

HEALTH AND WELLBEING BOARD

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

Date: Wednesday 23 November 2022

Time: 9.00 a.m.

A G E N D A

1. To determine if the following matters are to be considered under the categories suggested in accordance with Part 1 of Schedule 12A to the Local Government Act 1972
2. To determine any item(s) which the Chairman is of the opinion should be considered later in the agenda as a matter of urgency
3. Apologies for absence
4. Declarations of Interest
5. Questions from members of the public and the press
6. Communications
7. Minutes of the previous meeting (Pages 3 - 19)
8. Better Mental Health Befriender Project
Presentation by Phil Hayes, Rotherfed, and Ruth Fletcher-Brown, Public Health
9. Loneliness Action Plan (Pages 21 - 56)
Ruth Fletcher Brown, Public Health, to present
10. Winter Plan
Presentation by Claire Smith, Integrated Care Board
11. South Yorkshire Integrated Care Partnership/Planning (Pages 57 - 81)
Claire Smith, Integrated Care Board, to report
12. Better Care Fund Update (Pages 83 - 168)
Claire Smith, Integrated Care Board, to present

13. Targeted Lung Health Checks
Presentation by Dr. Jason Page, Integrated Care Board
14. Update on Aim 1 of the Health and Wellbeing Strategy
Presentation by Suzanne Joyner, Strategic Director, Children and Young People's Services and Dr. Jason Page, Integrated Care Board
15. Update on Health and Wellbeing Strategy Action Plan (Pages 169 - 207)
Ben Anderson, Director of Public Health, and Leonie Weiser, Policy Officer, to present
16. Health and Wellbeing Board Terms of Reference (Pages 209 - 216)
Leonie Wieser, Policy Officer, to present

For Information

17. Issues escalated from the Place Board
Sharon Kemp, RMBC and Chris Edwards, Integrated Care Board, to present
18. Minutes of the Rotherham Place Board (Pages 217 - 237)
19. Date and time of next meeting
Wednesday, 25th January, 2023, at Wentworth Woodhouse

HEALTH AND WELLBEING BOARD
21st September, 2022

Present:-

Councillor Roche	Cabinet Member,
Ben Anderson	Director of Public Health
Chris Edwards	NHS South Yorkshire Rotherham Place
Shafiq Hussain	Voluntary Action Rotherham
Suzy Joyner	Strategic Director, Children and Young People's Services
Jason Page	Medical Director, NHS South Yorkshire Rotherham Place
Natalie Palmer	Healthwatch Rotherham
Chris Siddall	Head of Service, Culture Leisure and Tourism (representing Paul Woodcock)
Michael Wright	The Rotherham Foundation Trust

Also Present:-**Report Presenters:-**

Norsheen Akhtar	Yorkshire Sports Foundation
Gilly Brenner	Public Health Specialist
Kelly Crompton	Strategic Lead, Inclusion
Kate Grey	Specialist Public Health
Alex Hawley	Consultant in Public Health
Nathan Heath	Assistant Director, Education and Inclusion
Martin Hughes	Head of Neighbourhoods
Garry Parvin	Service Manager, Commissioning

Apologies for absence were submitted by Councillor Cusworth, Sharon Kemp, Laura Koscikiewicz, Kathryn Singh, Ian Spicer and Paul Woodcock.

17. DECLARATIONS OF INTEREST

There were no declarations of interest made at the meeting.

18. QUESTIONS FROM MEMBERS OF THE PUBLIC AND THE PRESS

The member of the press present at the meeting did not wish to ask any questions.

19. COMMUNICATIONS

The Chair congratulated Dr. Jason Page who had been appointed Medical Director for NHS South Yorkshire Rotherham Place and would now become Vice-Chair of the Health and Wellbeing Board.

20. MINUTES OF THE PREVIOUS MEETING

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

Further to Minute Nos. 57 of 16th March and 4 of 22nd June, (B:Friend), it was noted things had moved on since and a number of Social Prescribing initiatives included children. It was felt worthwhile to submit an update to the Board on Social Prescribing.

Further to Minute No. 6 (Joint Strategic Needs Assessment), it was noted that several training sessions had been arranged for Council staff, Elected Members and a wider audience.

Resolved:- (1) That the minutes of the meeting held on 22nd June, 2022, be noted.

(2) That an update be provided to the next meeting on Social Prescribing.

21. THE BEST START AND BEYOND FRAMEWORK

Alex Hawley, Consultant in Public Health, presented a report on the Best Start and Beyond Framework.

Since Spring 2021, Public Health had led a partnership approach to developing the specification for a re-commissioned 0-19s Public Health Nursing Service, a process which was now approaching its conclusion, with mobilisation of the newly awarded contract due to commence in the Autumn, working towards and a go-live date of April 2023.

The Board then received the following powerpoint presentation:-

Purposes of Framework

System Overview

- Services for children, young people and families
- Activities affecting wider determinants

Toolkit

- Mapping against wider determinants, principles, priority lenses, life stages, enabling outcomes

Vision

- All children and young people get the best start in life and go on to achieve their potential
- A best start to life means having the best possible health and wellbeing

Principles

- Proportionate universalism
- A whole pathway approach
- Evidence-based
- Involving local people
- A compassionate approach
- Making every contact count

- Prevention – to tackle the ‘causes of the causes’
- Challenging clinical variation
- Acting at the earliest possible stage
- Reducing the slope of inequality

Priority Lenses

- Poverty
- Compassionate approach
- Parental health
- Transitions
- Mental health

Life Stages

- 1001 days (conception to 2nd birthday) - Every child has the best start to life
 - Pregnancies are planned and well prepared for
 - A compassionate approach to weight in pregnancy
 - Harms of substances in pregnancy are reduced
 - Perinatal mental health is robust
 - Infant feeding – informed and supported choice
 - Breastfeeding initiation is supported and length of exclusive breastfeeding is supported
 - Continuity of care from midwifery to health visits is optimised
- Early years (2-5) - All children are ready to start school at age 5
 - A compassionate approach to weight is adopted that influences the home environment and within Early Years settings
 - We take shared responsibility for building a culture where Early Years education is valued across all communities
 - All eligible children are enabled to take up their early education entitlement
 - Parents are seen as educators
 - Children achieve a good level of development at age 5
- School age (including children not attending school) - All children and young people can reach their potential
 - Education settings adopt a whole school approach to child health
 - The health of children not attending school has parity of esteem
 - Good sleep habits are promoted
 - Good child emotional and mental wellbeing is promoted and supported
 - All children and young people have access to and good attendance at the most appropriate educational setting
 - Resilience and agency is built by ensuring young people can benefit from having places to go and things to do
- Transition to adulthood - Every child ready to live as independently as is within their capacity
 - All young people have agency and resilience for a successful transition to adulthood and support is available when needed

- Young people benefit from a person-centred understanding of need and choice of support/opportunity

It was noted that the steering group included representatives of Public Health, Children and Young People's Services, Joint Commissioning, Early Help, Early Years Education, Foundation Trust, ICB and RDaSH.

Discussion ensued with the following issues raised/clarified:-

- The need for clarity as to what work was taking place in the various groups/steering group to avoid duplication
- Should the health written statement include SEND
- The concept of family hubs was still being explored

Resolved:- That the development and implementation of a Best Start and Beyond framework be supported.

22. PHARMACEUTICAL NEEDS ASSESSMENT

Kate Grey, Specialist Public Health, gave the following powerpoint presentation on Mapping the Pharmaceutical Needs Assessment:-

Pharmaceutical Needs Assessment (PNA) Requirements

- Statutory requirements
- Required every 3 years
- Must describe the current need for pharmaceutical services, the current provision of pharmaceutical services locally, whether current need was met by existing service provision, potential future need and potential need for new services

How are PNAs used

- Pharmacies were private businesses but had to apply to NHS England and Improvement (NHSE/I)
- PNAs guided NHSE/I decisions on applications
- They signalled to market where an application was likely to be successful
- They could affect the conditions of approval e.g. hours of operation, services required
- They did not determine whether applications were made
- They could not influence where new pharmacy applications were located

Process Overview

- Responsibility of the Health and Wellbeing Board
 - Prepared by Public Health Team with oversight from Steering Committee
- Data collection from NHSE/I, NHS BASA, pharmacies, JSNA
Analysis using SHAPE Maps, deprivation analysis throughout

- Internal review
- External consultation – 60 days (24th May-26th July, 2022)
- Review by Health and Wellbeing Board September 2022
- Publication by 1st October 2022

Coverage

- 60 pharmacies
- 1 dispensing appliance contractor
- 4 dispensing GPs
- 24.5 community pharmacies per 100,000 population (>national average of 21.3 as at 2017)

Access

- 86% of population live within 15 minute walk
- 97% live within one mile walk
- 100% live within 10 minute drive (during rush hour)
- Inclusion of cross-border pharmacies did not affect figures

Services

- Essential Services
 - Dispensing of prescriptions
 - Dispensing of repeat prescriptions
 - Discharge medicines service
 - Promotion of healthy lifestyles
 - Signposting
 - Support self-care
 - Disposal of unwanted medicines
- Advanced Services
 - Appliance use review (no providers but service needs met through Rotherham-wide service led by specialist nurses)
 - Community pharmacist consultation service (good coverage 97%)
 - Flu vaccine (good coverage 81% of pharmacies plus GPs)
 - Hep C testing (low coverage (4 providers) and poor geographical spread but reflected national picture, low demand, services provided elsewhere)
 - Hypertension case finding (new service)
 - New Medicine Service (good coverage 91%)
 - Smoking cessation (new service)
 - Stoma appliance customisation
- Locally Commissioned Services
 - Over the counter labelling service
 - Palliative care
 - Champix (community smoking cessation)
 - NRT pregnancy
 - Emergency hormonal contraception
 - Supervised consumption
 - Needle exchange

60 Day Consultation

- Published on Council website
- 6 questions based on guidance from NHSE/I sent to all local pharmacies and dispensing doctors, Rotherham HWBB members, all neighbouring HWBBs, TRFT and RDaSH, NHSE/I, Healthwatch, Local Pharmaceutical Committee, Local Medical Committee and CCG
- 7 responses in total. 2 ‘tests’ so removed from analysis

Consultation – Takeaways

Findings

- One respondent consistently expressed some dissatisfaction with PNA, however, no indication from comments that PNA had not fulfilled its function
- No indication that local pharmacy offer was not in alignment with national requirements
- Some frustration that pharmacies do not cater to occasional emergency requirements beyond scope of existing contractual requirements

Implications

- No substantial changes to content of report or recommendations
- Include note report regarding emergency requirement for consideration by NHSE/I

Conclusions/Statements

- There was sufficient choice with regard to obtaining pharmaceutical services in Rotherham
- Pharmaceutical services that were necessary to meet the health needs of the population were all essential services and select advanced services (NHS Community Pharmacist Consultation Services, Flu vaccination, New Medicines Review Service)
- Pharmaceutical services that had secured improvements or better access – all other advanced services plus all locally commissioned services
- There were no identified future needs for pharmaceutical services. Monitoring of the Waverley site development should be conducted within the lifetime of the PNA to assess whether a future need emerges
- There were no other NHS services that affected pharmaceutical service needs

Responding to emerging needs – proposed process

- NHSE/I continue to send notification of any pharmacy closures to the Council's Public Health Team
- Steering Committee to meet annually or as needed in response to changes to review any emerging needs or changes to provision and make recommendations to the HWBB

Discussion ensued with the following issues raised/clarified:-

- It was noted that the Government was considering removal of the obesity measures that had been brought in last year
- There was a national workforce shortage at pharmacies
- Cross-border pharmacies were taken into account in the mapping analysis, however, they did not affect any of the key statistics

Resolved:- (1) That the Pharmaceutical Needs Assessment (PNA) be approved for publication.

(2) That the proposed process for the ongoing review of pharmaceutical needs be approved.

23. CARERS STRATEGY

Further to Minute No. 47 of 26th January, 2022, Garry Parvin, Adult Care Housing and Public Health, presented an update on the Carers Strategy and detailed the steps taken to develop the attached final Carers Strategy document through extensive co-production with carers and carers organisations.

“The Borough That Carers – Strategic Framework 2022-2025 Creating a carer friendly Rotherham” was designed to provide a focal point for the delivery of the priorities relating to unpaid carers under the Health and Wellbeing Board Aim 3 (All Rotherham people live well for longer). The specific milestones contained within Aim 3 (3.1 - 3.7) had a focus on ensuring support was in place for carers from April 2022 onwards.

In order to deliver the tangible improvements to demonstrate full milestone attainment within the specified delivery dates, it was recommended that there be a detailed action plan with agreed owners and performance measures to sit underneath the Strategy document. In the spirit of the development of the Carers Strategy, further co-production was required with carers, carers organisations and other key stakeholders making up the Borough That Cares – Strategic Group to detail the agreed and fully endorsed action plan. This activity must be concluded within the 2022/23 financial year to meet the requirements of Aim 3.

Discussion ensued with the following issues raised/clarified:-

- Welcome the inclusion of young carers in the Strategy and on the task group
- Opportunity to discuss with CYPS as to how to get the issue/improve the understanding of young carers into schools/education and how they could be supported
- Through the co-production work that had taken place it was essential that feedback from carers was received on the cost of living issues facing them and those entering the caring role

Resolved:- (1) That the progress made be noted.

(2) That the proposed co-production exercise for the development of an action plan to sit under the Carers Strategy that would deliver Aim 3 milestones be approved.

(3) That a further report be submitted in due course detailing the outcome of the co-production exercise with recommendations aligned to the completed action plan prior to April 2023.

24. WARD PLANS

Martin Hughes, Head of Neighbourhoods, gave the following powerpoint presentation on Ward Plans:-

Thriving Neighbourhoods

'Our vision for Rotherham is for every neighbourhood to be a thriving neighbourhood, where people are able to work together to achieve a good quality of life. We want to work with local people to find solutions to local issues and to build on our heritage and assets. We will help create vibrant communities in which people feel happy, safe and proud. To do this, we will make it easier to get involved in the local community, work closely with our partners and local voluntary and community groups, enhance our town and village centres, green spaces and libraries and effectively tackle community issues'

To achieve

- Neighbourhoods that are safe and welcoming with good community spirit
- Residents who are happy, healthy and loving where they live
- Residents are able to use their strengths, knowledge and skills to contribute to the outcomes that matter to them

Principles

- Expanding opportunities for all – target the most help at those who need it so no-one is left behind
- Recognising and building on our strengths to make positive change – making the best use of local assets, including buildings, parks and public spaces, as well as harnessing the knowledge and skills of community groups and local residents
- Working with our communities – ensuring residents are at the heart of everything we do. Involving local residents in the things that matter to them and making sure we design our services based on input from those who use them
- Focussing on prevention – reduce the risk of problems arising in the first place and when they do, we will intervene to prevent them from worsening

Strengths-based Approach

- Recognising and building on the existing skills, resources, knowledge, experience and heritage within our communities
- Empowering Councillors, partners and residents to work together to find creative solutions to the local issues that matter most to them
- Council commitments:-
 - Place communities at the heart of everything we do
 - Always ask and listen to ensure we are addressing the things that matter to residents
 - Be innovative in how we involve residents so that it maximises their skills and knowledge
 - Problem solve collaboratively with communities ‘work with’ and not ‘do to’
 - Identify and support the motivation to act within communities
 - Nurture relationships within neighbourhoods
 - Build the capacity and resilience of the community and local community organisations

Place-based Approach

- Ward Councillors as community leaders – bringing people together to tackle locally identified Ward priorities
- Neighbourhoods Team – facilitate community involvement and co-ordinate local networks and partnerships tackling those local priorities
- Working collaboratively – with Council services, other service deliverers (e.g. Police, NHS), Parish Councils, voluntary community and faith organisations, residents and other stakeholders

Ward Priorities

- Refreshed and published annually (June) – Ward Plans – Rotherham Metropolitan Borough Council
- Informed by local data, input and advice from Council services and partners and local community intelligence
- Include priorities around themes such as:-
 - Environment – including street scene, parks and green spaces
 - Community safety and anti-social behaviour
 - Community resilience and infrastructure including cost of living
 - Children and young people
 - Transport and road safety
 - Physical and mental health and wellbeing
- 13 Wards specifically reference health and wellbeing

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

- 17 Wards reference children, young people and families

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

- 9 Wards reference mental health

All Rotherham people live well for longer

- 2 Wards reference supporting older people

All Rotherham people live in healthy, safe and resilient communities

- All 25 Wards include priorities that impact on the wider determinants of health
- Employment and the economy – 3 Wards
- Crime and community safety – 21 Wards
- Environment – 24 Wards
- Housing and tenancies – 3 Wards
- Planning – 2 Wards
- Culture, Leisure, Sport and Green Spaces – 13 Wards
- Supporting local community groups – 16 Wards
- Cost of living – 13 Wards
- Covid recovery – 7 Wards
- Loneliness and isolation – 8 Wards

Going forward – supporting delivery of the Board's aims and priorities within neighbourhoods

- Strengthen the link between the Strategy and Ward priorities/plans
- Regular reporting on activity taking place in neighbourhoods to the Board and providing evidence of impact
- Use the Strategy to inform future Ward priorities
- Use community intelligence to inform future strategic aims and priorities
- Raise the profile of the Strategy with Ward Members and residents
- Promotion of place-based and strengths-based working
- Promotion of early intervention and prevention
- Strengthen partnership working within neighbourhoods
- Shared learning and development

Discussion ensued with the following issues raised/clarified:-

- There were 25 Wards in the Borough but neighbourhoods were a lot smaller than a Ward
- Neighbourhoods worked to a Ward-based model primarily; Primary Care geographically did not align neatly but did not mean there could not be conversations with GP practices
- Baseline data from Public Health would be sought for any project such as oral health to assess where there had been a particular impact although a lot of the information was from case studies/anecdotal
- The projects highlighted in the presentation were to illustrate how neighbourhoods were working to translate the Strategy into work. Officers and Members could share good practice and thereby cascade across the Borough

Resolved:- That the presentation be noted.

25. STRATEGIC POSITIONING OF PHYSICAL ACTIVITY

Gilly Brenner, Public Health Specialist, and Norsheen Akhtar, Yorkshire Sports Foundation, gave the following powerpoint presentation:-

Why physical activity matters

- Inactivity in Rotherham >national average
- Almost 1 in 30 inactive (<30 minutes per week)
- Higher rates in some groups including long term conditions with most to gain in terms of reducing risk
- It is everyone's business
- It is fun

Background

- Local Authority Healthy Weight Declaration January, 2020 – food and physical activity
- Strategic review of physical activity July, 2021 – submitted to Board November 2021
- Lots of ambitions then prioritised into 4 key themes

4 Priorities

- Normalising physical activity/building a social movement
- Employers supporting the workforce to be active
- Frontline workers confident to talk about and signpost to physical activity
- Strengthening social prescribing including embedding physical activity

Big Conversation Event

- 4th July at the Town Hall
- >70 people, wide range of partners including VCS and Health
- Started to flesh out conditions to make the ambitions realised
- Individuals signed up to the priority they will work on

What Next

- 12th and 13th October workshops each theme
- 3rd Big Active Conversation in November
- Moving Rotherham governance re-launched
- Final Big Active Conversation – plans agreed and adopted with delivery responsibilities
- Moving Rotherham wider partners continue Big Active Conversations once a year

Resolved:- That the initiative be supported and a further update submitted in 6 months.

26. HEALTH AND WELLBEING STRATEGY AND ACTION PLAN REFRESH - 2022-2025

In accordance with Minute No. 13 of 22nd June, 2022, Ben Anderson, Director of Public Health, and Leonie Wieser, Policy Officer, submitted a revised Health and Wellbeing Strategy and Action Plan for 2022-2025 with the aid of the following powerpoint presentation:-

Refresh of Priorities May-September 2021

- The Strategy content has been refreshed based on the priorities that were agreed by the Board in September 2021
- This refresh of priorities was the result of discussions and consultation with Board members
- Board meeting discussion in May 2021:-
Agreement that the 4 existing aims of the Strategy remained relevant and should still be the overarching outcomes that the Board was working towards
Strategic priorities underpinning aims should be refreshed
- Draft version of refreshed priorities produced with input from Board sponsors and other relevant leads
- Consultation with Board members July 2021
- New priorities agreed at September 2021 Board meeting
- Strategy content refreshed to align with agreed priorities
- New action plan developed 2022-25

4 Aims

- Aim 1: All children get the best start in life and go on to achieve their full potential
- Aim 2: All Rotherham people enjoy the best possible mental health and wellbeing and have a good quality of life
- Aim 3: All Rotherham people live well for longer
- Aims 4: All Rotherham people live in healthy, safe and resilient communities

Strategic Priorities

- Points and comments raised as part of consultation with Board members and wider stakeholders included that:
 - Maintaining alignment with the Place Plan remained a priority. This had particularly informed the development of the priorities for Aims 1 and 2
 - Activity to reduce the health burden from tobacco, drugs and alcohol should feature with the Plan. This is now one of the priorities within Aim 3
 - There was some discussion regarding the overlap between Aims 3 and 4 and where activity should sit. It was emphasised that lifestyle interventions should sit within Aim 3 and developing a Borough that supports healthy lifestyles should sit within Aim 4. This has informed some changes to the Aims 3 and 4 priorities:-

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

Develop our approach to give every child the best start in life

Support children and young people to develop well

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

Promote better mental health and wellbeing for all Rotherham people

Take action to prevent suicide and self-harm

Promote positive workplace wellbeing for staff across the partnership

Enhance access to Mental Health Services

Aim 3: All Rotherham people live well for longer:

Ensure support is in place for carers

Support local people to lead healthy lifestyles, including reducing the health burden from tobacco, obesity and drugs and alcohol

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

Deliver a loneliness plan for Rotherham

Promote health and wellbeing through arts and cultural initiatives

Ensure Rotherham people are kept safe from harm

Develop a Borough that supports a healthy lifestyle

Crosscutting priorities:

Work in partnership to maximise the positive impact of anchor institutions

Strategic Priority 2 Support safe and equitable recovery from the Covid-19 pandemic

Develop the Pharmaceutical Needs Assessment

Work in partnership to further develop the Rotherham Data Hub and assess population health

Resolved:- That the report be approved.

27. HEALTH AND WELLBEING BOARD - TERMS OF REFERENCE AND UPDATES ON MEMBERSHIP

It was noted that there had been a number of changes due to the new Integrated Care System of which Rotherham was known as "NHS South Yorkshire".

The Integrated Care Partnership was a wider group of partners that was responsible for setting the strategic direction of the plan for South Yorkshire.

The ICP had agreed that each of the 4 South Yorkshire Health and Wellbeing Boards would nominate 5 members each to the core membership. Rotherham's nominations were:-

Sharon Kemp, Chief Executive, RMBC
Councillor David Roche, Chair of HWBB
Richard Jenkins, Chief Executive, The Rotherham Foundation Trust
Kate Davis, Chief Executive, Crossroads
Suzanne Joyner, Strategic Director, Children and Young People's Services, RMBC

Resolved:- (1) That consideration be given at the next meeting to the sponsors of each of the 4 Strategy Aims.

(2) That the nominations to the ICP Board be endorsed.

28. VENUES OF FUTURE BOARD MEETINGS

It was noted that discussions were taking place with a view to reinstating Oak House, Bramley, as a meeting venue and it was hoped the January meeting would be held at Wentworth Woodhouse.

Resolved:- That the next meeting of the Board be held in the Town Hall, Rotherham.

29. VACCINATIONS

At the last meeting of the Place Board it had been announced that Rotherham had the highest rate of vaccinations in the whole of South Yorkshire and well above the English average.

A difficult flu season was anticipated this year and it was planned to co-administer the flu jab and Covid booster wherever possible so as not to delay.

The Phase 5 patient cohort would be called for their Covid boosters of which there were approximately 140,000 eligible in Rotherham. Each Primary Care network was to undertake their own immunisations with each one setting up their own site but venues would include the Foundation Trust, RDaSH, and the New York Stadium.

It was very important that Rotherham again achieve high coverage for the winter particular as public perception of the pandemic had vastly changed over the past 12-18 months.

It was stressed that flu was just as important as Covid this season.

Resolved:- That the update be noted.

30. **SHARE LEARNING FROM THE TEAM AROUND THE SCHOOL PROJECT**

Nathan Heath, Assistant Director CYPS, and Kelly Crompton, Strategic Lead, Inclusion, gave the following powerpoint presentation on the Rotherham Team Around a School (TAS):-

Background

- Public Health England (now Office for Health Improvements and Disparities)
- Funding for improving mental health and wellbeing for pupils especially through times of transition
- Multi-professional; Specialist Inclusion, Education Psychology and Early Help
- TAS offer established September 2021 to support pupils, families and schools this academic year whilst also providing a sustainable legacy

TAS Parameters

- Desktop exercise to target schools based on Free School Meals/GRT/BAME suspension and exclusions to reduce inequalities
- 6 original schools identified in partnership (4 primary and 2 secondary)
- Professionals must work in unique manner tailored to setting and individuals
- Bespoke provision not utilised previously to emphasis impact

TAS Offer – October 2021 – 6 original schools

- Remote workshops for school staff to access support from EPS
- Access to NHS and Ofsted endorsed wellbeing and healthy relationships programme for Year 6 pupils, with parent app, with bespoke to Rotherham transition resource provided for all Year 7 pupils also including a parent app
- Weekly support from Specialist Inclusion Team to promote awareness of mental health, wellbeing and relationships with pupils, staff and families

TAS Extension

- TAS extension February 2022 (51 primary schools 2,072 pupils)
- Wellbeing curriculum, staff training and wellbeing and parent app (some onsite offer)
- National pilot of Deep Dive Restorative Approach programme for targeted schools (8)

TAS Reporting and Impact

- Initially developed and overseen by a TAS Governance Group, TAS Operational Group was quickly formed to oversee the day-to-day implementation

- Progress on the implementation of the project was reported regularly to CYPS Directorate Leadership Team and the Covid Education Recovery Cell
- Warwick Wellbeing Scale (Year 6 and 7 pupils)
- School and RMBC colleague survey
- Case studies
- 2,493 young people were reached through the Team Around the School project
- 57 schools were targeted
- 49% of the young people live in most deprived 30% LSOA of England

Impact and Learning (Schools)

- 100% of teachers reported that they are integrating the SEMH resources and language in their teaching
- 88% of teachers have reported that most of their classes have benefited from Happy Breathing which can be used as a tool to self-regulate
- 95% of teachers reported that their classes are now able to talk about their character strengths
- 75% of teachers have seen the self-esteem of pupils improving over the course of the project
- 93% of teachers have found that pupils now have a better understanding of the importance of relationships
- 97% of teachers reported that they have seen an improvement in pupil awareness of how to build positive relationships
- 67% of teachers have found that pupils now better understand the link between how they are feeling and what they can achieve
- 100% of teachers reported that they have been able to use the 'goal setting' language through regular teaching
- The restorative practice reached and had an impact with families as much as it did children
- Both schools and Educational Psychology Service benefitted from unique way of working
- SEMH structured progressive curriculum including lessons, plans, journals and assessment tools all supported approach
- School leaders report that Specialist Inclusion professionals co-delivering the sessions enabled pupils to open up more due to it not being a member of school staff. This also led to 'booster' sessions for targeted pupils
- Specialist Inclusion developed bespoke transition programmes with KS3 and KS2 pupils and this led to pupils being able to better problem solve when faced with issues as they have a further range of strategies to use to overcome situations and positive manage their feelings and wellbeing
- National Restorative Approach pilot developed whole school approach with pupils and families
- Early Help colleagues working with Specialist Inclusion to provide additional support to identified families on school site

Discussion ensued with the following issues raised/clarified:-

- Sleep Right Wake Bright launched in May 2022
- Early Help and Specialist Inclusion working together to provide support to families on site
- The learning from the project would be taken to colleagues in different areas around the country
- TAS model was influencing the direction of travel long term for the Inclusion Service
- There had been very limited funding but had had significant impact which was influencing the way forward

Resolved:- That the report be noted.

31. ISSUES ESCALATED FROM THE PLACE BOARD

There were no issues to report.

32. BETTER CARE FUND PLAN

The Board received, for information, an overview of the Better Care Fund Plan for 2022-23. The BCF planning template was in line with the 2022-23 Better Care Fund Policy Framework and the Better Care Fund Planning Requirements 2022-23.

The BCF planning template (Appendix 1) showed that the planning requirements, as set out in the BCF Policy Framework 2022-23 were fully met.

Resolved:- (1) That the documentation be approved for submission to NHS England on 26th September, 2022.

(2) That the plan for reinvestment of BCF funding to support carers be supported.

33. MINUTES OF THE MEETING OF THE ROTHERHAM PUBLIC ICP PLACE BOARD HELD ON 4TH MAY 2022

The minutes of the Rotherham ICP Place Board held on 4th May, 2022, were noted.

34. DATE AND TIME OF NEXT MEETING

Resolved:- That a further meeting be held on Wednesday, 23rd November, 2022, commencing at 9.00 a.m. in Rotherham Town Hall.

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Rotherham Loneliness Action Plan 2023 – 2025

Working together to ensure people of all ages in Rotherham feel more connected to others and loneliness is reduced.

Introduction

Vision Statement:

People of all ages in Rotherham feel more connected to others and loneliness is reduced

Introduction

Loneliness is a very personal issue and people will describe it very differently. In this action plan the following definition will be used for loneliness:

“Loneliness can be defined as a subjective, unwelcome feeling of lack or loss of companionship. It happens when we have a mismatch between the quantity and quality of social relationships that we have and those that we want.” Perlman, D. and Peplau, 1981, cited in HM (2018), ‘A connected society: a strategy for tackling loneliness’. ¹

The way people lead their lives in society is changing, for example, the nature of jobs has changed with developments in technology which means more solitary working. Many public services are moving towards a digital offer which means less human interaction. Whilst this can bring many positives, it has led to changes in how we now live, work, and interact. Loneliness is not a new issue, but it is being recognised as a major public health issue. Research has shown that loneliness is as harmful to our health as smoking 15 cigarettes a day. Loneliness has been linked to numerous health issues like coronary heart disease, stroke, depression, cognitive decline, and an increased risk of Alzheimer’s. Feeling connected to others can reduce the risk of mortality or developing certain diseases. There is some evidence to suggest that people who are lonely are more likely to place a higher demand on public services, for example visiting their GP and A&E more often. Anecdotal evidence from frontline staff suggests that some demands placed on public services in Rotherham may be due in part to individuals feeling lonely.

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“Young or old, loneliness doesn’t discriminate.” Jo Cox

Loneliness can fluctuate over the life course and most people at some point in their life will experience loneliness. It is difficult to say what exactly causes loneliness but there are some known trigger factors which can be seen at an individual, community and societal level. Some of the factors are illustrated in the picture below¹:



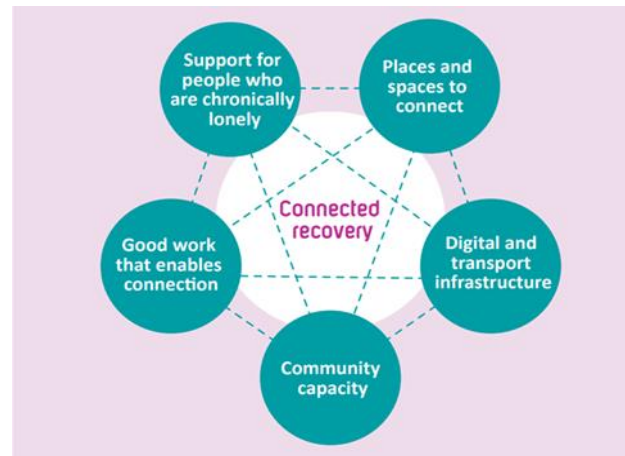
¹ [Events that trigger loneliness across the lifecourse - What Works Wellbeing](#)

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Other factors which operate at community and societal levels contribute to loneliness, these include transport, neighbourhood safety, access to services, financial hardship, insular communities, stigma and discrimination, digital technology, and work-life balance. Despite this there is a great deal of stigma attached to loneliness with a third of the adult population stating that they would be too embarrassed to say that they were lonely, making it more difficult for people to ask for help. Mental Health Foundation (2010) *The lonely society*.² The Marmalade Trust (Insert ref, <https://www.marmaladetrust.org/loneliness-guide>) states that it is the language around loneliness needs to change, 'admitting' to and 'suffering' from, could unintentionally add to the belief that something is wrong with the person. There is a case to make that conversation about it should be normalised.

Loneliness was brought into sharper focus during the first couple of years of the pandemic, particularly during the months of the severe restrictions. *'National levels of loneliness increased during the coronavirus pandemic. Those that were at greater risk of loneliness before the pandemic were more affected by loneliness during it.'* (Mental Health Foundation, 2022, 'All the lonely people', <https://www.mentalhealth.org.uk/sites/default/files/2022-06/MHAW22-Loneliness-UK-Report.pdf>).

Jones, Jopling and Kharicha (2021) (*Loneliness beyond Covid-19: Learning the lessons of the pandemic for a less lonely future* <https://www.campaigntoendloneliness.org/wp-content/uploads/Loneliness-beyond-Covid-19-July-2021.pdf>), call for more than just the ongoing direct support for loneliness. Alongside this there needs to be a building up of infrastructure to facilitate connection, with investment into strengthening community capacity, green spaces, high streets, and meeting places, as well as transport and digital connectivity, to ensure a connected recovery. (*Chronically lonely refers to people feeling lonely more often or always).



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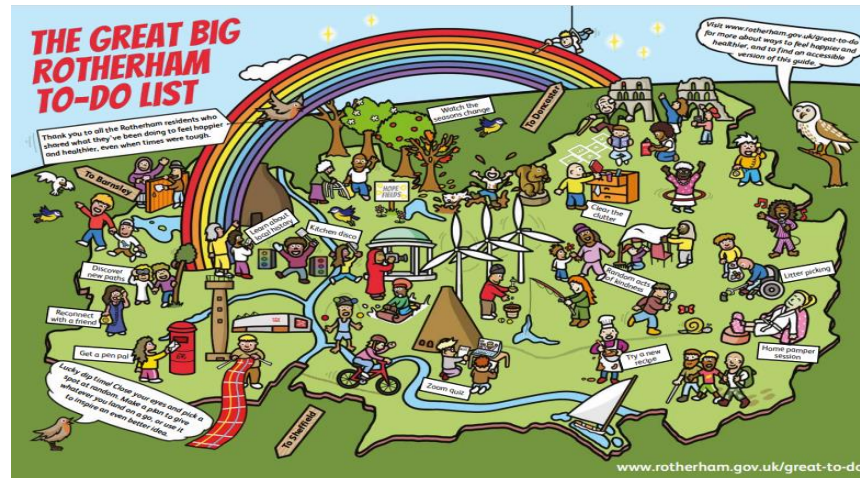
It is because loneliness presents as an issue wider than the individual, that a whole system response is required in Rotherham. In Rotherham actions to address loneliness are referenced in the Health and Wellbeing Board Strategy (Aim 4) and the refreshed Place Plan. This important public health issue has been championed by the Chair of the Health and Wellbeing Board (HWB).

This action plan will ensure that links are made to other supporting strategies and action plans, for example, Thriving Neighbourhoods, Rotherham Carers Strategy and the Rotherham Suicide Prevention and Self-Harm action plan.

Progress on the 2020-2022 Loneliness Action Plan

The first Rotherham Loneliness Action plan was signed off by the Health and Wellbeing Board ready for a launch date in March 2020, when the national restrictions commenced due to the pandemic. The start of the pandemic saw an increase in activity to address loneliness and isolation. These are just a few actions which took place, with many more happening at a community, neighbourhood, and household level:

- The introduction of the Rotherham Community Hub which saw local people volunteer to become Rotherham Heroes to collect prescriptions, shop for food and provide telephone befriending support. Telephone befrienders signposted to Rotherfed & befriending services network.
- Communications across the Partnership highlighted actions to address loneliness and included; promotion of Five Ways to Wellbeing messages (<https://www.rotherham.gov.uk/homepage/91/five-ways-to-wellbeing>), a film to encourage people to take action themselves to help people who might be lonely, The Great Big Rotherham To Do List (<https://www.rotherham.gov.uk/great-to-do>)



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- The Befriending Network formed during the pandemic and had a real impact, not least of all the delivery of the Better Mental Health for All Befriending Project through a group of VCS partners from the Network.
- Delivery of the Better Mental Health Befriending Project which was funded from the Department of Health and Social Care (DHSC) Mental Health Fund in response to the impact of the COVID 19 pandemic on mental health. This project was managed by Rotherham Federation and delivery for the befriending part of the project was from 5 voluntary sector organisations and commenced September/October 2021 finishing in May 2022. These organisations worked with adults, older people, carers, people living in deprived areas of the borough, people living with disabilities and long-term conditions and those from different minority ethnic groups. The sixth VCS organisation, Voluntary Action Rotherham (VAR), worked with Theory Media Productions to produce some short films all about being a 'good neighbour'. This project supported:
 - 835 residents who were lonely and isolated were supported through the Befriending project.
 - 34% of beneficiaries for the Befriending project were from BAME communities. 525 residents who accessed the Befriending project
 - (63%) live in the most deprived 30% LSOAs in England.28% of beneficiaries of the Befriending project were living with a disability.

The Befriending project used the full 14 questions of the Warwick-Edinburgh Mental Wellbeing Scale (<https://warwick.ac.uk/fac/sci/med/research/platform/wemwbs/about/wemwbsvsswemwbs/>). Volunteers collated this information from the individual's pre and post support. 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.

This project collected case stories of people's journeys. The full stories can be found here: <https://www.rotherhamfederation.org/better-mental-health-fund/>. To view the films please visit: <https://www.varotherham.org.uk/befriending>.

Refresh of the Rotherham Loneliness Action Plan

This refresh has been informed by a call for evidence from stakeholders and a dedicated meeting of the Better Mental Health for All group. Partners were asked:

What's working well?

What are We Worried About?

What Needs to Happen Next?

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These are some of the responses from the stakeholder engagement:

What's working well?

- **Speakup** has lots of experience developing friendship circles. Prior to the pandemic in 2016, Speakup were successful with a People Health Trust grant and used this money to combat loneliness by creating 25 circles varying in size from 2-3 people up to groups of 8-10. This ran for over 18 months supporting, encouraging, and facilitating friendships to grow and flourish. Throughout the pandemic, many of these friendships survived and during this time worked with universities looking at the effects of Covid-19 and how this impacted on social isolation and loneliness. Presently, there are over 14 active circles which are working well without the support of inclusion workers, but with the support of peer support workers who are people with learning disabilities or autistic people.
- Being able to go to different meeting places, such as Socialise, Speakup and RANSS and other Social Enterprises that give people activities to do and allow people to meet new people with similar interests and connect /reconnect with new and old friends.
- The creation of activities such as walking bubbles, the Speakup quiz, yoga, pamper and 'Girls Can' these activities also help people to keep fit and healthy.
- More organised social events involving our peer support workers or inclusion workers to places like the theatre, music festivals, meals out, the Euros and various birthday meals. A holiday to America is now being planned. Speakup for autism regularly meeting at weekends for a meal or drink.
- Advice on hand from peer supporters and people with lived experience. This helps people to keep safe when out and about and can help people to live a more independent and social life.
- **Rotherham VCS Befriending Network**- The Befriending Network that formed during Covid has had a real impact, not least of all the delivery of the BMHF Befriending Project through a group of VCS partners from the Network. Getting together, sharing best practice, and ultimately reaching as many local people as possible has been a key success of the network.
- South Yorkshire ICB) commissioned Rotherham parent carers forum to develop RANNS: RANSS is a support service for neurodiverse adults (18+) with a Rotherham GP. They offer person-centred **post-diagnostic** support from Peer Support Workers with lived experience of autism or ADHD alongside group workshops. We also facilitate meetups, activities, and focused group discussions on neurodiversity-related topics for adults with a new or historic diagnosis of autism or ADHD*. Adults with a new autism or ADHD diagnosis can access a limited number of peer support sessions, counselling sessions and a 4-week group workshop to help them explore their diagnosis, and what it means for them as an individual.
- Partnership working – Rotherham prides itself on this across the voluntary sector.

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- Multi-agency working – established during COVID, identified gaps/issues/resources.
- Rother Rise – café groups available.
- Rotherham Gismo – a way to find out about groups in the local community (inputting postcode).

What are We Worried About?

- **Speakup-** Even with our friendship circles some people remain isolated (some through choice, but not many) and this has had an impact on people's lives. Some people are still afraid to go out into social situations such as the pub, cinema etc. Another fear is the cost-of-living crisis and the rise of energy prices as this is already beginning to prevent people from socialising with friends and family as they may have to choose between loneliness and friendship.
- Sometimes bullying and harassment of people with learning disabilities and autistic people: members of Speakup and other groups have faced this in the past and continue to face this.
- This can lead to people being too scared to go out due to being too afraid of what people will do or say to them, which once again can cause isolation and loneliness. People need to know more widely about how to report Hate Crime.
- People not having the right support when bad things happen in their life, such as grief, abandonment, and neglect.
- **Rotherham VCS Befriending Network-** Funding will always be a concern. We and other providers have been able to access grants for befriending support for the last couple of years, that are now either no longer available or they have a short term deliver period left. Some of this work, makes such a difference and really demonstrates that early intervention and prevention impact. Focus has turned towards the cost-of-living crisis.
- Research suggests that autistic people are more likely to experience feelings of loneliness compared to non-autistic people. This can be due to a lack of acceptance and understanding by society, making them feel excluded.
- Specific barriers to social opportunities include unwelcoming sensory environments (such as noisy pubs or restaurants), social anxiety, fear of rejection, experiences of bullying and lack of formal support (in education or as an adult).
- Many autistic people enjoy spending time alone and consider it important for their wellbeing. Loneliness is different though. Autistic people might feel lonely if they don't have opportunities to socialise or find this difficult. Autistic people might have friends/colleagues but feel misunderstood or feel they cannot be themselves around them. Many autistic people describe feeling lonely even when they are in company.
- Rotherham supports the preparation for adult outcomes that children have meaningful friendships and for this to happen requires all partners to ensure that they are open and welcoming.
- Investment – a lot of the projects run on time limited grants, which is not sustainable.

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- Capacity – Staff and volunteer recruitment.

What Needs to Happen Next?

- Further consultation with the voluntary and community sector about needs to happen.
- Concerns about capacity and recruitment of volunteers.
- **Speakup**- many of the people we know can have complex issues and anxiety, which needs the support of an inclusion worker or paid peer support worker to enable people to feel comfortable, develop and maintain friendships and thrive.
- Accessible Information about support services should be available in lots of different places and media platforms and regularly updated.
- When someone moves into a new area it would be good to be told about available support within their community.
- Funding for loneliness and isolation support is an ongoing issue. Could there be a way of mainstreaming some of the key services that have delivered so well during the last couple of years, to prevent the “come and go” local projects that we had seen previously?
- **Befriending Network**- The peer support model really works and demonstrates good value for money, targeting early help and support. This can be achieved by the recruitment and training of volunteer befrienders, who provide peer support and give confidence to our beneficiaries, being there to support them every step of the way. It's the peer support given by our volunteers that can really make a difference in successful engagement.
- Being able to get additional support to people once friendships through peer support have been made, has had a significant impact on people's lives. The access to other support services with the befriending work as a catalyst, such as advice and guidance relating to debt, home energy, employment support, training etc. are all examples of how we have supported the progression and development of our beneficiaries, all stemming from an initial welfare call.
- It would be good to maintain the Befriending Network but perhaps some consultation with partners/providers who attend on how this can be taken forward for everyone's benefit? Perhaps we proactively introduce some other elements into the meetings, such as cost of living updates and other health related services/updates?
- Would the production of a monthly or bi-monthly e-newsletter help, to raise awareness of the support that is out there and how people can get involved? Could include a beneficiary case study in each edition that helps to demonstrate the impact of how becoming more involved in community life can be of real benefit.
- For social groups/youth groups to be more accessible – consider [sensory differences](#) and [communication](#)
- Invite autistic friends and family to social events, but without any pressure on them to attend.
- Allow autistic people to socialise on their own terms.

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- Societal change, including acceptance of autistic people's differences, and welcoming sensory environments, is needed to reduce social exclusion of autistic people.
- Promote the following resources: [How To Deal With Loneliness And Autism \(coping strategies and advice for dealing with loneliness\) - YouTube](#)
- Vulnerable groups identified clearly – Domestic abuse victims, Migrants, Ukraine refugees.
- Community meet spaces – to get projects initially off the ground.
- Kindness – Inclusive training to move away from a professional 'us' and 'them' approach
- Employer/Employee wellbeing – loneliness is an issue that has crept up especially from COVID – can be lonely in a big group such as a workforce
- 'Not just one thing' – needs to be a continued and consistent approach/support
- Library service – be aware of what the service can provide and facilitate/signposting, there are 15 library area/services. They are offering as a warm space over the winter months – could this be tied into the loneliness actions?
- Loneliness after life changes – particularly bereavement.
- Promoting of Safe Spaces – culturally competent, off up to 13 spaces a night, running 6pm -12am, Leeds have a good response so potential to share good practice?
- Frontline case studies within the voluntary sector to gain feedback around what they personally feel went well and what areas need improvement.
- Autism friendship groups – a real need and a great interest with regards to research.

Governance

The implementation of the Rotherham Loneliness Action Plan 2023 – 2025, will be overseen by the Better Mental Health for All Group. These meetings are chaired by Public Health and have representation from HWB partners. The multi-agency group meets bimonthly and is tasked to implement this plan and the Better Mental Health for All Action Plan. Progress against this action plan will be reported to the Mental Health (MH) and Learning Disability (LD) Transformation Group, a subgroup of the Rotherham Place Plan Board. Annual updates will be given to the Rotherham Health and Wellbeing Board.

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

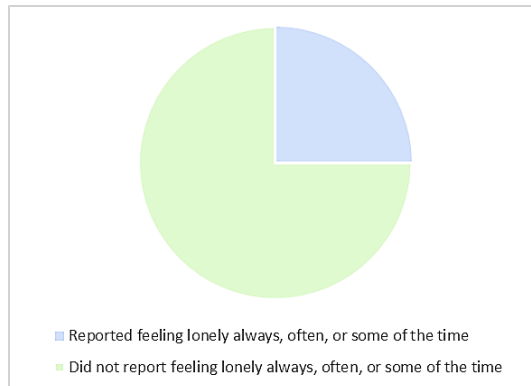
- Children, Young People and Families Consortium
- Crossroads

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- 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

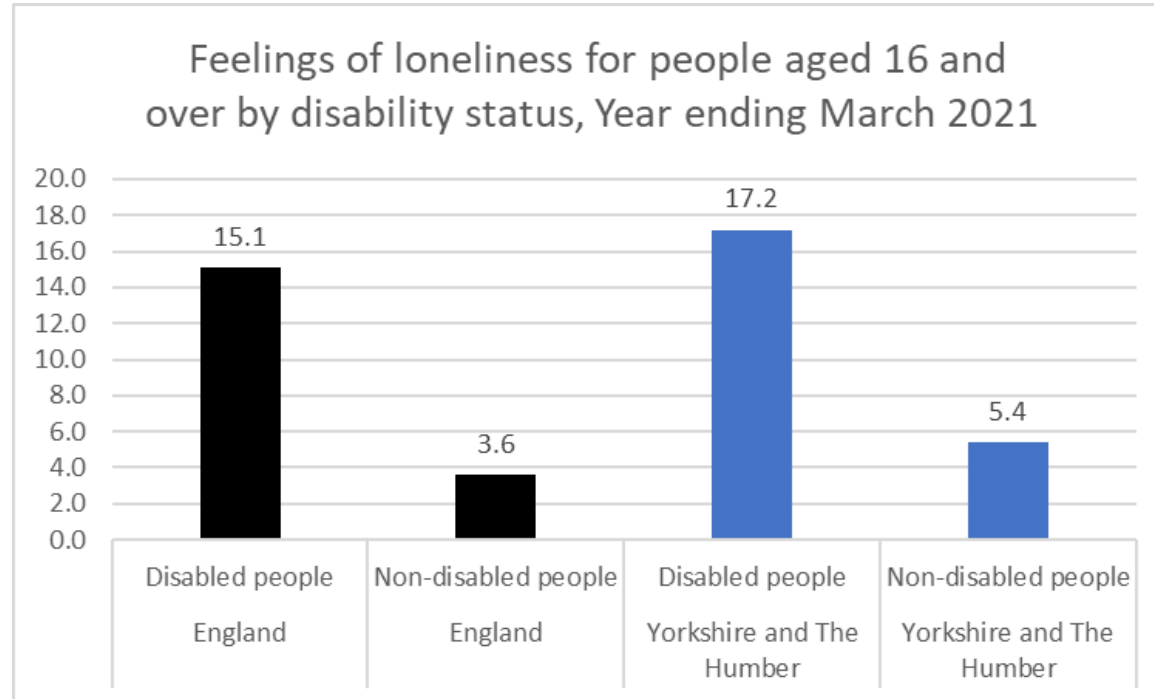
National Picture

- The Office for National Statistics (ONS) public opinions and social trends, Great Britain bulletin, September 2022, shows one-quarter of adults (25%) reported feeling lonely always, often, or some of the time in the latest period (26% in the previous period).

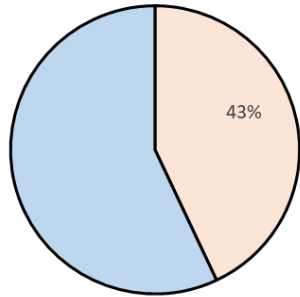


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- Feelings of loneliness for people aged 16 and over by disability status and region, ONS, year ending March 2021, show that in Yorkshire and the Humber, 17.2 % of people living with a disability experience feeling of loneliness often or always. This compares to 5.4% for non-disabled people. For England, this value is 15.1% and 3.6% respectively.



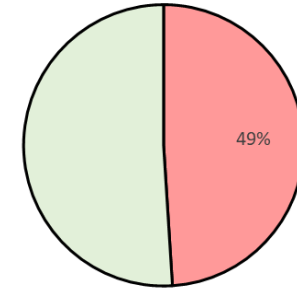
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43% of 17 – 25-year-olds used Action for Children services experienced problems with loneliness.



1 in 10 men says they are lonely but would not admit it to anyone².



49% of people aged 65+ say their main form of company is either the TV or a pet³



Three out of four GPs say they see between 1 and 5 people a day who have come in mainly because they are lonely, and one in ten sees between six and ten such patients daily⁴.

33.3%

More than 1 in 3 people aged 75 and over say that feelings of loneliness are out of their control⁵.



Loneliness costs UK employers £2.5 billion per year⁶.

² [Millions of men are hiding their loneliness | Campaign to End Loneliness](#)

³ [rb_june15_loneliness_in_later_life_evidence_review.pdf \(ageuk.org.uk\)](#)

⁴ [Lonely visits to the GP | Campaign to End Loneliness](#)

⁵ [One-third of older people say feelings of loneliness are out of their control \(independentage.org\)](#)

⁶ [cost-of-loneliness-2017.pdf \(campaigntoendloneliness.org\)](#)

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The need for tackling loneliness is shown by every £1 invested in tackling loneliness, you can save £3 in health costs⁷, with an overall 81% of people agreeing that there are lots of actions everyone can take in their daily lives to help those feeling lonely.

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 is 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 Local Government Association (LGA) have produced a guide for councils to enable them to see how effectively they are tackling loneliness. The guide makes the case for this important public health issue to have a whole system preventative approach and encourages local areas to define the nature of loneliness in their local area, knowing who is at risk.³ The LGA guide comments that whilst many people may know about the need to make healthy lifestyle choices there is less awareness about the importance of having social connections.

One of the announcements in the 2019 NHS Long Term was for people to have more control over their health and more personalised care when they needed it. The introduction of link Workers for Primary Care Networks (PCNs), under the GP contract reforms, was one of the actions to address this. Social prescribing link workers are one of five additional roles being funded within primary care, to bring additional capacity into the multi-disciplinary team, under the Network Contract Directly Enhanced Services (DES).

With one in five GP appointments focusing on wider social needs, rather than acute medical issues, many GPs report that they spend significant amounts of time dealing with the consequences of poor housing, debt, stress, and loneliness. Social prescribing and community-based approaches aim to assist with this by reducing pressure on clinicians like GPs, improving people's lives, helping with community resilience, and ensuring that the needs of diverse and multicultural communities can be met.⁴

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Covid-19 Impact

After a year of lockdowns, social distancing, and restrictions on travel and gatherings, some groups of people have reported high rates of loneliness and poorer well-being in recent months. In the midst of Covid-19, lockdowns and social restrictions made the loneliest of people even more lonely with 1 in 18 people in the UK felt a reduction in social contact during lockdowns made their life harder⁸. A recent study found that 9 different characteristics would put you at a greater risk of feeling lonely during the pandemic (see table⁹ below).

Important risk factors for adult loneliness	Other characteristics carry a small increase in the risk of being lonely, both before and during the pandemic.
<ul style="list-style-type: none">• Being young (18-30)• Living alone• Having a low income• Being unemployed• Having a mental health condition	<ul style="list-style-type: none">• Non-white ethnicity• Low educational attainment• Being female• Living in urban areas

During the Covid lockdowns, young people alone were 5 times more likely to feel lonely due to their social connections being restricted. Therefore, there is a real need nationally and locally for the loneliness action plan.

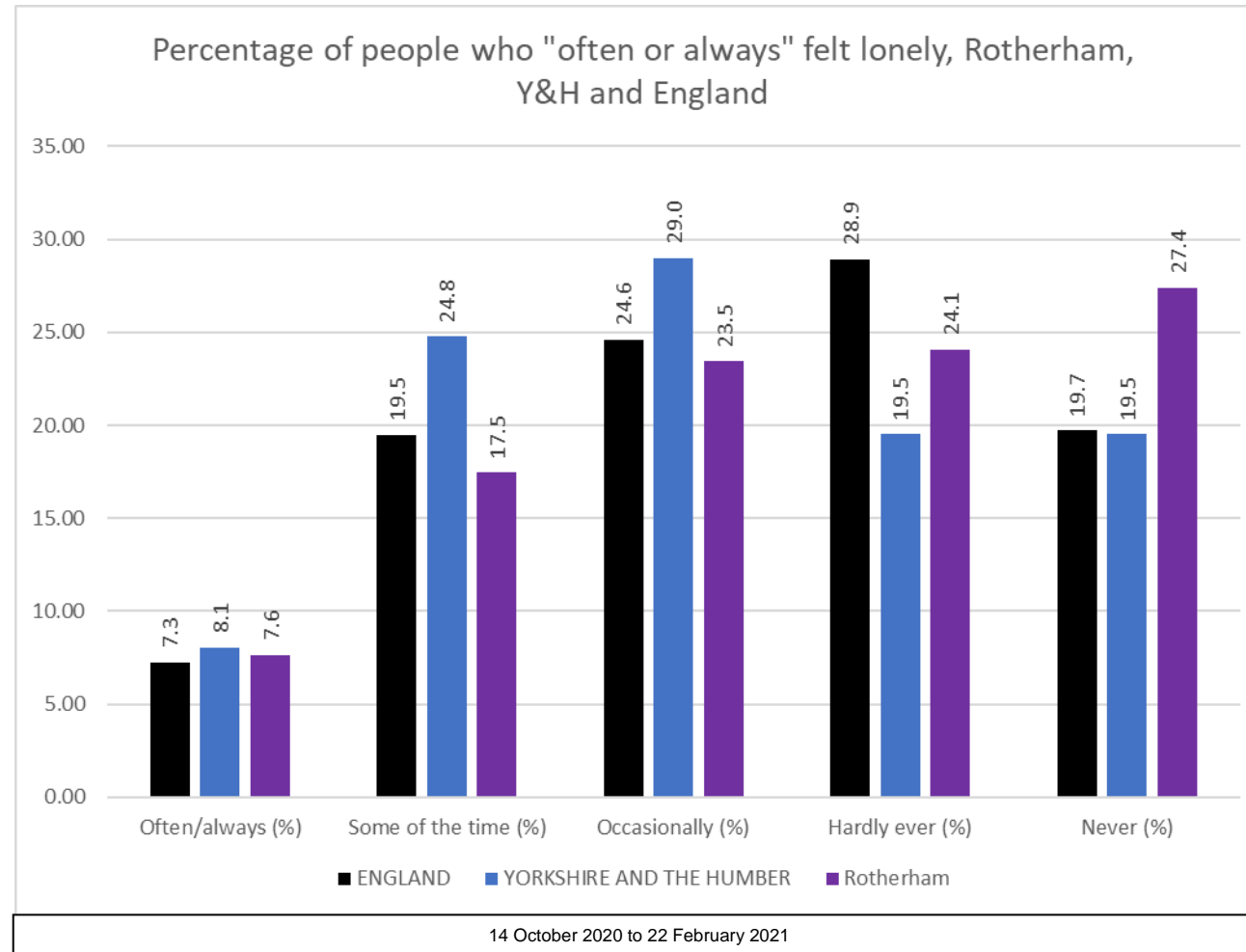
SOUTH YORKSHIRE INTEGRATED CARE PARTNERSHIP

The approach it is taking is in line with the guidance building on existing work in South Yorkshire and each of its place communities and priorities for this initial strategy. There is an expectation that during 2022/23 the South Yorkshire Integrated Care Partnership develops an Integrated Care Strategy for South Yorkshire. Significant engagement and work have been undertaken to date by ICP partners to develop Health and Wellbeing Strategies, Place Plans and the South Yorkshire NHS Strategic Plan and it is upon these that the South Yorkshire Integrated Care Strategy will build.

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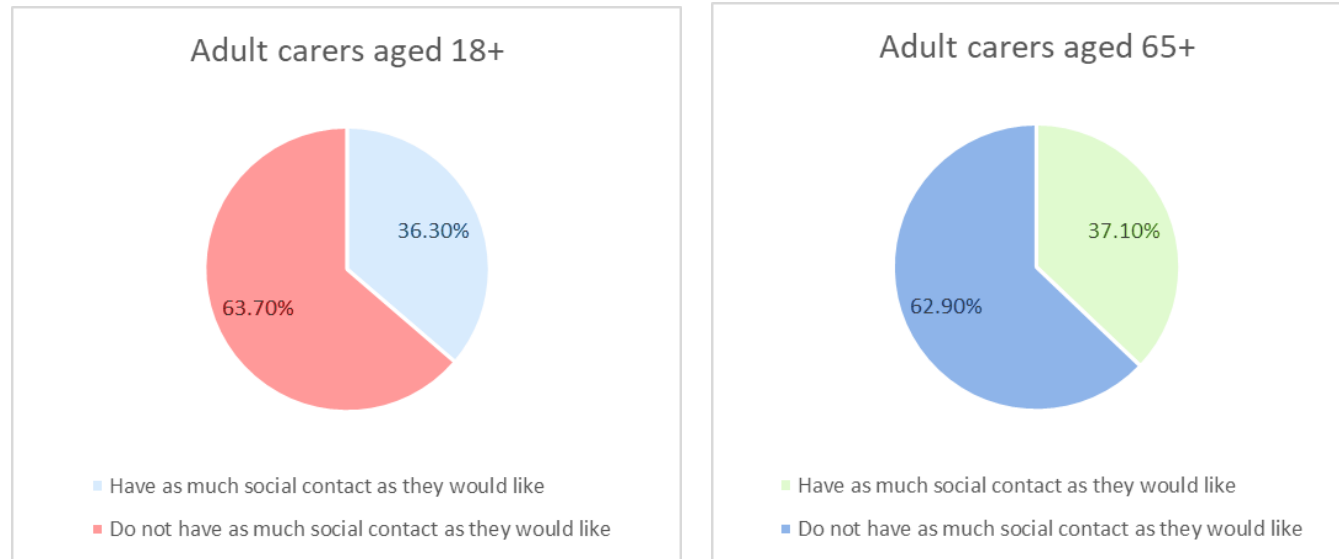
Local picture– What loneliness looks like in Rotherham

The ONS estimates of loneliness and personal well-being during the coronavirus (COVID-19) pandemic by showed that 7.6% of Rotherham residents felt lonely often or always and 43% of Rotherham residents felt lonely in the previous 7 days.



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In 2018/19 only 36.3% of adult carers aged 18+ had as much social contact as they would like and for those aged 65+ this was 37.1%



The Office of Health Improvement and Disparities (OHID) plan to include loneliness indicators in the Public Health Outcomes Framework this year, which will give a more detailed picture for Rotherham. However, there has been some focused work with specific communities of interest in Rotherham to establish how loneliness affects them.

Vulnerable Groups identified in Rotherham are*:

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

**These groups were identified in the refresh loneliness action plan meeting with stakeholders*

Helpful resources on loneliness

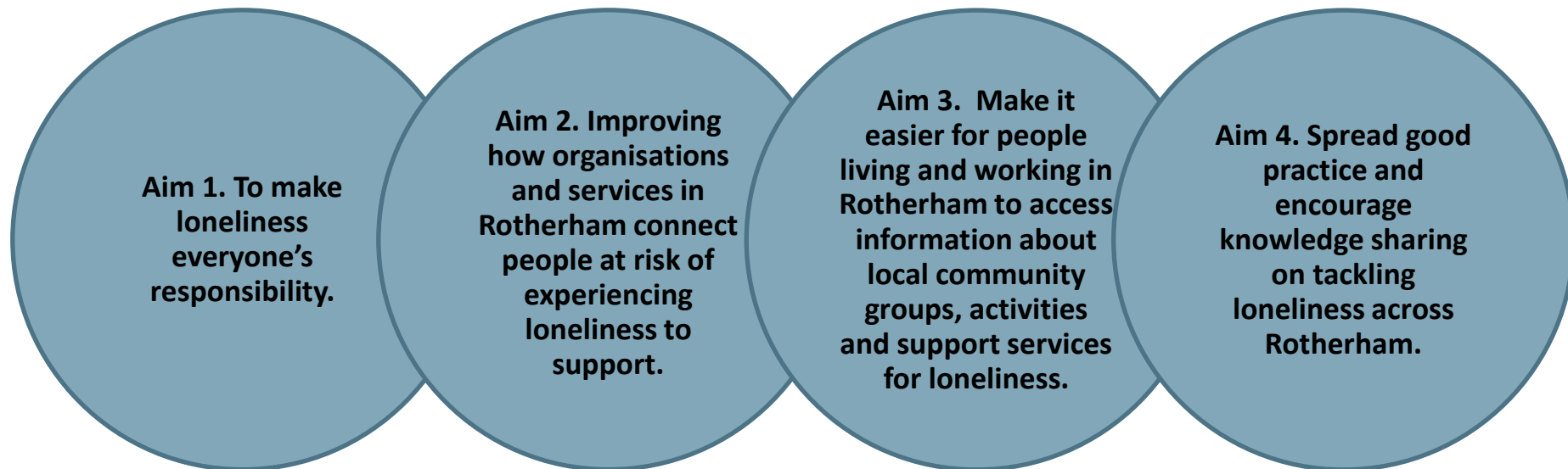
- Bellis, A (2019), Tackling Loneliness, Briefing Paper, Number 8514, 5 August 2019, House of Commons Library.
<https://researchbriefings.files.parliament.uk/documents/CBP-8514/CBP-8514.pdf>
- Campaign to End Loneliness, guidance for councils and commissioners.
<https://www.campaigntoendloneliness.org/%20guidance>
- Campaign to End Loneliness (2021), Loneliness beyond Covid-19 Learning the lessons of the pandemic for a less lonely future
[Loneliness-beyond-Covid-19-July-2021.pdf](https://www.campaigntoendloneliness.org/Loneliness-beyond-Covid-19-July-2021.pdf) ([campaigntoendloneliness.org](https://www.campaigntoendloneliness.org))
- Department for Digital Culture, Media, and Sport (2019), Loneliness Fact Sheet from the Community Life Survey for England 2018-19
<https://www.gov.uk/government/statistics/community-life-survey-2018-19>
- Government refresh of Loneliness report [Tackling Loneliness annual report February 2022: the third year - GOV.UK](https://www.gov.uk/government/publications/tackling-loneliness-annual-report-february-2022-the-third-year) (www.gov.uk)
- Jo Cox Commission on Loneliness: A call to action
https://www.ageuk.org.uk/globalassets/age-uk/documents/reports-and-publications/reports-and-briefings/active-communities/rb_dec17_jocox_commission_finalreport.pdf
- Local Government Association (2018), Loneliness How do you know your council is actively tackling loneliness?
https://www.local.gov.uk/sites/default/files/documents/22.28%20-%20Loneliness%20Must%20Know_02.pdf
- Local Government Association Combating loneliness: A guide for local authorities
https://www.local.gov.uk/sites/default/files/documents/combating-loneliness-guid-24e_march_2018.pdf
- NHS England and NHS Improvement (2019) Social prescribing link workers: Reference guide for primary care networks;
<https://www.england.nhs.uk/wp-content/uploads/2019/07/pcn-reference-guide-social-prescribing.pdf>
- Royal College of General Practitioners, (2018), Tackling Loneliness A Community Action Plan
<https://www.rcgp.org.uk/-/media/Files/News/2018/RCGP-tackling-loneliness-may-2018.ashx?la=en>

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- What Works Wellbeing (2018), What do we know about tackling loneliness?
https://whatworkswellbeing.org/wp/wp-content/uploads/woocommerce_uploads/2018/10/briefing-tackling-loneliness-Oct-2018.pdf

Action Plan Framework

Considering national and local evidence, the framework for the action plan will cover the whole life course and will aim to tackle loneliness as early as possible and throughout a person's life as circumstances change. Addressing loneliness is a complex and will require support from all sectors within Rotherham; Partners of the HWB, local communities, people with lived experience, private sector, and voluntary and community groups. Evidence and actions will be added as more information is available from working with Partners and the public. The action plan will follow four aims when addressing the issues of tackling loneliness. The four aims are as followed:



Rotherham Loneliness Action Plan 2023-2025

Aim 1. To make loneliness everyone's responsibility.

Objectives	Actions	Who will lead?	By when?	What do we want to see as a result?	Progress to date
<p>Raise awareness amongst all partners, businesses, and the public of the importance of social connections.</p> <p>Create a social movement to empower people to see that everyone has a role in tackling loneliness</p> <p>Use the Rotherham Five Ways to Wellbeing as the campaign to encourage a whole society response to address loneliness.</p>	<ul style="list-style-type: none"> To develop clear and consistent messages in relation to loneliness, the affects and impact on people across the whole life course. Partners of the HWB to use agreed messages in communications to their workforce and public. To develop clear self-care/self-help messages which encourage and help people to develop and maintain good social connections using the themes of Five Ways to Wellbeing: To be Active To Connect To Give To keep Learning To Take Notice. To develop clear messages about how people can look out for others. 	<p>Communication Leads and identified champions from all HWB partners.</p>	<p>Starting November 2023</p>	<ul style="list-style-type: none"> Consistent messages about loneliness which are supported and communicated by all HWB partners. People living and working in Rotherham having a good understanding of how they can help themselves and others. Five Ways to Wellbeing messages prominently used as a way of promoting wellbeing. People reporting that they feel that they feel connected and supported by the 	

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Objectives	Actions	Who will lead?	By when?	What do we want to see as a result?	Progress to date
	<ul style="list-style-type: none"> To work with Comms colleagues to have a scheduled programme to promote these messages throughout the year, linking in with national campaigns where appropriate. To promote and celebrate examples of good practice. 			people they live and work with.	
Utilise local assets to address loneliness and improve opportunities for people to connect.	<ul style="list-style-type: none"> HWB partners to understand how local assets can be used as community hubs. Actions in place to use local assets as places for people to connect. 	HWB partners		<ul style="list-style-type: none"> Creation of more community hubs/opportunities for people to connect. 	
Involve local people in coproducing solutions to tackle loneliness, utilising local assets.	<ul style="list-style-type: none"> To work with local communities where loneliness is identified in Ward plans. To work with community of interest groups to look at solutions to address loneliness. To look to use local assets to address loneliness within 	<p>Neighbourhoods, RMBC working with Elected Members Local community</p> <p>Communities of interest- CYPS, AC, H & PH, VAR, VCS, and partners of the HWB.</p>	Ward plans- work ongoing.	<ul style="list-style-type: none"> More inclusive and connected communities. More people engaged in community volunteering roles. Empowered communities which use their local assets to 	

Rotherham Loneliness Action Plan 2023-2025

Objectives	Actions	Who will lead?	By when?	What do we want to see as a result?	Progress to date
	geographical communities and communities of interest. <ul style="list-style-type: none"> To share learning and best practice from ward activity with other areas. VAR to lead on workshops with VCS organisations to explore solutions. Development of the Befriending Providers Network – capacity building, standardised measuring/approach/. 			address loneliness. <ul style="list-style-type: none"> Shared good practice being adopted in other areas. 	
Promote and increase the use of neighbourhood centres	<ul style="list-style-type: none"> Promote the use of neighbourhood centres for tenants. To install WIFI to designated centres to promote digital inclusion for tenants 	Housing Operations Manager	September 2023	<ul style="list-style-type: none"> Tenants feeling less isolated and connected to the local 	
For partners to mitigate against loneliness in the planning, commissioning, and development of services/policies.	<ul style="list-style-type: none"> To agree a set of measures to ensure social connectivity is considered in place-based initiatives such as planning, commissioning of services, housing, and transport. 	Champions from HWB.		<ul style="list-style-type: none"> Evidence of social connections being considered in place-based initiatives such as planning, commissioning of 	

Rotherham Loneliness Action Plan 2023-2025

Objectives	Actions	Who will lead?	By when?	What do we want to see as a result?	Progress to date
				services, housing, and transport.	

Rotherham Loneliness Action Plan 2023-2025

Aim 2. Improving how organisations and services in Rotherham connect people at risk of experiencing loneliness to support.

Objectives	Actions	Who will lead?	By when?	What do we want to see as a result?	Progress to date
<p>To understand the needs of specific groups/communities who are more at risk of loneliness and use this to address to issues leading to loneliness, improve support and connect people to local offers.</p> <p>(examples include children and young people, adults with Learning Disabilities and autism, new parents, carers)</p>	<ul style="list-style-type: none"> To work with organisations and people with lived experience to do some detailed work to understand the issues which are leading to loneliness. Develop specific actions to address this. Ensure information is shared in training like MECC. Promote opportunities for these groups/communities to connect with others. 	Public Health, Speak Up, CYPS, HWB Partners, VCS	<p>Working with specific communities to understand the issues to commence January 2023</p> <p>MECC training to incorporate information gleaned from January 2023</p>	<ul style="list-style-type: none"> Specific actions to address loneliness for vulnerable groups. Informed workforce People feeling connected where they live and work. 	
Mapping services/organisations which are available to support Rotherham residents	<ul style="list-style-type: none"> Working with Council and VCS to capture local information on centres, groups, Libraries, events. Information will be stored on a map which the public will have access to- JSNA 	Public Health Intelligence, VAR, Adult Care, Housing and Neighbourhoods, RMBC	First draft December 2022	<ul style="list-style-type: none"> Interactive map that the public can use to find out what is available in their local community. 	

Rotherham Loneliness Action Plan 2023-2025

Objectives	Actions	Who will lead?	By when?	What do we want to see as a result?	Progress to date
Promote health, wellbeing and connectedness through arts and cultural initiatives.	<ul style="list-style-type: none"> Co-design Children's capital of culture with children and young people, with focus on improving their mental health and wellbeing and promoting connectedness 	Head of Creative Programming & Engagement Culture, Sport and Tourism Service	March 2025	<ul style="list-style-type: none"> Improved mental health and wellbeing of children and young people. Children and young people feeling connected. 	
RMBC Library service will actively seek to reduce social isolation and loneliness through the Library Strategy 2020-2022 and the RMBC Culture, Sport & Tourism service plan 2022/23	<ul style="list-style-type: none"> Continue to make improvements to library buildings to make them more accessible, to create a warmer welcome and provide more advice and support services being delivered through libraries. Training for staff on 'Making Every Contact Count' and 'Loneliness Training' Organise reading groups and activities in which people can come together, both face to face and digitally e.g., 'Cuppa and chat' sessions, death cafes, menopause cafes etc. 	All Libraries and Neighbourhood Hubs Team Leaders.	Ongoing	<ul style="list-style-type: none"> Libraries functioning as friendly and welcoming community hubs, freely accessible to all. Libraries as spaces for people to share experiences and spaces that respond to specific health issues, including death, menopause, and dementia, and improve community resilience Library staff to be able to identify individuals requiring support as first points of contact. Offer a service to those who are potentially lonely and vulnerable. 	

Rotherham Loneliness Action Plan 2023-2025

Objectives	Actions	Who will lead?	By when?	What do we want to see as a result?	Progress to date
	<ul style="list-style-type: none"> Work with the community hub to identify additional customers who would benefit from the Booklink and Home Library Service. 				
Identify the levels of loneliness in Rotherham overall, paying attention to specific communities, groups and in relation to rurality.	<ul style="list-style-type: none"> To include the new Public health outcomes Framework data on loneliness in JSNA. To build on the initial needs analysis with older people, young people, and tenants, identifying other specific groups/communities to listen to. To ensure that the JSNA makes specific reference to loneliness and its impact on specific groups/communities. Partners of the HWB to make use of the JSNA data in their commissioning intentions and provision of services thereby 	Neighbourhoods, PH with support from partners of the HWB.	March 2023	<ul style="list-style-type: none"> JSNA data on loneliness informing commissioning intentions and provision of services. Service providers and commissioners having a good understanding of the needs of vulnerable and at-risk groups. 	

Rotherham Loneliness Action Plan 2023-2025

Objectives	Actions	Who will lead?	By when?	What do we want to see as a result?	Progress to date
	ensuring that actions are not contributing to increased loneliness.				
To continue to apply the principles of Making Every Contact Count (MECC), to enable practitioners across Place to spot the signs of loneliness have meaningful conversations.	<ul style="list-style-type: none"> To roll out MECC and loneliness training across Rotherham. 	PH working with HWB partner organisations including VAR.	Ongoing	<ul style="list-style-type: none"> Number of staff trained in MECC and loneliness. Case studies showing how people have been identified and signposted. 	
Raise awareness amongst public sector, local businesses and communities of the causes, triggers, and impact of loneliness, using training and local campaigns.	<ul style="list-style-type: none"> To incorporate this into MECC training. To update training with any new information from the JSNA. To use the Five Ways to Wellbeing as Rotherham's local campaign to promote the importance of good social connections. 	PH working with HWB partner organisations	Ongoing	<ul style="list-style-type: none"> Frontline staff aware of at-risk groups and trigger points for loneliness. Increased knowledge used to identify people and signpost to appropriate support and give tailored self-help self-care information. 	
Work with Primary Care Network (PCN) to raise awareness of loneliness.	<ul style="list-style-type: none"> To assist PCNs in understanding their local communities and the assets available which support good social connections. 	PCN, PH and Voluntary Action Rotherham and HWB partners, Link Workers.		<ul style="list-style-type: none"> Reduction clinician time spent supporting people whose main issue is loneliness. 	

Rotherham Loneliness Action Plan 2023-2025

Objectives	Actions	Who will lead?	By when?	What do we want to see as a result?	Progress to date
				<ul style="list-style-type: none"> Improved wellbeing of people experiencing loneliness. 	
Engage local businesses/employers in actions to combat loneliness.	<ul style="list-style-type: none"> To co-produce with businesses suggested actions to combat loneliness. To look to include loneliness as a theme within the Be Well@Work Scheme. <p>(For example; allowing community groups use of premises, staff trained to identify people at risk, staff time to have conversations with vulnerable people).</p>	PH working with colleagues across South Yorkshire and local businesses.		<ul style="list-style-type: none"> Loneliness is an element within the Be Well@Work scheme. Evidence of good practice from employers/businesses in their actions to address loneliness from both within the workforce and to the wider community. Shared examples of good practice. 	
Employers of the HWB to consider what actions they can take to encourage staff to have good social connections both in and out of work.	<ul style="list-style-type: none"> To work with HR in HWB partner organisations to develop policies and working practices which outline responsibilities for employers, managers, and staff in maintaining good social connections. HWB partners to consider the following: 	HR Leads from HWB organisations working (linking into the Be Well @ Work) & VAR		<ul style="list-style-type: none"> Specific policies and practices being implemented which support good social networks. Evidence of initiatives where staff support each other. Evidence of workforce supporting the wider community through 	

Rotherham Loneliness Action Plan 2023-2025

Objectives	Actions	Who will lead?	By when?	What do we want to see as a result?	Progress to date
	<p>allowing community groups use of premises, staff trained to identify people at risk, staff time to have conversations with vulnerable people).</p> <ul style="list-style-type: none"> Explore the potential for Potential ESV (employer supported volunteering) and development of developing bespoke volunteering opportunities, linking in with Befriender Network. 			volunteering opportunities.	
Program of tenant health check to identify tenants suffering from loneliness	<ul style="list-style-type: none"> Routine checks (once every 4 years) Signposting and referring on 	Head of Housing and Estate services	Ongoing	<ul style="list-style-type: none"> Tenants receiving support and relevant signposting. Tenants feeling settled and belonging within the local community. 	
Recognise how loneliness and isolation contributes to vulnerability to crime and exploitation	<ul style="list-style-type: none"> Raising awareness with partners and the public around the signs of vulnerability in crime and exploitation. 	Safer Rotherham Partnership – Protecting vulnerable Adults and protecting	SRP priority until 2025	<ul style="list-style-type: none"> Loneliness and isolation are considered as part of the vulnerability risk assessment process 	

Rotherham Loneliness Action Plan 2023-2025

Objectives	Actions	Who will lead?	By when?	What do we want to see as a result?	Progress to date
		vulnerable children.		<ul style="list-style-type: none"> Make appropriate referrals through individual support plans. 	
To work in partnership with others to embed tackling loneliness into local policies and practices.	<ul style="list-style-type: none"> To work with Mayoral Combined Authority to explore opportunities that transport can contribute to tackling loneliness. 	Consultant in Public Health-Healthy Communities	July 2023	<ul style="list-style-type: none"> Evidence of partner policies taking actions to address loneliness. 	

Rotherham Loneliness Action Plan 2023-2025

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.

Objectives	Actions	Who will lead?	By when?	What do we want to see as a result?	Progress to date
To promote one directory of information for the public and practitioners to access. (GISMO)	<ul style="list-style-type: none"> Partners of the HWB to agree to use and promote one directory of services in Rotherham- GISMO. To ensure that this one directory is maintained. 	VAR working with HWB partners.	Ongoing	<ul style="list-style-type: none"> One directory of services which is used by all HWB partners. Website advertised and promoted widely across the borough. Directory updated regularly. 	
Increase awareness amongst the public of opportunities to access free and affordable activities.	<ul style="list-style-type: none"> Promoting the one directory (GISMO) and Rotherham council website to people who live and work in Rotherham. All HWB partners to promote the activities/initiatives they deliver using the Five Ways to Wellbeing branding. To ensure that organisations who 	VAR, Comms Leads from HWB partners.	Ongoing	<ul style="list-style-type: none"> People living and working in Rotherham know where to access information on local activities. 	

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Objectives	Actions	Who will lead?	By when?	What do we want to see as a result?	Progress to date
	engage with the public have access to update and relevant information for signposting.				
Support and empower community groups	<ul style="list-style-type: none"> Deliver the tenant federation contract to support and empower community groups to deliver services within their local neighbourhoods. Community development and capacity building for VCS- opportunity to map and do some targeted work 	<p>Housing Operations Manager</p> <p>VAR</p>	<p>March 2024</p> <p>Ongoing</p>	<ul style="list-style-type: none"> Supported individuals and increased activity provision. 	

Rotherham Loneliness Action Plan 2023-2025

Aim 4. Spread good practice and encourage knowledge sharing on tackling loneliness across Rotherham.

Objectives	Actions	Who will lead?	By when?	What do we want to see as a result?	Progress to date
Build up the evidence base of what works locally.	<ul style="list-style-type: none"> To learn from and disseminate good practice at a ward & community level. To consider holding network/ sharing events for practitioners and communities to come together and share good practice. 	Neighbourhoods, PH working with HWB partners.		<ul style="list-style-type: none"> Better communication about what works amongst partner organisations. Better use of resources. Strong local evidence base on which to build upon. 	
Evaluation from COVID funded projects for the over 55s	<ul style="list-style-type: none"> Complete evaluation of over 55s programme to provide recommendations for future programming for this audience and reduce social isolation 	March 2023	Head of Creative Programming & Engagement Culture, Sport and Tourism Service	<ul style="list-style-type: none"> Evidence from programme being used in future planning. 	
Encourage communities/businesses to engage with national based initiatives.	<ul style="list-style-type: none"> Support local communities/employers to take part in national initiatives like The Jo Cox Great Get Together 	Neighbourhoods, PH, HWB partner leads working with local communities, schools, colleges, universities, and local businesses.		<ul style="list-style-type: none"> Reduction in stigma surrounding loneliness. Greater community cohesion. 	

Rotherham Loneliness Action Plan 2023-2025

Objectives	Actions	Who will lead?	By when?	What do we want to see as a result?	Progress to date
				<ul style="list-style-type: none"> Examples of national initiatives being implemented in Rotherham. Positive media coverage. 	
Counter the narratives that drive hate, division, and exclusion in communities	<ul style="list-style-type: none"> Implement a programme of community engagement, working with partners, to promote dialogue and understanding, and challenge prejudice, stereotypes, and hateful narratives. Engage with schools and young people to develop and deliver a range of educational activities and interventions on the Harms of Hate. Raise public awareness of hate crime and sources of support. 	Community Safety Team, RMBC – Chris Gaynor, Community Safety Officer (Safer Stronger Communities)	3-year priority to 31 March 2025	<ul style="list-style-type: none"> Build safer stronger communities by tackling the drivers of hate that can cause division and tension in communities that potentially could lead to social isolation. 	

Progress Summary

Date of meeting	Actions Outstanding	Lead	Actioned By

Grey	Not due to start
Red	Not on target
Amber	Almost achieving target
Green	Achieving Target/ On track
Blue	Complete

References

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- ¹ Perlman, D. and Peplau, 1981, cited in HM (2018), 'A connected society: a strategy for tackling loneliness' https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/750909/6.4882_DCMS_Loneliness_Strategy_web_Update.pdf Accessed 02/03/2020
- ² Jo Griffin, Mental Health Foundation (2010) The lonely society. https://www.mentalhealth.org.uk/sites/default/files/the_lonely_society_report.pdf Accessed 02/03/2020
- ³ Local Government Association (LGA), ref code 22.28. https://www.local.gov.uk/sites/default/files/documents/22.28%20-%20Loneliness%20Must%20Know_02.pdf. Accessed 02/03/2020
- ⁴ NHS England, 2019, PAN 000581. <https://www.england.nhs.uk/wp-content/uploads/2019/07/pcn-reference-guide-social-prescribing.pdf> Accessed 02/03/2020



South Yorkshire
Integrated Care Board

Update on the Development of the Integrated Care Partnership Strategy

Rotherham Health and Wellbeing Board

23 November 2022

SY ICB Author(s)	Marianna Hargreaves, Strategy & Transformation Lead, SY ICB
SY ICB Sponsor Director	Will Cleary-Gray, Executive Director Strategy and Partnership, SY ICB
SY ICB (Rotherham Place) Lead Executive / Lead Officer	Claire Smith, Deputy Place Director Lydia George, Strategy and Delivery Lead
Purpose of Paper	
<p>To share the attached key documents produced through the Integrated Care Partnership (ICP) working group:</p> <p><i>Enclosure 1) For information</i>, a briefing paper that went to the System Leaders Executive Group on the progress being made to establish the South Yorkshire ICP and developing the South Yorkshire Integrated Care Strategy.</p> <p><i>Enclosure 2) For consideration</i>, the stakeholder engagement pack developed to support engagement with place colleagues, including Health and Wellbeing Boards on the areas identified to feature in the ICP Strategy.</p>	
Is your report for Approval / Consideration / Noting	
Consideration / Noting	
Recommendations / Action Required by the Board	
<ul style="list-style-type: none"> • Note enclosure 1 outlining the progress made to establish the South Yorkshire ICP and the progress made to develop the South Yorkshire ICP Strategy. • Note and consider enclosure 2 the engagement slide, to enable stakeholders and system partners to: <ul style="list-style-type: none"> ➢ Understand more about the South Yorkshire ICP, in the context of the South Yorkshire Integrated Care System (ICS) ➢ Share early work around the development of the initial Integrated Care Strategy, built on all our existing strategies and plans and in line with national guidance ➢ Share details of the engagement approach building on work to date ➢ Share the vision co created with ICP Members for the Strategy ➢ Share the shared outcomes identified and the potential areas of focus to be more ambitious, working collaboratively across South Yorkshire to add value ➢ Seek your views and input to inform the development of the ICP Strategy, noting that this will be the initial Strategy and will evolve over time 	

**Progress Update: South Yorkshire Integrated Care Partnership &
South Yorkshire Integrated Care Strategy Development**

System Leader Executive

9 November 2022

Author(s)	Marianna Hargreaves, Strategy & Transformation Lead, SY ICB
Sponsor Director	Will Cleary-Gray, Executive Director Strategy and Partnership, SY ICB

1. Purpose

- 1.1. The purpose of this paper is to provide a brief update to the System Leaders Executive Group on the progress being made to establish the South Yorkshire Integrated Care Partnership (ICP) and developing the South Yorkshire Integrated Care Strategy.

2. Background

- 2.1. At its inaugural meeting on 1 July 2022 the Integrated Care Board confirmed the founding members of South Yorkshire's Integrated Care Partnership. In recognition of the work achieved under the ICS the Integrated Care Board also adopted South Yorkshire's current strategy, the South Yorkshire ICS Five Year Strategic Plan¹ and all underpinning plans, recognising that significant engagement and work on shared priorities and integration had already started. Hence providing a basis for further engagement and a starting position for strategy development as a statutory Integrated Care System.
- 2.2. Systems Leaders have been regularly appraised of the strategy and planning that is expected during 2022/23 including the Integrated Care Strategy for South Yorkshire by December 2022 and the NHS Five-Year Forward Plan by the end of March 2023. This brief provides a summary of progress to date to establish the South Yorkshire Integrated Care Partnership and develop the South Yorkshire Integrated Care Strategy.

3. South Yorkshire Integrated Care Partnership

- 3.1. The national engagement document on Integrated Care Partnerships (ICPs)² was jointly developed by the Department of Health and Social Care, NHS England and NHS Improvement and the Local Government Association (LGA). It underpins the development of the South Yorkshire ICP
- 3.2. Integrated Care Partnerships (ICPs) have been designed to provide a forum for NHS leaders and local authorities to come together as equal partners with other key stakeholders including the voluntary sector. It is a meeting forum not an organisation. The guidance is clear that ICPs should support place-based partnerships and coalitions with community partners which are well-situated to act on the wider determinants of health in local areas. Bringing together both statutory and non-statutory interests of places together.
- 3.3. It is expected that by complementing place-based working and partnerships, ICPs will play a critical role in facilitating joint action to improve health and care outcomes and experiences across their populations, influencing the wider determinants of health, including creating healthier environments, inclusive and sustainable economies.

¹ [SYB ICS Five Year Plan A4 Report.WEB-060320.pdf \(syics.co.uk\)](#)

² [Integrated care partnership \(ICP\) engagement document: integrated care system \(ICS\) implementation - GOV.UK \(www.gov.uk\)](#)

- 3.4. Engagement early in 2022 with Health and Wellbeing Boards, their elected members and lead officers in Barnsley, Doncaster, Rotherham and Sheffield led to the development of a proposal to establish the South Yorkshire Integrated Care Partnership (ICP). The initial membership of the South Yorkshire ICP was proposed from each place with five nominations sought from each Health and Wellbeing Board and a further ten nominations from an ICB and South Yorkshire wider perspective.
- 3.5. The first meeting of the South Yorkshire ICP took place on 23 September 2022 and covered:
- An overview of the ICS and development journey
 - Adoption of the South Yorkshire Health and Care Compact
 - Recognition of the considerable progress made in places, collaboratives and alliances across South Yorkshire
 - The timeline for developing the Integrated Care Strategy
 - Consideration of the South Yorkshire population needs and outcomes
 - Consideration of current strategies and plans – there was an agreement that our initial ICP Strategy would build on all existing strategies and plans.
 - Consideration of the engagement approach
 - Consideration of what an Integrated Care Strategy might look like for South Yorkshire
 - Consideration of a draft ICP constitution and approval of Chair, Vice Chair and nominations for membership
- 3.6. A development session was agreed for the 28 October 2022 to inform the development of the Integrated Care Strategy. To consider the vision, level of ambition, shared outcomes, and priorities for the Strategy. Meeting dates have now been scheduled for November and December to enable review and sign off the Integrated Care Strategy.
- 3.7. It was also agreed that an ICP Working Group would be formulated comprising of ICP members. This has now been established and has started to meet regularly to support the work of the ICP.

4. Development of the South Yorkshire Integrated Care Strategy

- 4.1. All Integrated Care Partnerships are expected to publish an interim Integrated Care Strategy by the end of December 2022. There is an acknowledgement nationally that this timeline is challenging and as such initial strategies are expected to be a starting point and will evolve over time.
- 4.2. In readiness to inform the South Yorkshire ICP Strategy and the Five-Year Joint Forward Plan a strategic baseline was approved by System Leaders and work on this is ongoing, it includes four key elements of preparatory work:
- Capture the learning to date
 - Understand the current baseline across a number of themes including, population health needs and outcomes, quality, workforce, finance etc.
 - Consider & reflect the views of stakeholders, patients and the public
 - Outline our existing plans and commitments
- 4.3. A re-refresh of South Yorkshire Population Health Needs was shared and discussed at the first meeting of the Integrated Care Partnership to shape and inform the strategy. It was a key input into the development session on 28 October.
- 4.4. The Department for Health and Social Care published guidance on the development of Integrated Care Strategies in July³. The guidance is clear that the Strategy needs to be developed in response to the needs of the South Yorkshire population, using information from the Joint Strategic Needs Assessment (JSNA's) and be aligned to Health and Wellbeing Strategies. That it needs to be produced with stakeholders including local people and communities and to focus on ambitions to improve health and wellbeing, reduce geographic disparities and address health inequalities.

³ [Guidance on the preparation of integrated care strategies - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/preparing-integrated-care-strategies)

- 4.5. Integrated Care Strategies are expected to build on this existing work, plans and momentum to further the transformative change needed to tackle challenges such as reducing disparities in health and social care; improving quality and performance; preventing mental and physical ill health; maximising independence and preventing care needs, by promoting control, choice and flexibility in how people receive care and support.
- 4.6. The national guidance outlines that Integrated Care Strategies need to include and consider the following:

Need to include

- Shared outcomes
- Quality and quality improvement
- Joint working and section 75
- Data and information sharing

Need to consider

- Personalised care
- Disparities in health and care
- Population health and prevention
- Research and innovation
- Health protection
- A focus on different ages
- Workforce
- Other related health services

- 4.7. The guidance also offers a steer on their preparation, including engaging and involving local people and communities. In South Yorkshire we are keen to ensure that our strategy is informed by the views of patients and the public. Our starting point is to understand what people have already told us is important to them by gathering insight from the wide range of engagement activities that have been undertaken in South Yorkshire over the last few years by our ICP partners that are related to the areas expected to feature in the ICP strategy. This has now been gathered and analysed independently to pull through the key themes that are identified as important to people in South Yorkshire. This was a key input into the ICP development session on 28th October.
- 4.8. The plan is to also undertake additional new engagement activity with our partners across the ICP, linking with the voluntary sector and Healthwatch to help us take a targeted approach and reach out and engage with people from whom we don't think we have heard and those with lived experience. The approach and question have been agreed by the ICP Working Group. During November we will be asking people a simple question **What matters to you about your health and wellbeing?** We are seeking support from System Leaders to share details of this next phase of engagement with staff so that they have an opportunity to contribute.
- 4.9. In taking things forward in this way we are building on our engagement approach to date and doing so in a way that will enable us to continue to strengthen our engagement with people and communities as the ICP Strategy evolves and is translated into delivery.

5. ICP Development Session 28 October

- 5.1. The development session on 28 October was well attended and covered the following:
- Scene setting – the ICP Strategy Ask
 - Understanding the South Yorkshire Population Health Needs
 - Listening to what people have identified as important– feedback of the insight gathered
 - Group work to co create our vision for the ICP Strategy
 - Group work to consider our shared outcomes and areas of focus
 - Next steps
- 5.2. As described above there were several key inputs to the session including the re-fresh of South Yorkshire Population Health Needs and the draft report of the insight gathered from existing engagement work undertaken by ICP Partners.
- 5.3. Preparatory work was also undertaken to bring together the areas already identified by the South Yorkshire ICP to inform the session. These included a range of health improvement areas, enablers and other potential areas of focus to be further considered as set out below:

- **Health Improvement Areas**
 - Maternal health and supporting children to get the best start in life
 - Children and young people's mental health
 - Enabling children, young people & adults to maximise their capabilities & have control over their lives
 - Focusing on modifying the top factors that are leading to preventable ill-health and premature mortality in South Yorkshire - including smoking, maintaining a healthy weight and alcohol and where they cluster
 - Creating environments where individuals/communities are enabled to improve their health and wellbeing by address the wider determinants of health, such as the quality of housing, air pollution, work & living environments.
 - Strengthening the focus on prevention and early diagnosis of long term conditions, cancer, hypertension, cardiovascular and respiratory disease as the main contributors to premature mortality in South Yorkshire.
 - Supporting people to age well, maintain independence, plan for and access personalised care and support.
 - Working with communities with the greatest need to address inequalities at pace
 - Addressing variation in access, experience and outcomes – continuous quality improvement
 - Supporting people (all age) to have better mental health and for those with mental health problems and learning disabilities to have better physical health, including suicide prevention
 - Working together to address the emerging risks for health, lasting impact of covid and cost of living challenges
- **Enablers**
 - Workforce – Supporting the wellbeing and mental health of our existing workforce, growing our future workforce, supporting local people to enter health and care roles & developing a workforce that reflects the diversity of our communities
 - Financial resource allocation - Rebalancing our spend towards prevention. Enabling inequitable distribution of resources to support those with greatest need.
 - Digital – Advancing our digital capabilities to support integrated services, personalised care & shared decision making.
 - Estates – Ensure available estate acts as an enabler, taking a strategic approach to assets to get the most out of our collective assets. Enable use of assets by communities
 - Improving access – Improving access, eg primary care (GPs, pharmacists, dentists, optometrists) by supporting primary care and primary care networks, joining up services in neighbourhoods and linking with the voluntary care sector.
 - Service integration – Working in partnership to ensure integration of health & care services and working with the voluntary sector to enable a coordinated multiagency approach to supporting individuals & communities, especially those with greatest needs.
 - Intelligence – Harnessing the data and intelligence across South Yorkshire to ensure we understand the needs of our population and take evidence based action
 - Comms & engagement – Working in partnership with individuals and communities through neighbourhoods and places to enable ongoing engagement, including supporting and enabling co design/co production
- **Other potential areas of joint focus**
 - Harnessing our collective role as anchor institutes
 - The sustainability agenda, including sustainable travel, net zero, and contributing to climate change
 - A focus on work and health, including local recruitment, supporting people to get into/stay in work, employment support for people with physical, mental health and learning disabilities and through this contributing to the local economy
 - Forging partnerships across the NHS, universities and industry to align research to meet population needs and promote uptake of proven innovation.

- 5.4. These were given further consideration in the development session on 28 October 2022 and several shared outcomes and areas of focus were identified, particularly those where there is an opportunity for us to add value by working across the ICP.
- 5.5. The group work was shaped around the following shared outcomes, all of which align to those identified in Health and Wellbeing Strategies:
- Ensuring the best start in life for children and young people
 - Enabling people to live longer and healthier lives
 - Improving both physical and mental health and wellbeing of the poorest and most vulnerable the fastest
 - Supporting people to live in safe, strong and vibrant communities
 - Equipping people with the skills and resources they need to thrive
- 5.6. The following areas of focus were identified where there is potential for us to be more ambitious in our approach to inform the development of our strategic priorities:
- Prevention and early detection/identification both on the big causes of ill health and mortality and across all groups and ages, physical and mental health
 - Health and care workforce – paid and unpaid including carers
 - Economic inclusion (health and work)
 - Quality & effectiveness – continuous quality improvement
 - Sustainability including action on climate change and best use of resources.
- 5.7. A number of key system enablers for example engagement, workforce, digital, estates, intelligence and innovation were also considered in the session as key to enabling delivery of our shared outcomes and areas of focus. As was the need to work together, build our partnerships and work with communities, the voluntary sector and other agencies. Together maximising our role as anchor institutes.
- 5.8. A number of critical next steps were agreed and the ICP this included the output of the session which will be shared back with ICP Members by Friday 4th November.
- 5.9. Further work is now required to consolidate and refine the output through the ICP Working Group due to meet again on 9 October and this will progress the critical next steps including synthesising the work on vision, shared outcomes and ambitions and initial draft of the strategy to discuss at the next meeting of the ICP on 28 November.
- 5.10. The ICP has agreed to meet on both 28 November and 20 December at which it will consider a final version of the Strategy.

6. Recommendations

The System Leaders Executive Group is asked to:

- Note the progress made to establish the South Yorkshire Integrated Care Partnership
- Note the progress made to develop the South Yorkshire Integrated Care Strategy
- Consider and give feedback on the emerging areas of focus and areas for developing bold ambitions
- Consider and support the next steps to enable engagement to inform the development of the South Yorkshire Integrated Care Strategy by
 - Share details of the next phase of engagement & support staff to contribute
 - Supporting wider stakeholder engagement over November using information to be provided through existing mechanisms and through specific drop-in sessions and / webinar forums.

Developing our South Yorkshire Integrated Care Strategy

Engagement Pack for Stakeholders

Work in progress

November 2022

Please direct feedback to syicb-sheffield.comms@nhs.net

Purpose

The purpose of this slide pack is to enable stakeholders and system partners to

- Understand more about the South Yorkshire Integrated Care Partnership (ICP), in the context of the South Yorkshire Integrated Care System (ICS)
- Share how we have started to develop our initial Integrated Care Strategy, built on all our existing strategies and plans and in line with national guidance.
- Share details of our engagement approach building on work to date
- Share the vision we have co created with ICP Members for our Strategy
- Share the shared outcomes we have identified and the areas where we would like to focus to be more ambitious, working collaboratively across South Yorkshire to add value
- Seek your views and input to inform the development of our Integrated Care Strategy, noting that this will be our initial Strategy and will evolve over time



An Overview of South Yorkshire Integrated Care System

Our Integrated Care System

The South Yorkshire Integrated Care System (SYICS) formally launched as an ICS in October 2018 as one of the first Integrated Care Systems in England. It was formalised by the Health and Care Act, 2022.

Statutory Integrated Care Systems have two defining features:

- An **Integrated Care Partnership** – convened by Local Authorities and the ICB within the area and they have a wide membership of partners
- An **Integrated Care Board** – a statutory NHS Body bringing together the NHS and the functions of Clinical Commissioning Groups and Some from NHS England

The Core purpose of ICS are to:

- Improve outcomes in population health and healthcare
- Tackle inequalities in outcomes, experience and access
- Enhance productivity and value for money
- Help the NHS support broader social and economic development.



South Yorkshire System Overview

Where we work



- 1.4 Million Population
- 72,000+ health and care staff
- 36 neighbourhoods
- 4 Places with 4 Health and Care Partnerships
- 4 Local Authorities
- 10,000+ VCSE organisations
- 186 General practices working in Primary Care Networks
- 3 community Mental Health and Community Trusts
- 8 Acute and Hospital NHS Trusts
- System Collaboratives and Alliance
- 1 Ambulance Trusts
- 1 Integrated Care Board
- 1 Integrated Care Partnership
- 1 Combined Mayoral Authority
- £3.9 Billion Health and Social Care Budget

Place Based Health & Care Partnership

Partners in each of our places are working together as Place Based Health & Care Partnerships to improve health and care for local communities.

These partnerships are the foundation of Place development with relationships in each continuing to evolve and work taking place to deliver ambitious joint strategic plans for the health and care needs of their local population.

Each Place Base Partnership has a Local Plan with priorities. It sets out how partners will work together to help everyone in their locality.



The principle aim is to help people in each of our Places to get the best start in life and to be healthier.

Strategies and Plans

Each Place has a Health and Well-being Board Strategy and a Place Plan for Health and Care

South Yorkshire has a [Five Year Plan](#)

Place and System plans were formally adopted by the newly established Integrated Care Board on 1 July 2022.

Vision

For everyone in South Yorkshire to have the best start in life, with support to be healthy and live well, for longer

Strategy takes a life course of **Starting well, Living well and Aging well**



The 2022/23 Strategy and Planning Ask of South Yorkshire

SY Planning Framework

Integrated Care Strategy

5-Yr Joint Forward Plan 2-Yr Operational Plans

Aug 22

Dec 22

Apr 23

Page 70

- Initial planning framework set out
- Discussed with System Leaders (SLE)
- **Four early inputs** to strategy development to understand our baseline including refreshing South Yorkshire population health needs

- How the **health, social care and wellbeing needs** of the local population are to be met
- Must address **integration** of health, social care and health-related services

- Describe the **NHS contribution** to meeting the health needs of the local population,
- Reflecting local priorities and address the four core purposes of ICSs
- Must be coherent with detailed **planning returns**
- **Jointly developed across NHS Trusts and SY ICB**



South Yorkshire Integrated Care Partnership

Integrated Care Partnership

Purpose

- Integrated Care Partnerships (ICPs) have been developed to play critical role in facilitating joint action to improve health and care outcomes and experiences across their populations, influencing the wider determinants of health, including creating healthier environments, inclusive and sustainable economies.
- ICPs have been designed to support place based partnerships and provide a forum for NHS leaders and Local Authorities to come together as equal partners with other stakeholders including the voluntary sector.

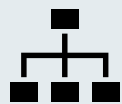
Initial meeting: 23 September 2022

- Overview of ICS and development journey
- Adoption of Health and Care Compact
- Recognised considerable progress made in places, collaboratives and alliances across South Yorkshire
- Considered South Yorkshire population health needs
- Considered current strategies and plans
- Started to consider Integrated Care Strategy

Development session: 28 October 2022

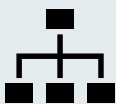
- Scene setting – the ICP Strategy Ask
- South Yorkshire Population Health Needs
- Listening to what people have identified as important with feedback of the insight gathered
- Group work to co create our vision for the ICP Strategy
- Group work to consider areas of focus, including shared outcomes, ambitions, system enablers and partnership building - working with others

South Yorkshire Integrated Care Partnership



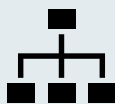
Membership: *Barnsley*

- **Councillor Caroline Makinson** , Councillor, BMBC
- **Carly Speechley**, Director of Children and Families, Barnsley Hospital FT
- **Sheena McDonnell**, Chair, Barnsley Hospital NHS FT
- **Kathy McArdle**, Service Director, Regeneration and Culture, BMBC
- **Adrian England**, Independent Chair, MHLD&A Partnership Barnsley



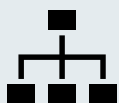
Membership: *Doncaster*

- **Councillor Rachael Blake**, Councillor, DMBC
- **Councillor Nigel Ball**, Councillor, DMBC
- **Damian Allen**, Chief Executive, DMBC
- **Rupert Suckling**, Director of Public Health, DMBC
- **Dolly Agoro**, Co-chair, Doncaster Inclusion and Fairness Forum



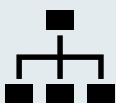
Membership: *South Yorkshire*

- **Oliver Coppard** (Chair), South Yorkshire Major
- **Martin Swales**, Chief Executive
- **Pearse Butler** (Vice Chair), SY ICB, Chair
- **Gavin Boyle**, SY ICB Chief Executive
- **Will Cleary-Gray**, SY ICB Executive Director of Strategy and Partnership
- **David Crichton**, SY ICB Chief Medical Officer
- **Cathy Winfield**, ICB Chief Nursing Officer
- **Christine Joy**, SY ICB Chief People Officer
- **Wendy Lowder** (TBC), SY ICB Executive Place Director Barnsley
- **Suzie Joyner**, Strategic Director Children services, S Yorks (TBC)



Membership: *Rotherham*

- **Councillor David Roche**, Councillor, RMBC
- **Sharon Kemp**, Chief Executive, RMBC
- **Kate Davis**, Chief Executive, Crossroads, Rotherham
- **Richard Jenkins** , Chief Executive, Rotherham Hospital FT and Barnsley Hospital NHS FT
- **Dr Jason Page**, GP Primary Care



Membership: *Sheffield*

- **Councillor Angela Argenzio**, Councillor, Sheffield CC
- **Greg Fell**, Director of Public Health, Sheffield CC
- **Alexis Chappell**, Director of Adult Health and Social Care. Sheffield CC
- TBC
- TBC



Purpose

- A joint statutory committee, convened by LAs and ICB to facilitate action across system to improve health and care and influence wider determinants of health
- An advocate for partnership working, innovation and new approaches
- Responsibility for the setting the Integrated Care Strategy (must involve local people and Healthwatch in development)
- Consider whether care needs could be better met through integration of health and care (section 75)

Integrated Care Strategy

National Guidance

- Integrated Care Strategies are expected to set the direction of the system by setting out how it will work together to deliver more joined-up, preventative, and person-centred care for their whole population.

They are expected to include....

- Shared outcomes
- Quality & quality improvement
- Joint working & section 75
- Data & information sharing

To consider..

- Personalised care
- Disparities health and social care
- Population health and prevention
- Research and innovation
- Health protection
- A focus on different ages
- Workforce
- Other health related services

South Yorkshire Approach

- The approach agreed in South Yorkshire to develop our initial Integrated Care Strategy is to build on...
 - The significant engagement work already undertaken by our ICP Partners and use the insight from this to inform our strategy development
 - All the existing strategies and plans, particularly Health and Wellbeing Strategies and Place Plans for Health and Care.
 - The considerable work on integration that has already taken place through Health & Wellbeing Boards, Place development, Better Care Fund plans and previous non statutory integrated care systems to develop strategies that support more integrated approaches to delivering health & care

Integrated Care Strategy: Engagement

Phase 1

- Analysed 284 reports from ICP partners from what they'd heard from citizens in last two years.
See animation on next slide

Phase 2

- Asking a simple question
- What matters to you about your health and wellbeing?
- More information on our website here: <https://syics.co.uk/get-involved/tell-us-what-matters-you-about-your-health-and-wellbeing>
- Survey here: <https://re-url.uk/WTOL>
- Or for a discussion about how you can involve your citizens please email: katy.davison@nhs.net



Our Vision for Integrated Care Strategy

To replace with agreed vision once confirmed through ICP

- People in our diverse communities are empowered to live happy and healthy lives.
- All South Yorkshire people are enabled to live happier and healthier lives for longer by:
 - Ensuring the best start in life for children
 - Enabling people to live longer and healthier lives
 - Improving both mental and physical health and wellbeing of the poorest and most vulnerable the fastest
 - Supporting people to live in safe, strong and vibrant communities
 - Equipping people with the skills and resources they need to thrive
- For people in South Yorkshire (everyone) to live well for longer
- For South Yorkshire to be the healthiest region in the country.

For us to have:

- Thriving children – every child ready for school age 5
- Thriving people and families – everyone in work and everyone making a contribution
- Thriving communities – strong neighbourhoods that are age friendly, intergenerational communities
- For a fair and equitable South Yorkshire, where people feel like they belong, where people help each other, and everyone is enabled to live well for longer.

Shared Outcomes

Shared Outcomes

- Ensuring the best start in life for children and young people
- Enabling people to live longer and healthier lives
- Improving both mental and physical health and wellbeing of the poorest and most vulnerable the fastest
- Supporting people to live in safe, strong and vibrant communities
- Equipping people with the skills and resources they need to thrive

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 & 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

Prevention and early detection

- Strengthening the focus on prevention and shifting resource to enable this. Taking a population health management approach.
- Work with individuals/communities with the greatest need to address inequalities at pace
- Working together to focus on the top factors that are leading to preventable ill-health and premature mortality including smoking, maintaining a healthy weight and alcohol and where they cluster, in those individuals and communities with the greatest need.
- Strengthening the focus on prevention & early diagnosis of long term conditions by taking a personalised approach and focusing on the main contributors to premature mortality cancer, cardiovascular & respiratory disease & those in greatest need to address health inequalities
- Creating environments where people are enabled to improve their physical and mental health and wellbeing by address the wider determinants of health, such as the quality of housing, air pollution, work, living environments.
- Working together to address the emerging risks for health, lasting impact of covid and cost of living challenges

Areas we would like to be more ambitious...



Economic inclusion

- 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
- Thus acting on the relationship between health and economic inclusion

Our health and care workforce

- Supporting the wellbeing and mental health of workforce
- Growing and developing our future workforce, supporting local people to enter health and care roles including those with physical and mental health conditions (see economic inclusion)
- Our commitment to value and support our entire workforce as 'One Workforce' across health and care (72,000+ staff), including voluntary sector, paid or unpaid staff & carers. Developing a workforce that reflects the diversity of the communities we serve

Sustainability

- Contributing to and shaping the sustainability agenda for South Yorkshire, including promoting sustainable travel, active travel, net zero, retrofit, natural capital, renewable energy
- Enabling best use of resources to secure greater service sustainability

Quality and Effectiveness

- Addressing variation in access, experience and outcomes through continuous quality improvement, contributing to addressing health inequalities
- Reducing inefficiency to aid sustainability of services
- Forging partnerships across the NHS, universities and industry to align research to meet population needs and promote uptake of evidenced base interventions and proven innovation to improve quality and effectiveness.

System Enablers & Partnership Building

Enablers

- Engagement - Placing lived experience at the heart:. Taking decisions as close to communities as possible. Recognising the unique role and knowledge individuals with experience of our services, communities and VCSE sector play in leading & shaping solutions and enabling co design
- One Diverse Workforce - Supporting the wellbeing our staff, growing and developing our future workforce, supporting local people to enter health & care roles & developing a diverse workforce to reflect our communities
- Rebalancing & flexing use of resource towards prevention
- Improving access eg primary care (GPs, pharmacists, dentists, optometrists), community & mental health services, social care
- Service integration – Joining up primary care, community health & care, mental health services and voluntary sector locally
- Estates – Taking a strategic approach to asset management to get the most out of our collective assets.
- Intelligence - Harnessing data and intelligence to ensure we understand the needs of our population and take evidence based action
- Digital – Developing digital capabilities to support sharing information, to enable delivery of integrated, personalised services to improve patient experience and facilitate evidence based, shared decision making.
- Communication - Communicating clearly and effectively, building trust, preventing and resolving problems together. Being open and honest in our communications to build stronger relationships.

Partnership Building – Working with others

- Employers - Work & health - Acting on the relationship between poor health and economic participation. Growing and developing our future workforce, supporting local people to enter health and care roles including those with physical and mental health conditions.
- Working closely with voluntary care sector & communities
- Harnessing our collective role as anchor institutes
 - As large scaler employers widening access to quality work
 - Large purchases of goods & services, doing so locally for social benefit
 - As owners of assets using buildings and spaces to support communities
 - Learning from others and spreading good ideas, modelling civic responsibility
 - Reducing environment impact
- Linking with other agencies such as housing
- Working with schools and education providers to improve health and wellbeing for children and young people
- Contributing to shaping the sustainability agenda
- Forging partnerships NHS, universities, industry to align research to meet population needs and promote uptake of proven innovation

Questions to consider...

- Does the early thinking on what an Initial Integrated Care Strategy for South Yorkshire look like feel right?
- Do the shared outcomes and areas identified to be more ambitious feel right?
- What more can we do to support wider partners to influence and shape the Integrated Care Strategy?

Next Steps...

- Test the shared outcomes, potential areas of focus and identified enablers with wider stakeholders and groups – **over November**
- Undertake the additional engagement work (phase 2) – **over November**
- Organise a webinar/drop in(s) with key stakeholders to update on the work and gather their input and feedback – **over November**
- ICP Working Group to begin to draft the strategy ready for the next ICP meeting **on 28 November**
- Engagement with stakeholders on the draft strategy - **in December**
- Final draft strategy to ICP **December - Date 20 December**
- Commence work on the ICB Five Year Joint Forward Plan that needs to be developed by the Integrated Care Board and NHS Trust Partners, aligned to the ambitions set out in our Integrated Care Strategy by the end of March 2023

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

Background

- 1.1** The purpose of this report is to confirm that South Yorkshire Integrated Care Board (SYICB) and Rotherham Metropolitan Council (RMBC) have jointly developed a new overarching Section 75 Framework Agreement and BCF Call-Off Partnership/Work Order in 2022-23, which reflects local need and priorities.
- 1.2** The Department of Health and Social Care (DHSC) and the Department for Levelling Up, Housing and Communities (DLUHC) and NHS England have published a Policy Framework for the implementation of the Better Care Fund (BCF) in 2022-23. The Framework forms part of the NHS mandate for 2022-23.
- 1.3** As set out in the BCF Policy Framework, the requirements of the planning process have focused on providing person-centred integrated care, with health, social care, housing and other services working together to provide better joined up care in 2022/23. The BCF supports services to work more closely together so that people can stay well, safe and independent at home, live healthy, fulfilled, independent and longer lives, get the care they need at the right place at the right time, so that they continue to remain independent at home or to return to independence after an episode in hospital. The response to the Covid-19 pandemic has accelerated the pace of collaboration at Place level and the aim is to maintain momentum and build upon these positive changes.
- 1.4** The use of BCF mandatory funding streams (including NHS minimum contribution, improved Better Care Fund (iBCF) grant and Disabled Facilities Grant (DFG) must be jointly agreed by Integrated Care Boards (ICBs) and Local Authorities to reflect local health and care priorities, with plans signed off by Health and Wellbeing Boards (HWBs). BCF plans include stretching ambitions for improving outcomes against the national metrics. Local areas are required to agree use of the mandatory funding streams locally, to pool these into a joint agreement under Section 75 of the NHS Act 2006 and to provide an end of year report.

Key Issues

- 2.1** The Better Care Fund will continue to provide a mechanism for personalised, integrated approaches to health and social care that support people to remain independent at home or to return to independence after an episode in hospital. The BCF was established by Government to provide funds to local areas to support the integration of health and social care.
- 2.2** The BCF Plan for Rotherham has been developed to promote and implement integration, and these schemes are set out in the Rotherham Section 75 Agreement for 2022/23.
- 2.3** A BCF planning template, narrative template and capacity and demand template was required by the national team for 2022-23 which has been submitted to NHS England on 26th September 2022. Approval letters will be issued by the national team giving formal permission to spend (SYICB minimum) by 30th November 2022.
- 2.4** The BCF Planning Requirements 2022-23 illustrates that a formal agreement needs to be established in each local area to enable the Council and the SYICB to work collaboratively in

	delivering the services. The requirement is for an agreement using Section 75 of the National Health Service Act, 2006. The Section 75 Agreement needs to be fully signed by both partner organisations and in place by 31 st December 2022.
2.5	This partnership framework agreement gives powers to local authorities and health bodies to establish and maintain pooled funds, out of which payment may be made towards expenditure incurred in the exercise of prescribed local authority functions and prescribed National Health Service (NHS) functions.
2.6	A Section 75 framework agreement is used when there is some cross-over of functions between the two organisations; to allow them to act in partnership to pool budgets or create non-pooled funds, to agree that staff carrying out the inter-related functions can undertake work for both parties and to delegate functions to provide a more seamless service.
2.7	A Section 75 framework agreement records a wider working relationship between health and social care organisations, with a view to arrangements being developed across a number of different services or it can be used for a single discrete service.
2.8	The Section 75 Framework Agreement has established two Better Care fund pooled budgets. With each organisation hosting one fund, the proposal allows both the Council and SYICB (Rotherham Place) to maximise the benefits of hosting a pooled budget.
2.9	A performance management programme has been developed which will allow a close focus on each of the BCF schemes. The schemes have been mapped into two pooled budgets to allow similar services to explore opportunities for further integrated working, and to work together to collect and monitor data, ensuring duplication is avoided.
2.10	The BCF Operational Group gathers reviews and interprets performance data, and ensures targets are monitored and met. The BCF Executive Group is the body which has strategic oversight of the whole BCF plan. The officer groups will be held accountable across the system and have key representatives from both SYICB and RMBC. Terms of Reference for each of these groups are set out in BCF Call-Off Partnership / Work Order.
2.11	This partnership will work across all Partners to ensure effective delivery of the ambitions set out in the BCF metric plans. The SY ICB 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.
2.12	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 £46.483m BCF Plan for 2022/23. One fund, hosted by the SYICB (Rotherham Place), is valued at £11.500m and the other fund, hosted by the Council, is valued at £34.983m. Both funds sit under the same Section 75 Framework Agreement which provides governance for the BCF plan.
2.13	The BCF mandatory funding includes the minimum NHS contribution of £22.892m, Improved Better Care Fund (IBCF) £14.481m and DFG £3.064m for 2022/23 which amounts to a total of £40.437 million.
2.14	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
2.15	Risk sharing agreements have been agreed to protect both parties from areas of overspend and financial risk.
2.16	The governance arrangements are currently under review and existing arrangements outlined from 2021-22 will be maintained until these have been fully agreed by all parties. The new governance arrangements will be made available at the Health and Wellbeing Board on 25 th January 2022.
Key Actions and Relevant Timelines	

3.1	<p>The BCF planning and narrative templates for 2022/23 will go through various stages of the approval process as follows:</p> <ul style="list-style-type: none"> • Health and Wellbeing Board approval – 21st September 2022 • BCF planning submission from local HWB areas – 26th September 2022. • Regionally moderated assurance outcomes sent to BCF team – 24th October 2022 • Cross-regional calibration – 1st November 2022 • Approval letters issued giving formal permission to spend (NHS minimum) – 30th November 2022. • The 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 December 2022
Informal Feedback from Better Care Team	
4.1	<p>The Better Care Team have provided informal feedback on 20th September 2022, that the BCF Assurance Panel has put forward Rotherham's BCF Plan for 2022/23 for approval.</p> <p>The next stage in the process will be cross-regional calibration by 1st November 2022 and approval letters will be issued to local areas giving formal permission to spend (NHS minimum) by 30th November 2022.</p>
Implications for Health Inequalities	
5.1	<p>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.</p> <p>Rotherham's Prevention and Health Inequalities Strategy and Action Plan: 2022-25 focuses on supporting people in Rotherham to live well for longer through driving prevention-led approaches across health and social care. The strategy sets out the local approach to delivering the NHS Core20Plus5 framework. This means that as part of the programme, partners have committed to addressing inequalities for those living in the 20% most deprived communities according to the Indices of Multiple Deprivation. In Rotherham this accounts for 36% of the population.</p> <p>A number of inclusion groups include ethnic minority communities, gypsy, Roma and Traveller communities, people with severe mental illnesses, learning disabilities and neurodiverse people, carers, asylum seekers and refugees and those in contact with the criminal justice system.</p> <p>BCF funded schemes which reduce health inequalities includes:</p> <ul style="list-style-type: none"> • 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	
6.1	<p>That the Health and Wellbeing Board approves the:</p> <p>(I) Section 75 Framework Agreement and Better Care Fund (BCF) Call-Off Partnership / Work Order for 2022/23.</p>

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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	It is a local authority with a responsibility for commissioning and providing certain health and social care services for residents of Rotherham.
1.2	About the SYICB (Rotherham Place)	It is an NHS body with responsibility for commissioning health services under the 2006 Act in Rotherham.
1.3	Why the Participants are establishing this Framework	From time to time the Participants may wish to enter into Call-off Partnerships for the commissioning of services in relation to any of the following: <ul style="list-style-type: none"> • Council Functions; and/or • SYICB (Rotherham Place) Functions.
1.4	Purpose of this Framework Agreement	<ul style="list-style-type: none"> • To set out the following: <ul style="list-style-type: none"> - This contractual terms in relation to the Framework generally; and - The contractual terms of each Call-off Partnership, in addition to the other documents described in item 2.6. • To enable the Participants to pool funds and to align budgets as agreed between the Participants.
1.5	Powers of the Participants	The Participants enter into each Call-off Partnership under section 75 of the 2006 Act and/or section 13Z(2) and 14Z(3) of the 2006 Act as applicable.

2. The agreement between the parties

Each Participant agrees as follows:

2.1	Establishment of Framework	By signing this Framework Agreement, the Participants establish the Framework.									
2.2	How the Participants are to operate under this Framework	<ul style="list-style-type: none"> • 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. 									
2.3	Consideration payable by a Participant to the other Participant for entering into <ul style="list-style-type: none"> • This Framework Agreement; and • Each Call-off Partnership from time to time. 	<ul style="list-style-type: none"> • £1.00 if demanded by the other Participant in writing. • The parties agree this is sufficient consideration. 									
2.4	This Framework Agreement applies to each 'Call-off Partnership' , being a partnership to which all of the following apply <table border="1"> <tr> <td>(a)</td><td>Who has established the Call-off Partnership</td><td>Both Participants.</td></tr> <tr> <td>(b)</td><td>How the Participants are to establish the Call-off Partnership</td><td> It is established under a Work Order that: <ul style="list-style-type: none"> • 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. </td></tr> <tr> <td>(c)</td><td>When the Participants may establish a Call-off Partnership from time to time</td><td> Any time: <ul style="list-style-type: none"> • 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. </td></tr> </table>	(a)	Who has established the Call-off Partnership	Both Participants.	(b)	How the Participants are to establish the Call-off Partnership	It is established under a Work Order that: <ul style="list-style-type: none"> • 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. 	(c)	When the Participants may establish a Call-off Partnership from time to time	Any time: <ul style="list-style-type: none"> • 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. 	
(a)	Who has established the Call-off Partnership	Both Participants.									
(b)	How the Participants are to establish the Call-off Partnership	It is established under a Work Order that: <ul style="list-style-type: none"> • 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. 									
(c)	When the Participants may establish a Call-off Partnership from time to time	Any time: <ul style="list-style-type: none"> • 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. 									
2.5	What is the scope of Framework	Any commissioning activities in relation to any services which may be the subject of a partnership between the Council and the 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

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

(b) This Framework Agreement

This Framework Agreement.

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

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

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

(a) Schedules etc.

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

(b) Other documents

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

- 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.

(c) Cover pages

These pages before the execution clauses.

(d) Schedule 1

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

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

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

4. End of Framework, Call-off Partnerships

4.1	When this Framework ends	<p>There is no expiry date of the Framework.</p> <p>The Framework continues until the first of the following occurs:</p> <ul style="list-style-type: none"> • 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	<p>No.</p> <p>That Call-off Partnership continues until it ends according to item 4.3.</p>
4.3	When each Call-off Partnership ends Either of the following, as relevant:	
(a)	If there is no Commissioned Contract in place at the relevant time in relation to the Call-off Partnership	<p>On the first of the following to occur:</p> <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> - By a Participant unilaterally under the terms of this Framework Agreement or under the relevant Work Order; or - By written agreement of the Participants.
(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:	<ul style="list-style-type: none"> • 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 Contract in connection with the Call-off Partnership.

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

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

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

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

(a) Already arisen, accrued

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

(b) Relating to certain events or circumstances

Those which relate to events or circumstances

- Which are connected with the relevant Call-off Partnership; and
- Which occurred on or before the end date of that Call-off Partnership.

(c) Interest

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

(d) Continuing nature

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

About Call-off Partnerships generally

5. Obligation to enter Call-off Partnerships

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

No obligation.

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

No obligation.

6. Procedures to establish Call-off Partnerships

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

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

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

General principles

7. General obligations

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

To the highest of the following standards:

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

- 7.2 Keeping informed

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

- 7.3 Obligations not to create certain risks etc.

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

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

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

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

- 7.5 Miscellaneous obligations of each Participant

- (a) Compliance with Partnership Board resolution etc.

Each Participant must comply with all of the following:

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

(b) Not to assist

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

(c) Not to attempt

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

Arrangements of each specific Call-off Partnership

8. Type of commissioning arrangement

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

As indicated in the Work Order.

9. Delegations between the Participants

- 9.1 What the **Council** delegates to the **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	On the date the Participants enter into the relevant Call-off Partnership, or on such later date indicated in the Work Order.
9.4	Whether there are any restrictions on a Participant's powers to delegate its powers or functions by Law	Those restrictions apply to any delegation described in this section 9 to the minimum extent necessary to comply with the Law.
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	<ul style="list-style-type: none"> As indicated in the relevant Work Order. Any additional contracts as agreed by the Participants in writing.
13.2	Which Participant is to be a party to each Commissioned Contract described in item 13.1	<ul style="list-style-type: none"> As indicated in the relevant Work Order. As agreed by the Participants in writing.
13.3	How the Participants are to decide on the contractual terms of each Commissioned Contract, including any specification or the like	According to the decision making rules of this Framework described in section 34.
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	As indicated in the relevant Work Order.

17. Host Participant

17.1	Which Participant is the Host Participant in relation to a particular Call-off Partnership	<ul style="list-style-type: none"> • Current Host Manager: as indicated in the relevant Work Order. • From time to time: as agreed in writing by the Participants.
17.2	Responsibilities and tasks of the Host Participant in relation to a relevant Call-off Partnership from time to time	As indicated in the relevant Work Order.
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	<ul style="list-style-type: none"> • 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.
17.4	The Host Participant's obligations to keep the Partnership Board informed of events and circumstances affecting the relevant Call-off Partnership as and when they occur	<p>The Host Participant will be obliged to keep the Partnership Board informed of:</p> <ul style="list-style-type: none"> • 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
17.5	How a Host Participant must carry out its responsibilities in relation to a relevant Call-off Partnership	<p>It must do so as follows:</p> <ul style="list-style-type: none"> • With reasonable skill and care • In accordance with the contractual terms of the Call-off 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	As indicated in the relevant Work Order.
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	<ul style="list-style-type: none"> • 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	As indicated in the relevant Work Order.
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20. Minimum volumes

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

Only to the extent indicated in the relevant Work Order.

21. Exclusivity

- 21.1 Whether any Participants is obliged under this Framework Agreement to do any of the following **on an exclusive basis**
- Use a Commissioned Contract of a particular Call-off Partnership
 - Purchase any services from any particular Relevant Provider

Only to the extent indicated in the relevant Work Order.

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

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

- (a) Period covered by the initial contribution

As indicated in the relevant Work Order.

- (b) Liability of the SYICB (Rotherham Place) to make **initial contributions**

As indicated in the relevant Work Order.

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

As indicated in the relevant Work Order.

- (d) When payment is due

As indicated in the relevant Work Order.

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

- (a) Period covered by each regular further contribution

As indicated in the relevant Work Order.

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

As indicated in the relevant Work Order.

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

As indicated in the relevant Work Order.

- (d) When payment is due

As indicated in the relevant Work Order.

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

(a)	Definition of an ' Overspend '	Actual expenditure is greater than planned in the approved budget/contribution to the pooled fund
(b)	Liability of the SYICB (Rotherham Place) to make ad hoc further contributions due to any Overspends	As indicated in the relevant Work Order.
(c)	Liability of the Council to make ad hoc further contributions due to any Overspends	As indicated in the relevant Work Order.
(d)	Whether there are any events or circumstances causing the liability of the SYICB (Rotherham Place) (in item (b)) and/or the liability of the Council (in item (c)) to change on a particular occasion	As indicated in the relevant Work Order.
(e)	When payment is due	As indicated in the relevant Work Order.
22.4	Arrangements regarding any underspends from time to time	As indicated in the relevant Work Order.

23. Charging service users

23.1	Right of either Participant to impose any charges on service users for whose benefit any services are provided under a Commissioned Contract	As indicated in the relevant Work Order. Only in relation to Council functions.
23.2	Treatment of any charges received by a Participant in the circumstances described in item 23.1	Retained by the Council.
23.3	Right of either Participant to allow a Relevant Provider under a Commissioned Contract to impose any charges on service users for whose benefit any services are provided under a Commissioned Contract	It may do so.
23.4	Treatment of any charges received by a Relevant Provider in the circumstances described in item 23.3	Retained by the Relevant Provider.

24. Rebates, credits, refunds

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

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

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

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

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

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

25. Interest on late payment

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

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

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

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

26. No set off

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

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

27. No liens

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

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

Reimbursements**28. Certain reimbursements**

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

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

From the Pooled Fund.

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

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

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

Each of the following to the extent relevant

- (a) Payment of charges

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

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

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

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

Only as indicated in the relevant Work Order.

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

Only as indicated in the relevant Work Order.

Routine changes, and events resulting in changes

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

Annually in arrears (on each 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	<p>Only those approved by the Partnership Board as being 'joint expenses' of the Partnership</p> <ul style="list-style-type: none"> 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	<p>It can be anyone other than</p> <ul style="list-style-type: none"> Any Affiliate of that Participant; and/or The other Participant and/or its Affiliate.
	(ii) To what the Claim must relate	<p>Where the Claim relates to, or is the consequence of, either or both of the following:</p> <ul style="list-style-type: none"> 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	<p>The relevant Participant must be able to demonstrate it has taken reasonable steps to mitigate its relevant Losses for which it seeks reimbursement.</p>
	(iv) Exception	<p>This item (d) does not apply to the extent the act (or failure to act) by the relevant Participant and/or by anyone else is the result of a Deliberate Default of the relevant Participant.</p>
28.3	Whether a Participant's right to reimbursement under this section 28 continues after the end of the relevant Call-off Partnership	<p>The right to reimbursement still applies for the benefit of the Participant even if its claim for reimbursement is first made or threatened after the end of the relevant Call-off Partnership.</p>

Partnership Board and governance

29. Governance arrangements

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.
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30. Partnership Board – composition

30.1	Number of representatives of each Participant on the Partnership Board	As indicated in the relevant Work Order.
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30.2	How each Participant appoints its representative on the Partnership Board from time to time	<ul style="list-style-type: none"> 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	<p>To manage the affairs generally of the Framework and each Call-off Partnership in place at the time.</p> <p>To make decisions on any matter affecting the Framework and each Call-off Partnership in place at the time, including the Reserved Matters indicated in section 36.</p>
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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	<p>At least one of the following</p> <ul style="list-style-type: none"> 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	<p>Each Participant is legally bound to comply with it, unless either of the following applies</p> <ul style="list-style-type: none"> 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	As indicated in the relevant Work Order.
(b)	Frequency	As indicated in the relevant Work Order.
(c)	Day If not falling on a Business Day, on the next Business Day	As indicated in the relevant Work Order.
(d)	Time	As indicated in the relevant Work Order.

33.2 Additional meetings

(a)	Participant responsible for calling additional meetings of the Partnership Board	As indicated in the relevant Work Order.
(b)	Obligations of the Participant indicated in item (a) if the other Participant requests an additional Partnership Board meeting from time to time	That Participant must not unreasonably refuse that request of the other Participant.
(c)	How additional meetings are called by the Participant indicated in item (a)	<ul style="list-style-type: none"> • By written communication to each representative of the other Participant. • No other formalities are required.
(d)	Setting the day, time and location for additional Partnership Board meetings	The Participant indicated in item (a) shall act reasonably and in good faith in setting the day, time and location of the additional meeting.
(e)	Minimum notice period for additional Partnership Board meetings	<ul style="list-style-type: none"> • 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.

33.3 Quorum for meetings

(a)	Quorum for meetings of the Partnership Board	As indicated in the relevant Work Order.
(b)	Consequence if no quorum is present	If the quorum of a meeting is not met within 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.

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

As indicated in the relevant Work Order.

33.5	Eligibility of representatives of a Participant to attend a Partnership Board meeting (or relevant part of it)	<p>Each one is eligible to attend.</p> <p>Exception:</p> <ul style="list-style-type: none"> 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	<p>Observers: each Participant may send observers to attend Partnership Board meetings, acting reasonably, and subject to all of the following</p> <p>(a) Conflict of interest</p> <p>(b) Confidentiality</p> <p>(c) Space</p> <p>(d) Voting</p> <p>(e) Speaking</p>	<p>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.</p> <p>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).</p> <p>The relevant Participant must have reasonable regard to room space when inviting observers.</p> <p>The observer is not entitled to vote at a relevant meeting.</p> <p>The observer is not entitled to speak at the relevant meeting, unless permitted by the representatives of the Participants:</p> <ul style="list-style-type: none"> Who are eligible to vote at the meeting; and Who are at the meeting.
33.7	<p>Holding meetings of the Partnership Board electronically</p> <p>(e.g. conference calls etc.)</p> <p>(a) When meetings of the Partnership Board must be held electronically according to this item 33.7</p> <p>(b) How electronic meetings are to be held</p> <p>(c) Consequences if meetings of the Partnership Board which are held electronically under this item 33.7</p>	<p>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.</p> <p>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).</p> <p>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).</p>
33.8	<p>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</p> <p>(a) Prepare</p>	<p>To prepare properly for the meeting.</p>

(b)	Attend	To attend the meeting.
(c)	Absence	To give advance notice to the chairperson of any absence, where reasonably possible.
(d)	Conflict of interest	To declare any personal conflict of interest on any matter under consideration from time to time.
(e)	Personnel	<ul style="list-style-type: none"> 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.
(f)	Status of minutes of a particular meeting of the Partnership Board	If none of the individuals representing a Participant at the meeting has raised any complaint about the accuracy or completeness of contents of the circulated minutes more than 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	By the Host Participant acting alone within its Individual Authority (see section 35).
(b)	Partnership Board resolution	By a Partnership Board resolution (see item 32.2).
(c)	By agreement	<ul style="list-style-type: none"> By agreement of the Participants evidenced in writing. This may include (for example) an exchange of e-mails 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.

(d) Deemed authorised

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

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

(a) Member

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

	(b) Outside Individual Authority	None of the other items in item 35.3 applies to give the Host Participant the Individual Authority to carry out that decision or other act (other than item 35.3(d)).
	(c) Later accepted or no complaint	<p>At least one of the following applies:</p> <ul style="list-style-type: none"> • 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	In writing to the Partnership Board.
	(b) Contents when raising the complaint	X must describe (in the written communication) the relevant act of which is outside the Host Participant's Individual Authority.
	(c) Deadline by which X must raise the complaint	No later than 30 days after X has been made aware of the relevant act.
35.6	Whether any Participant other than the Host Participant has any Individual Authority to act in connection with the Partnerships	Only to the extent authorised by a resolution of the Partnership Board or the written agreement of each Participant.
35.7	<p>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</p> <ul style="list-style-type: none"> • Except to the extent the Participants otherwise lawfully agree in writing • (each of the following to be read independently) 	
	(a) Outside scope	The act is not reasonably incidental to the scope of activity of the relevant Call-off Partnership according to section 10.
	(b) Joint	The act is not intended for the benefit of the Participants collectively.
	(c) Breach of Partnership Board resolution or agreement in writing of the Participants	The act is contrary to any Partnership Board resolution or agreement in writing of the Participants in place at the time (excluding trivial and technical breaches).
	(d) Breach of Framework Agreement	The act is in breach of this Framework Agreement (excluding trivial and technical breaches).

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

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

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

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

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

<p>These consequences do not apply to X's act to the extent all of the following apply</p> <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> - 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: <ul style="list-style-type: none"> - 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.
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- (b) If the consequences of the act CANNOT reasonably be apportioned

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

36. Reserved Matters

- 36.1 Matters which are reserved for a decision by the Partnership Board or written agreement between the Participants
Each of them is a **Reserved Matter**

37. Deadlocks

- 37.1 Definition of a '**Deadlock**'

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

- 37.2 How Deadlocks are to be resolved

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

General property issues

38. Property issues

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

(as between the Participants)

(a) In relation to Intellectual Property

It shall belong to the relevant Participant

That Participant shall grant each other Participant and its Affiliates a licence to use that Intellectual Property.

The terms of that licence are as follows

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

(b) In relation to all other property

Such property shall belong that Participant.

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

General monitoring

39. Keeping Partnership Records

39.1 What is a 'Partnership Record'

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

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

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

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

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

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

41. Keeping informed

- 41.1 General obligations of each Participant

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

TUPE

42. TUPE

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

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

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

Information

43. Confidentiality

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

(a) Business activities

Information relevant to its activities generally, including without limitation,

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

(b) Under Commissioned Contract

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

(c) Dispute resolution

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

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

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

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

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

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

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

Not necessary.

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

(a)	Public domain	<ul style="list-style-type: none"> 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.
(b)	Independently developed	The Recipient can reasonably prove it (or its Affiliates and/or their Personnel) had developed that information independently of its association with the Discloser and/or the Discloser's Affiliates and/or their Personnel.
(c)	Independently acquired	<ul style="list-style-type: none"> 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.
(d)	Trivial	The information is of a trivial nature.

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

(a)	Non-disclosure (subject to item 43.5)	<p>The Recipient</p> <ul style="list-style-type: none"> Must keep that Confidential Information strictly in confidence, and Must not disclose it or make it available to third parties.
(b)	Not to misuse	<ul style="list-style-type: none"> 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.
(c)	Not to direct others	The Recipient must not direct or assist any person to do anything in breach of the rest of this item 43.4.
(d)	Comply with the Law	The Recipient must comply with relevant Law in relation to the keeping, disclosure or use of that Confidential Information.

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

Either

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

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

(a) Consent

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

(b) To any of the following

(i) Personnel
(subject to item 43.7)

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

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

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

(iii) Public body
(subject to item 43.7)

Any public body authorised to review this Framework Agreement.

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

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

(v) Disputes
(subject to item 43.7)

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

(vi) Third parties
(subject to item 43.7)

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

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

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

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

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

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

(a) Need to know

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

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

(b) Treating unauthorised disclosures etc.

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

(c) Separate confidentiality agreement

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

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

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

(a) Inform

The Recipient must inform the Discloser of the circumstances

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

(b) Make person aware

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

(c) Assist the Discloser to challenge

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

(d) Keep to minimum

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

44. Freedom of information

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

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

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

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

44.3 Obligations of a Participant ('X')

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

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

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

(b) Assistance

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

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

Y must reimburse X for its reasonable and sufficiently-evidenced third party costs in complying with X's obligations in item (b).

Y is not liable to reimburse X for its own internal Personnel time except to the extent X and Y otherwise agree in writing.

(d) Other obligations

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

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

(a) Rights of X

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

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

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

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

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

(d) To what this item 44.4 is subject

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

45. Announcements and publicity

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

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

The authorisation of the Partnership Board is not required if the relevant Participant is required to do so by Law.

46. Data protection**46.1 Arrangements between the Participants in relation to data protection**

- (a) If a Participant is to **act as a data processor** for the other Participant in connection with a particular Call-off Partnership
- Whether according to the Work Order of the Call-off Partnership, any Partnership Board Resolution or any agreement between the Participants
- (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**
- (b) **Data Protection Impact Assessment**
- (c) **Protective Measures**
- (d) **Processed Personal Data**
in relation to a Relevant Controller
- (e) **Relevant Controller**
each of the following in relation to Processed Personal Data where it is the Controller

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

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

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

Technical and organisational measures for the purposes of item 47.7.

Any Personal Data if and for as long as all of the following apply to it

- A Relevant Controller is a Controller according to Law.
- The Relevant Processor and/or its Sub-processor is a Processor in connection with a particular Call-off Partnership, according to Law.

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

(f)	Relevant Processor	The relevant Participant who is the Processor of the relevant Processed Personal Data.									
(g)	Sub-processor	Any third party (including any contractor of the Relevant Processor) appointed by the Relevant Processor to Process any Processed Personal Data in connection with a particular Call-off Partnership.									
(h)	Interpretation	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.									
47.3	Roles of the Relevant Controller and the Relevant Processor (for the purposes of the Data Protection Legislation) in relation to any Processed Personal Data which the Relevant Processor is to Process in connection with a particular Call-off Partnership	The Relevant Controller is the Controller and the Relevant Processor is the Processor in relation to the Processed Personal Data.									
47.4	Purposes for which the Relevant Processor and/or its Sub-processors are authorised under a particular Call-off Partnership to Process any Processed Personal Data (and not for other purposes)	Any of the following <ul style="list-style-type: none"> • 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. 									
47.5	Paramount obligation of the Relevant Controller and the Relevant Processor in relation to Processed Personal Data of the Relevant Controller	<ul style="list-style-type: none"> • 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. 									
47.6	The Relevant Processor must comply with all of the following if and for as long as it (or its Sub-processor) Processes any Processed Personal Data in connection with a particular Call-off Partnership (whichever imposes the highest standard)	<table border="1"> <tr> <td data-bbox="204 1429 229 1458">(a)</td><td data-bbox="301 1429 544 1458">Policies, instructions</td><td data-bbox="810 1429 1495 1563">Reasonable, lawful, relevant and adequately communicated policies and/or instructions of the Relevant Controller from time to time in connection with the Processing of the Processed Personal Data.</td></tr> <tr> <td data-bbox="204 1585 229 1615">(b)</td><td data-bbox="301 1585 632 1615">Relevant Processor's policy</td><td data-bbox="810 1585 1495 1653">The Relevant Processor's own relevant policies in place from time to time.</td></tr> <tr> <td data-bbox="204 1675 229 1704">(c)</td><td data-bbox="301 1675 347 1704">Law</td><td data-bbox="810 1675 1495 1859"> <ul style="list-style-type: none"> • 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. </td></tr> </table>	(a)	Policies, instructions	Reasonable, lawful, relevant and adequately communicated policies and/or instructions of the Relevant Controller from time to time in connection with the Processing of the Processed Personal Data.	(b)	Relevant Processor's policy	The Relevant Processor's own relevant policies in place from time to time.	(c)	Law	<ul style="list-style-type: none"> • 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.
(a)	Policies, instructions	Reasonable, lawful, relevant and adequately communicated policies and/or instructions of the Relevant Controller from time to time in connection with the Processing of the Processed Personal Data.									
(b)	Relevant Processor's policy	The Relevant Processor's own relevant policies in place from time to time.									
(c)	Law	<ul style="list-style-type: none"> • 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 Sub-processor).
- The likely consequences of the relevant event or circumstance
- The measures the Relevant Processor or the Sub-processor has taken (and/or proposes to take) in response to the event or circumstance to mitigate the harm to the Processed Personal Data and/or to the relevant Data Subjects and/or the Relevant Controller.

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

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

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

(a) Assist

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

(b) Preventative steps

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

(c)	Non-disclosure	<p>The Relevant Processor must not disclose any information about the relevant event or circumstance to a Data Subject, the Information Commissioner (or other regulatory or law enforcement body) or anyone else except to the extent:</p> <ul style="list-style-type: none"> • 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	<p>The Relevant Processor must do the following</p> <ul style="list-style-type: none"> • 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. <p>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.</p>
(e)	Investigate	<p>The Relevant Processor must investigate the relevant event or circumstance.</p>
(f)	Mitigate harm	<ul style="list-style-type: none"> • 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	<p>The Relevant Processor must not offer any remedy to any Data Subject in relation to the relevant event or circumstance without the Relevant Controller's prior written consent.</p>
(h)	Comply with Law	<p>In any case, the Relevant Processor must comply with the Data Protection Legislation and the Law generally in its response to the relevant event or circumstance.</p>
47.11	How the Relevant Processor must inform the Relevant Controller if required to do so anywhere in this section 47	<p>As directed by the Relevant Controller from time to time, acting reasonably.</p>

<p>47.12 Assistance which the Relevant Processor must give the Relevant Controller in relation to the Processed Personal Data</p>	<p>The Relevant Processor must give the Relevant Controller reasonable assistance to for any of the following purposes</p> <ul style="list-style-type: none"> • 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 <ul style="list-style-type: none"> - 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.
<p>47.13 When the Relevant Processor must give the Relevant Controller the assistance described in item 47.12</p>	<ul style="list-style-type: none"> • 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.
<p>47.14 How the Relevant Processor's costs in providing the assistance described in item 47.12 are to be met</p>	<p>The Relevant Controller must reimburse the Relevant Processor for the Relevant Processor's reasonable and sufficiently evidenced costs in providing that assistance.</p>
<p>47.15 Examples of assistance which the Relevant Processor must provide for the purposes of item 47.12</p> <ul style="list-style-type: none"> • 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 <p>(a) Supplying Processed Personal Data</p> <p>(b) Requests, complaints or other communication</p> <p>(c) Assessment of operations</p> <p>(d) Risk assessment</p>	<p>Supplying the Relevant Controller, at its request, with any of the relevant Processed Personal Data.</p> <p>As indicated in item 47.18 in relation to cooperation required in relation to any requests, complaints, communications etc.</p> <p>Providing the Relevant Controller an assessment of the necessity and proportionality of the Processing operations in relation to the Processed Personal Data.</p> <p>Providing a risk assessment in relation to the rights and freedoms of Data Subjects.</p>

(e)	Data Loss Event	Providing the Relevant Controller with reasonable assistance following any Data Loss Event relating to the Processed Personal Data.
(f)	Information Commissioner	<p>Providing the Relevant Controller with reasonable assistance as requested by the Relevant Controller with respect to any of the following insofar as it relates to the Processed Personal Data</p> <ul style="list-style-type: none"> 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).
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	<ul style="list-style-type: none"> 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.
47.17	Obligation of the Relevant Processor to assist the Relevant Controller in preparing any Data Protection Impact Assessment	<ul style="list-style-type: none"> 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

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

(ii) If it is an access request

The Relevant Processor must either:

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

As requested in writing by the Relevant Controller.

(iii) Instructions

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

(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	<p>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:</p> <ul style="list-style-type: none"> • 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	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).
(b) Obligations under the Data Protection Legislation	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.
(c) Rights for the Data Subject	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.
(d) Standard clauses	<p>If requested by the Relevant Controller in writing, the Relevant Processor (or Sub-processor where relevant) has become legally bound (in favour of the Relevant Controller and its Affiliates) to</p> <ul style="list-style-type: none"> • 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	The Relevant Processor may only give the relevant individual access to the Processed Personal Data if he/she has a genuine 'need to know' for the purposes of carrying out his/her duties.
(b)	How they Process	The Relevant Processor must ensure the relevant individual does not do anything to cause the Relevant Processor to breach the contractual terms of a particular Call-off Partnership and/or (in any case) the Law.
(c)	Understanding of obligations	The Relevant Processor must use reasonable endeavours to ensure the individual understands and complies with the Relevant Processor's obligations under the contractual terms of a particular Call-off Partnership and under the Law in relation to the Processing of the Processed Personal Data.
(d)	Training	The Relevant Processor must ensure that the individual has undertaken adequate training in the requirements of the Law and the Relevant Processor's policies and procedures in the Processing of the relevant Processed Personal Data.
(e)	If Processing of the Processed Personal Data involves the Relevant Processor having direct access to any electronic system of the Relevant Controller	<p>The Relevant Processor must comply with all of the following to the extent requested to do so in writing by the Relevant Controller, acting reasonably:</p> <ul style="list-style-type: none"> • 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.
(f)	Confidentiality undertakings	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.
(g)	Informed of confidential nature	<p>The Relevant Processor must ensure all of the following</p> <ul style="list-style-type: none"> • 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	<p>The Relevant Processor must ensure the individual does not disclose or publish (or the like of any of these) any of the relevant Processed Personal Data to any third party except to the extent:</p> <ul style="list-style-type: none"> • Permitted elsewhere in the terms of a particular Call-off Partnership. • Required by Law. • Instructed by appropriate Personnel of the Relevant Controller.
	(i) Removal	<p>The Relevant Processor must promptly discontinue a member of its Personnel's access to, and/or involvement in, the Processing of, any Processed Personal Data if</p> <ul style="list-style-type: none"> • 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.
47.23	Record keeping obligations of the Relevant Processor	<ul style="list-style-type: none"> • 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.
47.24	Exemptions to item 47.23	<p>The Relevant Processor is not obliged to comply with item 47.23 if from time to time the Relevant Processor employs fewer than 250 employees</p> <p>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</p> <ul style="list-style-type: none"> • The Processing of the relevant Processed Personal Data is not occasional. • The relevant Processed Personal Data includes any of the following <ul style="list-style-type: none"> - 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.

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	<p>It must do all of the following for the purposes indicated in item (d)</p> <ul style="list-style-type: none"> • 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)	<p>Promptly on the Relevant Controller's written request.</p>
(c) Purposes for item (a)	<p>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:</p> <ul style="list-style-type: none"> • The Data Protection Legislation and the Law generally; and • This Framework Agreement, particularly this section 47.
(d) Purposes for item (a)	<p>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:</p> <ul style="list-style-type: none"> • The Data Protection Legislation and the Law generally; and • This Framework Agreement, particularly this section 47; and • The terms of a relevant Call-Off Contract.

(e) Confidentiality

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

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

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

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

(a) Consents of the Relevant Controller

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

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

If and for as long as any of the following apply

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

(c) Ensure compliance

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

47.27 Delete or return

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

47.28 Restrictions on modification

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

47.29 Suspension of Processing

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

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

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

The Participants shall bear the Losses as follows:

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

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	<ul style="list-style-type: none"> 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 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 (effectively 'force majeure' events)

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 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 out such obligations as follows

- To the other Participant's Representative or (in any emergency) other suitable Personnel of the other Participant; and
- In writing where reasonably possible.

(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 <ul style="list-style-type: none"> All of the following As relevant To be read independently 	
(a) Right to relief	X shall be relieved of liability (all of the following) <ul style="list-style-type: none"> To any person with rights under this Framework Agreement For failing to carry out any of its obligations under this Framework Agreement To the extent those obligations are suspended under item 50.2.
(b) Consequences for the contributions which either Participant is required to make in relation to the Call-off Partnership if X's activities are disrupted due to any Uncontrollable Circumstance	Unaffected.
(c) Right to take certain steps: the other Participant shall not unreasonably refuse a proposal from X to take certain steps if X's proposal meets all of the following requirements	
(i) How the proposal must be made	<ul style="list-style-type: none"> In writing. Communicated to the other Participant's Representative.
(ii) Steps that may be proposed	The other Participant and X agreeing to amendments to this Framework Agreement, including (for example and where relevant) amendments relating to any of the following to take account of the relevant Uncontrollable Circumstance: <ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> It must be reasonable and proportionate. In preparing the proposal, X must have proper regard to the extent to which the suspension of activities as a result of the relevant Uncontrollable Circumstance affected X's ability to carry out its obligations.

51. Caps on a Participant's liability

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

That Participant's liability to each other Participant is capped to **£1.00** per event or circumstance.

The Participants agree this is reasonable given the nature of their relationship.

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

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

(a) Death etc.

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

(b) Deliberate

That Participant's deliberate act or deliberate failure to act.

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

(c) Fraudulent misrepresentation

That Participant's fraudulent misrepresentation.

(d) Indemnity

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

(e) Specific debts

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

(f) Elsewhere in this Framework Agreement

As indicated elsewhere in this Framework Agreement.

(g) Not permitted by Law

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

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

Termination and exit

52. Termination of Commissioned Contracts

<p>52.1 If</p> <ul style="list-style-type: none"> 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) <p>How the decision is made to terminate that Commissioned Contract</p>	<ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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.
<p>52.2 If</p> <ul style="list-style-type: none"> 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) <p>How the decision is to be made between the Participant s to exercise that right to terminate</p>	<p>As in item 52.1.</p>

53. Termination of this Framework

53.1 Right of a Participant to terminate this Framework

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

54. Termination of a Call-off Partnership

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

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

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

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

54.3 Consequence if a Participant gives a notice under item 54.2

(a) Enter new Commissioned Contracts

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

(b) Extend existing Commissioned Contracts

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

(c) Rights and obligations to terminate existing Commissioned Contracts

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

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

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

Ending the Partnership**55. Exit**

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

None required.

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

As indicated in the relevant Work Order.

Miscellaneous

56. Dispute resolution

56.1 Application of this section 56

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

56.2 **First step** - resolution by Representatives

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

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

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

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

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

(a) How the Participants are to commence the mediation

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

(b) Mediation procedure the Participants are to use

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

(c) How the Participants must appoint the mediator

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

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

(i) Good faith

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

	(ii) Cooperation	The Participants must co-operate fully and promptly with the mediator, including promptly doing such acts (including signing a document substantially in the form of the Centre's model agreement in force from time to time) as the mediator reasonably requires.
	(iii) Directions to Personnel	The Participants must direct their respective Personnel to attend and cooperate with the mediation properly and in good faith, as reasonably necessary.
	(iv) Confidentiality	<ul style="list-style-type: none"> 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.
	(v) Without prejudice	The Participants acknowledge that anything said or done by a Participant in the course of the mediation shall not in itself prejudice its rights in any later proceedings between it and the other Participant.
	(vi) Engagement	The Participants shall not engage (in connection with further proceedings involving the Relevant Dispute) the mediator as an advisor and/or to call him/her as a witness.
	(vii) How mediation costs are to be borne	<ul style="list-style-type: none"> The Participants shall share equally the costs of engaging the mediator They shall otherwise bear their own costs in connection with the mediation.
56.5	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	Nothing in this Framework Agreement (including this section 56) shall prevent a Participant from seeking specific performance or injunctions or other remedies of a similar nature in relation to matters relevant to this Framework Agreement.

57. Local authority powers

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

(a)	Right to carry out powers etc.	Nothing in this Framework Agreement and/or in the contractual terms of any Call-off Partnership in any way affects the right of the Council as a local authority to exercise (or to not exercise) any of its statutory powers and/or its statutory functions.
(b)	Examples	Without limiting this, this includes the power of the X to grant or not to grant any kind of application for planning, any particular licence or the like of any of these which is submitted by any other Participant, even if it results in any activities contemplated in this Framework Agreement and/or in the contractual terms of any Call-off Partnership being unable to commence or continue.

(c) Interpretation

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

58. Relationship between the Participants

58.1 Relationship between the Participants created by this Framework Agreement

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

58.2 Relationships between the Participants which are not created by this Framework Agreement (any of the following)

(a) Partnership

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

(b) Principal-agent

- Any relationship of principal and agent between the Participants authorising one Participant to do anything (e.g. incur liabilities or obligations, make statements) on behalf of the other Participant.
- **Exception:** to the extent otherwise:
 - Clearly indicated or reasonably implied in this Framework Agreement, and/or
 - Agreed in writing by the Participant.

59. Assignment

59.1 If a Participant wishes to assign its rights and benefits under this Framework Agreement and/or under any Call-off Partnership

That Participant may only do so with the prior written consent of the other Participant, at discretion.

60. Entire agreement

60.1 In relation to this Framework Agreement

(a) Status of this Framework Agreement

Subject to this section 60, this Framework Agreement represents the entire agreement on its subject matter between the Participants on the subject matter of the Framework Agreement.

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

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

(c) Liability of a Participant in relation to any statement, warranty, representation, opinion or prediction of the future which that Participant may have made which is not described in this Framework Agreement and/or any document clearly cross-referenced in it

To the fullest extent permitted by Law:

- These are excluded from this Framework Agreement.
- That Participant's liability in relation to any of these is excluded.

This does not exclude any Participant's liability for fraudulent misrepresentation.

60.2 In relation to a particular Call-off Partnership

- (a) Status of the contractual terms of that Call-off Partnership
- (b) Status of any previous agreements entered between the Participants on the subject matter of a particular Call-off Partnership
- (c) Liability of a Participant in relation to any statement, warranty, representation, opinion or prediction of the future which that Participant may have made which is not described in the contractual terms of that Call-off Partnership and/or any document clearly cross-referenced in those terms

Subject to this section 60, the contractual terms of that Call-off Partnership represent the entire agreement on its subject matter between the Participants on the subject matter of the relevant Call-off Partnership.

They are fully extinguished immediately when that Call-off Partnership is executed.

To the fullest extent permitted by Law:

- 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.

62.4 Whether an exchange of e-mails is sufficient for the relevant notices or other communications described in item 62.1

- No.
- This does not prevent use of e-mail for less formal communications between the Participants.

63. Amendment

63.1 How this Framework Agreement and/or the contractual terms of a particular Call-off Partnership are to be validly amended

- By agreement in writing between the Participants.
- The relevant document must clearly indicate an intention to amend this Framework Agreement and/or the contractual terms of the relevant Call-off Partnership
- **If no consideration is indicated in the relevant document:** the Participants shall pay each other £1.00 as consideration (if demanded), which they consider to be reasonable consideration.

64. Remedies

64.1 Consequence of this Framework Agreement and/or the contractual terms of a particular Call-off Partnership referring to a particular remedy in a particular circumstance

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

64.2 Whether available remedies are cumulative

Yes.

64.3 Consequence if a person with rights under this Framework Agreement and/or the contractual terms of a particular Call-off Partnership pursues a particular remedy in a particular circumstance

That shall not in itself constitute a waiver of that person's right to pursue other available remedies in those circumstances (whether under common law, equity, statute or otherwise).

64.4 Rights of a person with rights under this Framework Agreement to seek **remedies other than damages** against a Participant

- The Participants acknowledge that damages may not always be an adequate remedy of that person in particular circumstances.
- Accordingly, that person may (without being required to prove special damage) obtain other remedies available to that person (whether arising under common law, equity, statute or otherwise), including without limitation, injunctions and/or specific performance.

65. Severance

65.1 Application of this section 65

It applies where any section, item or other part of this Framework Agreement and/or the contractual terms of a particular Call-off Partnership is held by any court (or equivalent body) to be invalid or unenforceable for any reason.

65.2 First step

- If possible, the relevant provision shall be modified by removing or altering those parts of that provision that create the invalidity or unenforceability.
- Such removal or alteration shall be to the minimum extent necessary to allow the provision to be held to be valid and enforceable, having regard to the purpose of the relevant provision.

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.

66.2 Other rules regarding waiver of any Participant's right or power in connection with this Framework Agreement and/or a particular Call-off Partnership

- 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.

English courts.

This is subject to the dispute resolution arrangements in section 56

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	<ul style="list-style-type: none"> • 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 <ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> Any elected member of that Participant. 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	<p>Any of the following applicable to a Participant from time to time (to be read independently)</p> <ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<p>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:</p> <ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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 <ul style="list-style-type: none"> - 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'	<ul style="list-style-type: none"> • 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).
69.7	'Including'	<ul style="list-style-type: none"> • 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.
69.8	Other references	<ul style="list-style-type: none"> • 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 the 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 and Rotherham Health and Wellbeing Board have agreed the establishment of the following pooled arrangements:

Pool 1; Hosted by RMBC; Value of **£34.983m** for Theme 2 Rehabilitation, Reablement and to include the Improved Better Care Fund (iBCF).

Pool 2; Hosted by the SYICB (Rotherham Place); Value of **£11.500m** 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 WITHIN 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 **£23.302m** and the Council's base contribution, including the Improved Better Care Fund (iBCF), will be **£23.181m** as per the table below:

Better Care Fund 2022/23 Budget	2022/23 INVESTMENT			2022/23 SPLIT BY 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	
TOTAL BUDGET	23,302	23,181	46,483	34,983	11,500

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.

- 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 be delayed, with the appropriate social care support in place, and which help promote people's independence
- 6.8 Where capital expenditure forms part of the Pooled Fund it shall be identified and accounted for separately from revenue expenditure and treated in accordance with any specified grant funding conditions. Capital funding cannot be used to finance revenue expenditure, however, revenue funding may be used to fund capital expenditure if in agreement with the BCF Executive Group and is in compliance with Financial Regulations and Standing Orders and recommended accounting codes of practice of the lead commissioner. Any capital asset acquired from the Pooled Funds shall be the property of the Council, who shall be responsible for it.

7. PAYMENT TERMS

- 7.1 The Council will invoice the 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 governance arrangements are currently under review and existing arrangements outlined from 2021-22 will be maintained until these have been fully agreed by all parties.

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	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 Short-	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
100,000 population	and Long-Term Support (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			
Home Improvement Agency	38	(38)	0
Additional Occupational Therapist post	30	(30)	0
Falls Service	470	24	494
Home Enabling Services :			
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
Mediquip (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 2021-22	Additional Investment	Budget 2022-23
	£'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 & integrated 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 2021-22	Additional Investment	Budget 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
GRAND TOTAL	45,486	997	46,483

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

Key:

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

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

Board sponsors: Suzanne Joyner, Strategic Director of Children and Young People's Services, Rotherham Metropolitan Borough Council and Dr Jason Page, 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. The Steering Group has met twice, and is due to meet on 22 nd November.
	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		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. Rotherham's Best Start and Beyond Public Health Nursing service will lead, coordinate, and deliver the Healthy Child Programme.

						<p>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, such as:</p> <ul style="list-style-type: none"> • supporting vulnerable children and those not in school, for example, children in care, young carers or young offenders • supporting children who are home educated • identifying and supporting vulnerable children and families • addressing inequalities and contributing to the 'Families for Change' Programme.
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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		<p>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.</p> <p>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.</p> <p>These will be presented to the Steering Group on 22nd November.</p>
	1.4	Work towards formal ratification of 'Breastfeeding Borough' declaration, including BF friendly places, BF policy, comms plan	June 2023	Sam Longley, RMBC		<p>Internal and external stakeholder meetings have commenced to agree action plan, which is expected to be in place March 2023.</p> <p>Comms plan to be in place by January 2023.</p>
	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		<p>The target for continuity has been removed by NHS England on the 21st September 2022.</p>

						<p>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.</p> <p>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 commences on the 5th Dec.</p>
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 has been completed, approved and submitted to government DfE and DHSC, task and finish

						groups to cover the different strands of the programme have commenced and the groups will support development of the plan which requires submitting by December 22.
	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		<p>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). This included SEMH interventions including 1-1 counselling and trauma related sessions and group sessions around confidence, self-esteem and wellbeing. Alongside positive activities which promote an increase in social, emotional and mental wellbeing in young people.</p> <p>DfE Wellbeing for Education Return has been rolled out</p>

						<p>Two cohorts for the Anna Freud Link Programme delivered using the Cascade framework to map whole system provision.</p> <p>CAMHs Getting Advice pathway is operational (20% of referrals from education services).</p> <p>With Me In Mind (Mental Health Support Teams) are established in 52% of schools and an evaluation framework has been agreed.</p> <p>The SEMH toolkit has been developed and available to schools which supports the graduated response</p> <p>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</p>
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						<p>framework and a communications plan.</p> <p>Autism Education Trust training has been rolled out to learning providers. Approval has been sought for this to be rolled out to Early Years.</p> <p>Review of the multi-agency screening pathway for the neurodevelopment diagnostic pathway will inform recommendations to improve the quality and appropriateness of referrals. This will re-focus the system to promote the right support for children and their families at an earlier stage (and not based on a diagnosis). This would ensure demand for neurodevelopment assessment can be managed in line with the trajectory.</p>
	1.9	Continue to jointly deliver the SEND Written Statement of Action, jointly led by LA and ICB and with local area partners.	Ongoing	<p>Nathan Heath, RMBC</p> <p>Helen Sweaton,</p>		<p>A challenge and support monitoring meeting took place on the 7th October 22 with our DfE representative and a representative from NHSE.</p>

				ICB		<p>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.</p> <p>There is representation of education, health and social care in all four of the WSoA subgroups as well as the SEND Strategic Performance Board.</p>
	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		<p>88.1% of eligible 2 year olds were taking up a place in the Summer term - the highest recorded position for a Summer term. This included an increase across all areas including the Central area. Targeted activity, including Golden Ticket is continuing in the Central area.</p>

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

Board Sponsor: Kathryn Singh, Chief Executive, Rotherham Doncaster and South Humber NHS Foundation Trust and Ian Atkinson, South Yorkshire Integrated Care Board

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		Task and Finish group of the Better Mental Health for All Group leading on this.
	2.2	Develop and deliver partnership communications activity focussed on mental health, building on successful campaigns and resources <ul style="list-style-type: none"> • 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	Ruth Fletcher-Brown, RMBC		Better Mental Health Group contributed to the call for evidence for the 10 Year Mental Health Plan. The update of the local plan was

			Delivery to March 2025			to be aligned to this national plan which as yet has not been published. The local plan will be updated Jan 2023.
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		<p>Mental Health Awareness and Suicide Prevention training courses have been promoted across the partnership for practitioners, with 4 held already.</p> <p>Online Zero Suicide Alliance sessions are being promoted to the public via social media postings, screens shots in Riverside and sessions planned in local libraries over the next 6 months. The first session will be held at Riverside library on the 17th of November.</p>
	2.5	Deliver the Be the One campaign with annual targeted messages based on local need with support from all partners' comms and engagement leads	Annual delivery up to September 2025	Ruth Fletcher-Brown, RMBC Aidan Melville, RMBC		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 – the first

				Gordon Laidlaw, ICB		on taking place on Thursday 17 November.
	2.6	To promote postvention support for adults, children and young people bereaved, affected and exposed to suicide and monitor referrals to services, including staff affected	March 2024	Ruth Fletcher-Brown, RMBC		<p>Amparo training sessions are being promoted to practioners across the partnership. The CYPs coproduced SY& B toolkit <i>Walk with Us</i> was launched end of September, with local press coverage and launch event with practioners. Hard copies of this resource will be purchased to share with schools, Early Help, VCS and NHS settings.</p> <p>RMBC managers' guidance on postvention support for staff, has been shared with partner organisations.</p>
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		<p>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</p> <p>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</p>
Enhance access to mental health services.	2.9	<p>Ensure partners are engaged in the development and mobilisation of the integrated primary/secondary care mental health transformation. This will include:</p> <ul style="list-style-type: none"> • 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	<p>Community Mental Health Transformation Place Lead – tbc</p> <p>Kate Tufnell, ICB- Rotherham</p> <p>Julie Thornton, RDaSH</p>		<p>RDaSH is working with PCNs to agree year 2 MH ARRS model of delivery.</p> <p>Year 1 replacement recruitment, due to commence shortly.</p> <p>Early Intervention in psychosis - Long-term Plan Target (60%) – This target has been exceeded throughout quarter 1: April compliance</p>

						<p>was 100% / May 80% / June 85.7% / July 66.7% / August 100% / September 66.7%</p> <p>Level 3 NICE compliance – achieved in 21/22, awaiting 22/23 audit result.</p> <p>Eating disorders - NHS SY ICB Rotherham are working with SYEDA to rollout eating disorders training to primary care.</p> <p>Community Mental Health Transformation:</p> <p>Primary care hub development underway.</p> <p>Engagement event planned for Feb-23</p> <p>Recruitment of Primary Care Service Manager – November 2022</p> <p>Recruitment of Rotherham CMHT Lead – December 2022</p>
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	2.10	<p>To work in partnership to enhance the Mental Health Crisis Pathway (early intervention, prevention, social care & crisis). This will require:</p> <ul style="list-style-type: none"> • 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	<p>Andrew Wells, RMBC Julie Thornton, RDaSH Kate Tufnell, ICB – Rotherham Ruth Fletcher-Brown, Public Health</p>		<p>Partnership working to ensure an early intervention and crisis prevention Rotherhive promotion continues. Data is showing an increase 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.</p> <p>Attempted suicide procurement underdevelopment</p> <p>Ongoing meetings to discuss implementation of potential 111 contact centre model for access to crisis services – nationally.</p> <p>Touchstone mobilisation: Rotherham Safe Space Service went live – September 2022. Work is ongoing to promote the service with partners across Rotherham</p>
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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)	Nathan Atkinson, 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. Activity is due to commence in November 2022 led by Council Officers.
	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)	Nathan Atkinson, 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.
	3.3	Establish locality specific carer partnership / network groups	April 2023 – March 2024 (as part of delivery of area of focus	Nathan Atkinson, RMBC		This activity forms part of the action plan that is to be co-produced with The Borough That Cares Strategic group

			2 of strategic framework)			sitting underneath the 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)	Nathan Atkinson, 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)	Nathan Atkinson, 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	<p>Ensure carers feel their role is understood and valued by their community</p> <ul style="list-style-type: none"> • 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)	Nathan Atkinson, 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 emergency services	March 2023	Jill Tideswell, TRFT		<p>The contract was put in place earlier this year to provide emergency cover for when a social care package broke down due to carer illness</p> <p>This cover hopefully reduces admissions due to social care packages breaking down and ensures our patients can stay in their own homes during times of crisis or difficulties</p> <p>Our Unplanned Care Fast Response Team provide the social care packages and they cover the first 48hrs on weekdays and 72 hours on a weekend/bank holiday</p> <p>A criteria and referral pathway has been put in place to ensure consistency of offer and the care plan is shared with our Unplanned Care Team</p> <p>To date all referrals have been accepted and delivery achieved</p>
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Support local people to lead healthy lifestyles, including reducing the health burden from tobacco, obesity and drugs and alcohol.	3.8	Develop a partnership prevention campaign with a focus on upstream prevention messaging.	March 2023	Becky Woolley, Gordon Laidlaw, Aidan Melville		A proposal around the prevention brand and campaign has been agreed, including the expansion of RotherHive to include wider health issues (such as smoking, weight, physical activity etc.) Work is now underway to progress this.
	3.9	Develop our partnership plans focussed on tobacco and alcohol.	December 2022	Jacqueline Wiltschinsky, RMBC Gilly Brenner, RMBC		<p>Tobacco</p> <p>A Tobacco Control Steering Group has now been established with representatives from across Place. The group are developing an overarching action plan capturing the range of activity ongoing and planned and will be finalised in December 2022.</p> <p>Alcohol and drugs</p> <p>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</p>

						smooth transition from one to the other by April 2023. 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.
	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. An update will be reported on at the November Prevention and Health Inequalities Enabler Group and next steps will be discussed.
	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. KPIs reportable to ICB on a monthly basis.																	
3.12	<p>Increase the number of non-opiate and alcohol treatment completions in line with PHE Average.</p> <table><tr><td></td><td></td><td>Apr-22</td><td>Aug-22</td></tr><tr><td rowspan="2">Non Opiate - PHOF C19b</td><td>Rotherham</td><td>24.92%</td><td>25.54%</td></tr><tr><td>PHE Average</td><td>34.51</td><td>34.01%</td></tr><tr><td rowspan="2">Alcohol - PHOF C19c</td><td>Rotherham</td><td>25.42%</td><td>29.62%</td></tr><tr><td>PHE Average</td><td>36.42%</td><td>36.41%</td></tr></table>			Apr-22	Aug-22	Non Opiate - PHOF C19b	Rotherham	24.92%	25.54%	PHE Average	34.51	34.01%	Alcohol - PHOF C19c	Rotherham	25.42%	29.62%	PHE Average	36.42%	36.41%	September 2021-March 2023	Jacqui Wiltschinsky and Anne Charlesworth. RMBC		<p>This target will run until 2023 and then be reviewed. A new contract award has been made to With You for the drug and alcohol service from April 2023, in line with the Cabinet paper agreed in November 2021. The target will remain for this year and then if this needs to be continued it will be refreshed in line with the new targets for the new contract.</p> <p>The table to the left shows the current figures available via NDTMS for Rotherham against the PHE average. Rotherham has not reached the national average target, but has shown a steady increase over the last 4 months for non-opiate and alcohol completions; where the</p>
		Apr-22	Aug-22																				
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						PHE national average has remained fairly static.
	3.13	Review and establish the drug-related death pathway to identify improvements across the system.	September 2021-March 2023	Anne Charlesworth, RMBC		<p>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 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.</p> <p>A review of the policies and procedures is underway, relating to the system and wider process with partners.</p>
	3.14	Deliver NHSE funded pilot to support frequent attenders to ED with complex Alcohol and Mental Health needs through an outreach team providing holistic support offer.	March 2023	Amanda Marklew, TRFT		NHSE Peer review cancelled for October feedback, awaiting new date. Outreach team influencing positive change in the Community, and reducing Blue light Calls significantly.

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

Board sponsor: Laura Kosciwicz, 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 and is due to present at Health and Wellbeing board 23 rd Nov, learning will be integrated into Loneliness Action Plan refresh.
	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.
	4.3	Update and deliver loneliness action plan	Update November 2022 Delivery to March 2025	Ruth Fletcher-Brown, RMBC		Refreshed action plan is going to board 23 rd November, after which it will go out to wider consultation with partners, to be a live document.
	4.4	Promote volunteering opportunities	March 2024	Kerry McGrath, VAR		<p>Volunteer opportunities are available to view on the VAR website and change regularly as new ones are added and others expire.</p> <p>There are 76 volunteer roles to choose from at the moment.</p> <p>At our recent Volunteer Coordinators Network meeting, we talked about a possible campaign in the new year to encourage older people back to volunteering. Many have stepped down in recent months due to Covid 19, the cost-of-living crisis.</p>

						We are in talks with RNN about a possible film.
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		Rotherham Show: 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. A full evaluation report and recommendations for future activities will be available in December.
	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 with a high-profile Skate & Arts Festival taking over the town centre alongside a new exhibition at Clifton Park Museum, a performance of spoken word at Rotherham Civic Theatre and a range of activities at Grimm & Co's Linger Longer Lane, all of which were designed and delivered in partnership with young people. In total, the launch event engaged with more than 15,000 children, young people and families across the borough. The programme will continue to

						work with children and young people to co-design the next phase of development.
	4.8	<p>Deliver a series of activities in libraries for people of all ages to connect, be active and learn new skills, and widen the accessibility of library services, through:</p> <ul style="list-style-type: none"> • Pop-up libraries • Reading gardens • Makerspaces • Authors' visits and performances • Fun palaces 	March 2025	Zoe Oxley, RMBC		<p>So far this year, the service has delivered 13 pop up libraries. This includes attendance at community events. More are planned as we move towards Christmas with 5 Christmas community fairs already booked in.</p> <p>Reading gardens are currently being planned at the new build and refurbished sites at Swinton, Thurcroft and the town centre.</p> <p>Makerspaces at Kiveton Park and Wath are now being delivered with a programme of events scheduled in at both locations. 3D printers are now in situ with staff training taking place to allow for the sessions to begin.</p> <p>Fun Palaces were a success, with 13 Libraries delivering</p>

						<p>the initiative over the weekend of 30th Sept – 2nd Oct.</p> <p>Authors Suzy Senior and Liz Million delivered reading and illustration sessions at Rotherham Show over the weekend 2nd-3rd September.</p> <p>In conjunction with Libraries Connected, 4 libraries hosted events and activities linked to the Rugby league World Cup 21 this included 2 poetry workshops with local poet Matt Abbott, 2 Bollywood dance mash up with HAKA dance workshops with the author Salma Zaman, a mascot writing workshop with Y6 pupils by Young Identity and Colour the Clouds theatre company delivered two performances to two classes of school children at Maltby library.</p> <p>In November and December there will be a programme of Christmas puppet performances, in 6 library</p>
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						sites, by the author Malcolm J Hogan, based on 'Granny Norbag – First Gran on the moon'.
	4.9	<p>Utilise libraries as death positive spaces, where the public can have conversations around loss, grief, end of life planning and legacy.</p> <p>Explore legacy opportunities for programme, building on positive public response</p>	<p>March 2023</p> <p>March 2024</p>	Zoe Oxley, RMBC		Meetings are progressing to 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, Rotherham Hospice and Bereavement services in order to deliver regular ongoing death café sessions.
	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		<p>Dementia sessions are currently on hold due to Covid-19 and vulnerability of the client group. Care homes are still following Covid guidelines however sessions will recommence at the earliest convenience.</p> <p>Rawmarsh Library are looking into a Carers session, working</p>

						<p>with Public Health and our Wellbeing Champions.</p> <p>Planning for menopause cafes is in progress to be delivered borough wide. Dates TBC.</p>
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		Work is ongoing to restart Safeguarding Board Chairs meetings to maintain the relationship between the safeguarding boards and work on crosscutting issues, however the reestablishment of meetings has been delayed.
	4.13	Establish a Combatting Drugs Partnership for Rotherham	October 2022	Jessica Brooks, RMBC		November update: First CDP meeting held on 22/09/22, ToR agreed. Second to be held on 11/11/22.

	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		November update: Identified existing sources of data from across the partnership to contribute to the NA. NA on track to be completed for end of November.
	4.15	Delivery of vaccination programme for Covid-19 and flu	Annual target (TBC)	Denise Littlewood, RMBC		<p>Covid-19 vaccine coverage in Rotherham is 85.0% first dose, 81.7% second dose and 65.9% third or booster dose for the population aged 12years old and above. This is a total of 206,044 people having received their first dose, 198,066 having received their second and 159,750 having received their booster or third dose (563,860 total vaccinations in total). For the autumn booster, in those aged 50-years-old and above, coverage is 58.6% (65,072 vaccines in total). Data as of 3rd November 2022.</p> <p>The Flu vaccine uptake for patients registered at a Rotherham GP is 67.7% in all patients aged 65-years-old and above. For those aged 65-years-old and above, at</p>

						risk only, the coverage is 68.5%. Data as of 31 st October 2022.
Develop a borough that supports a healthy lifestyle.	4.16	Progress strategic approach to physical activity in Rotherham, through four key areas: <ul style="list-style-type: none"> • 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.
	4.19	Use football to encourage more women and girls to adopt and maintain a healthier	July 2023	Chris Siddall, RMBC		Adult recreation programme continues with extension of funding for a further 3 years.

		lifestyle.				New targets are currently being agreed with The FA.
	4.20	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 November '22.
	4.21	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.
	4.22	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		<p>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 –</p> <ul style="list-style-type: none"> • General Awareness (for all staff) • Enhanced awareness • Practitioner <p>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.</p>
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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)		Self-assessments relating to the anchor institution agenda have been completed. This was discussed at the Enabler Group in October.

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 assessment of Public Health commissioned services and adult social care in progress. Next steps include a focus on children and young people, and health services.
	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		We will 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. The Trust is continuing its work in better understanding what contributes to differentials in access for

						<p>certain patient cohorts across three distinct pieces of work. Firstly, within a targeted piece of work to better understand (and then act on) the reasons for variable outpatient did not attend (DNA) rates, which, in the areas of lowest deprivation are almost double less deprived areas in our community. Secondly, clinical leads at the Trust are carrying out a piece of work to understand how a more holistic assessment of a patient's needs can be utilised to more effectively prioritise their care and to offer them wider support. Finally, the Trust are developing online and in-person tools to provide patients with more targeted 'waiting well' advice, which should ensure all patients are given appropriate opportunity to be fit for surgery.</p>
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Develop the Pharmaceutical Needs Assessment.	5.6	Host stakeholder consultation to support needs assessment	January 2025	Lorna Quinn, RMBC		Not yet started but will commence in 2025
	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 is arranged for November and will continue to meet ahead of April's 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 and will be reviewed by the Place Board in November. This is 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.
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BRIEFING	TO:	Health and Wellbeing Board
	DATE:	23 rd Nov 2022
	LEAD OFFICER	Leonie Wieser Policy Officer Rotherham Metropolitan Borough Council
	TITLE:	Refresh of the Health and Wellbeing Board's Terms of Reference
Background		
1.1	The Health and Wellbeing Board's annual review of its Terms of Reference took place in June 2022. Given changes within the Integrated Care System over the past months, the board have kept updating the Terms of Reference.	
1.2	The attached Terms of Reference adopt changes as agreed at the June and September 2022 board meetings.	
Key Issues		
2.1	Dr Jason Page has been added as vice chair.	
2.2	The previous three CCG members of the Health and Wellbeing Board have been replaced with two ICB representatives, including the ICB Rotherham place director, the ICB Medical Director for Rotherham Place, and a GP representative.	
2.3	'Senior representative, NHS England South Yorkshire and Bassetlaw' has been removed from the membership list as representation is now through the ICB/NHS South Yorkshire	
Key Actions and Relevant Timelines		
3.1	23 rd November 2022, Health and Wellbeing Board meeting – agree refresh of Terms of Reference	
3.2	Continuously over the next months – Health and Wellbeing Board to monitor any further changes in the Integrated Care System.	
3.3	May/June 2022: Next annual review of Terms of Reference	
Implications for Health Inequalities		
4.1	A key aim of the Health and Wellbeing Strategy is reducing health inequalities for people in Rotherham. There is evidence of significant inequalities between both Rotherham and the national average and between the most and least deprived communities within the borough.	
4.2	A commitment to reducing health inequalities is part of the Terms of Reference and applies to all board partners.	
Recommendations		
5.1	Agree the refreshed Terms of Reference.	

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Terms of Reference: Rotherham Health and Wellbeing Board

Key Contacts	
Chair	Councillor Roche – Cabinet Member for Adult Social Care and Health, Rotherham Metropolitan Borough Council
Vice Chair	Dr Jason Page – Medical Director for Rotherham Place, South Yorkshire Integrated Care Board
Health and Wellbeing Board Support Officer	Leonie Wieser – Policy Officer, Rotherham Metropolitan Borough Council leonie.wieser@rotherham.gov.uk

Role of the Health and Wellbeing Board
<p>The Health and Wellbeing Board brings together local leaders and decision-makers, to work to improve the health and wellbeing of Rotherham people, reduce health inequalities and promote an integrated approach. The Health and Wellbeing Board is a statutory sub-committee of the Council but will operate as a multi-agency board of equal partners.</p> <p>The role of the board includes:</p> <ul style="list-style-type: none"> • Overseeing and driving the implementation of the Health and Wellbeing Strategy, 2018-2025. • Leading action to reduce health inequalities in Rotherham and tackle the wider determinants of health to ensure the health of our most vulnerable communities is improving the fastest. • Identifying priorities and needs within our system, and mobilising action to respond to these priorities. • Setting the strategic direction for the Place Board and Place Plan. • Influencing other bodies and stakeholders, including those with a role in addressing the wider determinants of health to embed health equity in all policies. <p>Rotherham's Health and Wellbeing Board is also committed to delivering the four aims outlined within the Health and Wellbeing Strategy, which are:</p> <ol style="list-style-type: none"> 1. All children get the best start in life and go on to achieve their potential 2. All Rotherham people enjoy the best possible mental health and wellbeing and have a good quality of life 3. All Rotherham people live well for longer 4. All Rotherham people live in safe and resilient communities.

Responsibilities
<p>The Health and Wellbeing Board has a number of responsibilities and duties. These include:</p> <ul style="list-style-type: none"> • Assessing the needs of the population and producing the local joint strategic needs assessment (JSNA) • Using the data and knowledge in the JSNA to publish a local health and wellbeing strategy, setting priorities for joint action • Undertake a Pharmaceutical Needs Assessment (PNA) every three years.

- Using the strategy and its priorities to influence and inform commissioning decisions for the health and wellbeing of Rotherham people
- Enabling, advising and supporting organisations that arrange for the provision of health or social care services to work in an integrated way
- Holding relevant partners to account for the quality and effectiveness of their commissioning plans
- Ensuring that public health functions are discharged in a way that helps partner agencies fully contribute to reducing health inequalities.

Partners of the Health and Wellbeing Board have also committed to embedding the following principles in everything they do, both individually as organisations and in partnership:

- Reduce health inequalities by ensuring that the health of our most vulnerable communities, including those living in poverty and deprivation and those with mental health problems, learning or physical disabilities, is improving the fastest
- Prevent physical and mental ill-health as a primary aim, but where there is already an issue, services intervene early to maximise impact
- Promote resilience and independence for all individuals and communities
- Integrate commissioning of services to maximise resources and outcomes
- Ensure pathways are robust, particularly at transition points, so that no one is left behind
- Provide accessible services to the right people, in the right place, at the right time.

The Health and Wellbeing Board has a responsibility to equalities and diversity and will value, respect and promote the rights, responsibilities and dignity of individuals within all our professional activities and relationships.

Expectations of a Health and Wellbeing Board member

Delivery of the Health and Wellbeing Strategy is the responsibility of all board members. Considering this responsibility, it is the expectation that board members will:

- Act in the interests of the Rotherham population, leaving aside organisational, personal, or sectoral interests.
- Effectively communicate and action outcomes and key decisions of the board within their own organisations.
- Contribute to the development of the JSNA.
- Ensure that commissioning is in line with the requirements of the Health and Wellbeing Strategy.
- Deliver improvements in performance against measures within the public health, NHS and adult social care outcomes frameworks.
- Declare any conflict of interest, particularly in the event of a vote being required and in relation to the providing of services.
- Act in a respectful, inclusive and open manner with all colleagues to encourage debate and challenge.
- Act as ambassadors for the work of the board.
- Participate where appropriate in communications/marketing and stakeholder engagement activity to support the objectives of the board, including working with the media.
- Read and digest any documents and information provided prior to meetings to ensure the board is not a forum for receipt of information.

It is also expected that members will attend board meetings and actively engage in discussions. If the member is not able to attend, an appropriate deputy should be agreed with the Chair to attend in their place.

All members of the board, as a statutory sub-committee of the council, must observe the Council's code of conduct for members and co-opted members.

Membership

The board will be chaired by the Council's Cabinet member for Adult Social Care and Health, with the vice-chair from a non-council health partner (e.g. South Yorkshire Integrated Care Board). Members of the board should be of sufficient seniority to be able to make significant commitments on behalf of their relevant organisations. All members of the board will have equal voting status.

The board is committed to having a broad membership, engaging as many partners as possible. In order to ensure that this continues to be the case, membership will be reviewed on a regular basis.

The membership of the board is as follows:

- Cabinet Member for Adult Social Care and Health (Chair)
- Rotherham Place Medical Director, South Yorkshire Integrated Care Board (Vice Chair)
- Cabinet Member with responsibility for Children's Services
- Deputy Leader, RMBC¹
- Director of Public Health, RMBC
- Chief Executive, RMBC
- Strategic Director of Adult Care, Housing and Public Health
- Strategic Director of Children and Young People's Services
- Rotherham Place Director, South Yorkshire Integrated Care Board
- GP representative
- Healthwatch representative
- Rotherham District Commander, South Yorkshire Police
- Chief Executive, Voluntary Action Rotherham
- Chief Executive, Rotherham NHS Foundation Trust
- Chief Executive, Rotherham Doncaster and South Humber NHS Foundation Trust

Standing invites will also be circulated to:

- Chair, Rotherham Local Safeguarding Children Board
- Chair, Rotherham Safeguarding Adults Board
- Strategic Director Regeneration and Environment, RMBC
- Representative, South Yorkshire Fire and Rescue Service
- Rotherham ICP Place Board Manager, Integrated Care Board

Governance

The Health Select Commission is the health scrutiny function and the Health and Wellbeing Board provides updates on progress to Health Select where required. The minutes of the Health and Wellbeing Board are also received at every meeting of the

¹ or substitute as put forward by Council Leader/Cabinet member for Public Health Adult Social Care

Health Select Commission to ensure that Health Select can scrutinise items from the Health and Wellbeing Board if they so wish.

Critically, the Health and Wellbeing Board will also be an integral part of Rotherham Together Partnership's structures. The Chair will be a member of the Rotherham Together Partnership and will be required to regularly report on progress.

The board is also signed up to the Rotherham Safeguarding Partnership Protocol which is an agreement between several partnership boards to ensure that strategic priorities in relation to safeguarding are translated effectively into action plans. The Chair and the Health and Wellbeing Board support officer will be responsible for ensuring that the requirements of this protocol are met.

Rotherham is one of the four constitutive places of the South Yorkshire Integrated Care System. The Health and Wellbeing Board is linked primarily through the Integrated Care Partnership, for which it nominates members. Through this, the board contributes to the formation of the system-wide Integrated Care Strategy.

The Health and Wellbeing Board will also be responsible for setting the strategic direction for the Place Board, as the Place Plan is the delivery mechanism of the aspects of the Health and Wellbeing Strategy relating to integrating health and social care. Regular updates on the delivery of the Place Priorities will be received by the Health and Wellbeing Board to ensure appropriate oversight. The Chair and the Health and Wellbeing Board support officer will also attend Place Board meetings as observers.

Further to this, the Health Inequalities and Prevention Enabling Group established by the Place Plan will report directly into the Health and Wellbeing Board.

A diagram is included within appendix one which outlines the governance arrangements.

Quorum

A quorum of the board will be at least one third of members (i.e. five), including at least one representative from RMBC and the Integrated Care Board.

Meeting arrangements

The board will meet every two months, with additional special meetings arranged as required to discuss specific or urgent issues. The schedule of meetings will be reviewed and agreed annually by the board. Meetings are currently held at the Rotherham Town Hall (RMBC). The venue is to be reviewed and agreed by board members. Alternative or virtual meeting venues may be considered according to the discretion of the Chair and the requirements of the meeting.

Board meetings will be conducted in public, though the board will retain the ability to exclude representatives of the press and other members of the public from a defined section of the meeting having regard to the confidential nature of the business to be transacted (in accordance with the Public Bodies Act 1960).

Papers for the board will be distributed at least one week in advance of the meeting. Additional items may be tabled at the meeting in exceptional circumstances at the discretion of the chair. Minutes of the board will be circulated in advance of the next meeting and approved at the meeting.

All agenda items brought to the board need to clearly demonstrate their contribution to delivering the board's priorities.

Engaging with the public and providers

The public and providers may wish to attend meetings to observe or submit questions to the Health and Wellbeing Board. Any questions should be submitted to the Health and Wellbeing Board support officer (contact details included in the key contacts section above) one working day before the date of the meeting. Ordinarily, this will mean that any questions will need to be submitted by 9am on the Tuesday preceding a Health and Wellbeing Board meeting on the following Wednesday.

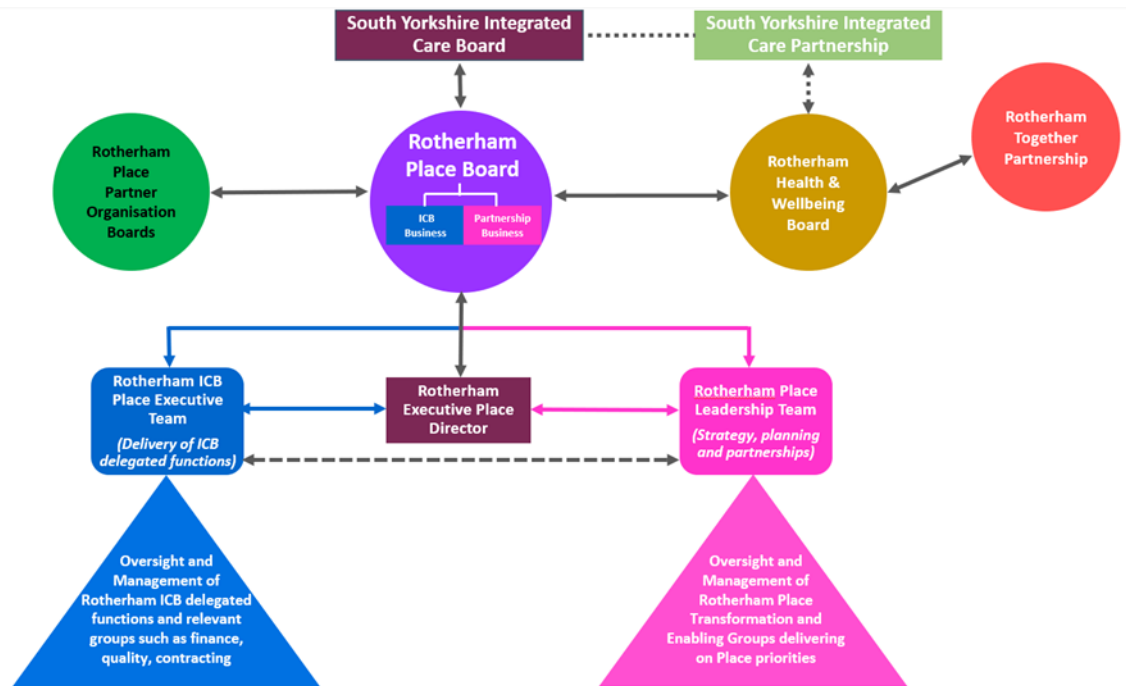
In responding to queries, the board may wish to provide a written response and will commit to providing this response within a month of the board meeting.

The board is inclusive of commissioners and providers and it is intended that all members will take part in and support the development of strategic priorities and direction. However, members who have a provider role should declare any conflict of interest whenever appropriate.

Review date

Review in Nov 2022 – subject to sign off at Health and Wellbeing Board.
Reviewed on an ongoing basis, until next formal review May 2023.

APPENDIX ONE: Rotherham Health and Wellbeing Board governance arrangements



Minutes	
Title of Meeting:	Rotherham Place Board: ICB Business
Time of Meeting:	10.00 – 10.30am
Date of Meeting:	Wednesday 13 July 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:	Sharon Kemp, Chief Executive, RMBC Kathryn Singh, Chief Executive, RDaSH Richard Jenkins, Chief Executive, TRFT Goks Muthoo, Medical Director, Connect Healthcare Cllr David Roche, Joint Chair, Health and Wellbeing Board Pearse Butler, Chair, NHS SY ICB Wendy Allott, Chief Finance Officer, NHS SY ICB
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:	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

Ian Atkinson (**IA**), Deputy Place Director – Rotherham Place, NHS South Yorkshire

Sue Cassin (**SC**), Chief Nurse - Rotherham Place, NHS South Yorkshire Integrated Care Board

Participating Observers:

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

Shafiq Hussain (**SH**), Chief Executive, Voluntary Action Rotherham Integrated Care Board

Ian Spicer (**IS**), Strategic Director, Adult Care, Rotherham Metropolitan Borough Council

Michelle Veitch (**MV**) Chief Operating Officer, Rotherham, Doncaster and South Humber NHS Foundation Trust

Michael Wright (**MW**), Deputy Chief Executive, The Rotherham NHS Foundation Trust

In Attendance:

Lydia George (**LG**), Strategy & Delivery Lead - Rotherham Place, NHS South Yorkshire Integrated Care Board

Gordon Laidlaw (**GL**), Head of Communications, Rotherham Place, NHS South Yorkshire Integrated Care Board

Wendy Commons (**WC**), ICP Support - Rotherham Place, NHS South Yorkshire Integrated Care Board

Item Number	Discussion Items
1	<p>Welcomes and Introductions</p> <p>Members present introduced themselves and the Chair welcomed everyone to today's inaugural meeting.</p>
2	<p>South Yorkshire Integrated Care Board Governance and Decision Map</p> <p>CE presented the functions and decision map which provides a high-level summary of how the South Yorkshire Integrated Care Board will work with other organisations, committees, partnerships and groups to deliver the four key purposes of an ICS to:</p> <ul style="list-style-type: none"> • improve outcomes in population health and healthcare • tackle inequalities in outcomes, experience and access • enhance productivity and value for money • help the NHS support broader social and economic development <p>At its inaugural meeting on 1 July 2022, the South Yorkshire Integrated Care Board formally approved the adoption of these documents as part of its governance handbook and scheme of delegation arrangements.</p> <p>Members adopted the decision map, noting the position of Rotherham Place and the Health and Wellbeing Board and acknowledging that discussion and development around delegation will continue with SY ICB.</p> <p>The documentation is in the public domain and Partners are welcome to share with their Boards.</p>
3	<p>Updated Governance Documents: Rotherham Place Board Terms of Reference, Rotherham Place Agreement and Board Cover Report</p> <p>Following the establishment of the of NHS South Yorkshire Integrated Care Board on 1 July 2022, it had been necessary to update the terms of reference for Rotherham Place Board and the Rotherham Partnership Agreement. These changes mean that the Place Board now carries out two roles which had been reflected in the terms of reference. Members noted the two elements, one undertaking partnership business (which is split into confidential and public sessions) and one to carry out ICB business. The terms of reference clearly set out the membership for each of the sessions showing members and participants.</p> <p>It was confirmed that these had now been agreed by the Rotherham Place Board in principle subject to a change to reflect that governance arrangements for managing the 'Better Care Fund' takes place outside of Integrated Care Board governance and the terms of reference will be updated accordingly.</p> <p>Following discussion, it had been agreed that the Deputy Place Director be a 'Member' of Rotherham Place Board: ICB Business rather than a participant. Approval for this must be sought in writing from the Chair of SY Integrated Care Board. CE will write to Pearse Butler and formally request approval.</p> <p style="text-align: right;">Action: CE</p> <p>Post Meeting Note: CE confirmed that permission had been granted by Pearse Butler, Chair of SY ICB for Ian Atkinson, as Deputy Place Director to become a member of Rotherham Place Board: ICB Business.</p>

Subject to the changes outlined and the list of participants being included, members ***agreed in principle*** the terms of reference and Rotherham Partnership Agreement.

Partners were asked to take these into their organisations and through Boards for approval. A separate cover paper explaining the changes and the role that Partner representatives will undertake for Rotherham Place had been provided for Partner Boards to use and an updated version of the documents will be sent to Partners.

Action: LG

Partners are required to provide feedback from their Boards in September with a view to formally adopting the terms of reference and partnership agreement in October.

Action ALL

4	South Yorkshire ICB Scope of Delegation to ICB Committee
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CE advised that discussions are on-going on the scope of delegation within the ICB. A more detailed update will be given at the next meeting.

CE confirmed that there had been no formal approaches from made from other Rotherham partners for representation on the ICB Committee. Any requests received will be considered and Place members will be kept informed.

5	Communication to Partners
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None to note.

6	Risks and Items for Escalation
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Note to note.

7	Future Agenda Items:
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- Performance Report
- Quality Report
- Place Governance

8	Date of Next Meeting
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Due to it being the summer holiday period and a risk of not being quorate, the August meeting will be stood down. The next meeting is now scheduled to take place on **Wednesday 14 September 2022 – 10.15am**

Post Meeting Note:

Following discussion at the Place Leadership Team, it had been agreed to extend the length of future meetings to 45 minutes but allow a comfort break between Public Place Board: Partnership Business and this meeting. Going forward meetings will commence at 10.15am to 11.00am.

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
Sue Cassin	Chief Nurse, Rotherham Place	NHS South Yorkshire Integrated Care Board
TBC	Medical Director, Rotherham Place	NHS South Yorkshire Integrated Care Board
TBC	Independent Non-Executive Member	NHS South Yorkshire Integrated Care Board

Participants

Ben Anderson	Director of Public Health	Rotherham Metropolitan Borough Council
TBC	Joint Chair	Rotherham Health and Wellbeing Board
Shafiq Hussain	Chief Executive	Voluntary Action Rotherham
Richard Jenkins	Chief Executive	The Rotherham NHS Foundation Trust (TRFT)
Sharon Kemp	Chief Executive	Rotherham Metropolitan Borough Council
Cllr David Roche	Joint Chair	Rotherham Health and Wellbeing Board
Kathryn Singh	Chief Executive	Rotherham, Doncaster and South Humber NHS Foundation Trust (RDaSH)
TBC		Rotherham Primary Care Leadership Group

Minutes	
Title of Meeting:	Rotherham Place Board: ICB Business
Time of Meeting:	10.15 – 11.00am
Date of Meeting:	Wednesday 14 September 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:	Pearse Butler, Chair, NHS South Yorkshire ICB Richard Jenkins, Chief Executive, TRFT Suzanne Joyner, Director of Children's Services, RMBC Sharon Kemp, Chief Executive, RMBC Ian Spicer, Strategic Director of Adult Care, RMBC Dr Neil Thorman, Primary Care Rep, Rotherham Primary Care Leadership Group Kathryn Singh, Chief Executive, RDaSH
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:	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:

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

Lydia George (**LG**), Strategy & Delivery Lead - Rotherham, NHS South Yorkshire ICB

Gordon Laidlaw (**GL**), Head of Communications, Rotherham, NHS South Yorkshire ICB

In Attendance:

Julie Thornton, Care Group Director, Rotherham, Doncaster & South Humber NHS Foundation Trust

Wendy Commons, ICP Support - Rotherham, NHS South Yorkshire ICB

Item Number	Discussion Items
1	<p>The Health & Healthcare Impacts of the Rising Cost of Living</p> <p>BA presented a paper updating on the cost-of-living issues to help the Board understand the potential health impacts of the rises on health and care demand and consider the opportunities and action the ICB could take to mitigate the impacts on the health of the South Yorkshire population.</p> <p>BA informed Members that Rotherham has people in the bottom two deciles of deprivation and with inflation rates rising, lower income households will see higher inflation with more of their income going towards housing and fuel costs.</p> <p>We know that poverty affects physical and mental health and these continued increasing cost of living rises will create significant problems for South Yorkshire residents with over a third of the population living in the most deprived deciles already suffering relative poverty.</p> <p>Members noted the impacts detailed in the paper for our communities and our staff and noted the role of the NHS in mitigating and responding to the rises including looking at raising staff awareness, reviewing pathways and structuring care delivery for ease of access and responsiveness, maintaining patient engagement with care services and as an anchor institution supporting the wellbeing of our workforce and using influence to support local economies to achieve social values.</p> <p>BA outlined some suggested approaches, like reviewing estate and offering warm welcomes at public buildings, reviewing staff mileage rates, offering affordable food to shift workers and publicising a QR Code that staff and residents can use to resources.</p> <p>Following discussion, it was agreed that GL will link with the Council to obtain the QR Code so it can be linked with the Rotherhive platform.</p> <p style="text-align: right;">Action: GL</p> <p>MW advised that TRFT has increased mileage rates for staff recently and is undertaking a piece of work looking at DNA rates in higher deprived areas. It was agreed that this work would prove useful in assessing the impact.</p> <p>BA/CE will be convening a meeting about cost of living rises with South Yorkshire colleagues to share the approach being taken in Rotherham.</p> <p>IA advised that a risk assessment is being undertaken on Rotherham contracts. Noting commercial in confidence, it is anticipated that there will be significant impact due to inflation and cost of living rises for statutory and voluntary services with risk around sustainability for some.</p> <p>A further update was scheduled for October Public Place Board which will detail a cost-of-living response Plan for Rotherham with timescales (allowing for delivery of the winter and surge plan in the first instance) with a 2-year plan to address immediate and longer-term responses.</p> <p style="text-align: right;">Action: BA/CE</p>
2	<p>Rotherham Place Performance Report</p> <p>IA presented the first Rotherham Place Performance report for 2022/23. The dashboard indicated that although all areas were challenged in achieving national indicators, Rotherham is in a predominantly positive position by exception.</p> <p>IA highlighted:</p>

- the good position on mental health and IAPT.
- urgent care performance indicators reflected the position with the current challenges on discharge.
- Dialogue continues around cancer performance – although the standard is not currently being met progress is being made towards the target
- although not achieving the target, YAS response times for Rotherham and Barnsley are the highest performing in South Yorkshire. Discussions are ongoing.
- In terms of electives, there are no 104-week waiters in Rotherham and we remain on track for recovery as plan.
- Diagnostic rates are improving and proposals are being considered for improving access.
- Primary care is increasing access to GP appointments and face-to-face contact which was around 70% in June.

IA asked members for comments on the report.

MW highlighted that an increase had been seen in cancer referrals following the death of Dame Deborah James. Monies have been ringfenced to address the position.

JP advised that the Cancer Alliance provides data to Practices. This does not currently include conversion rates but these are expected to follow soon.

BA suggested that showing absolute numbers will better show rises in demand.

Place Board noted the overall positive feedback in terms of the report's content. Further comments can be e-mailed to IA who will look to develop the report to include some non-constitutional standards and metrics going forward.

Action: IA

3 Minutes and Action Log from 13 July 2022 Meeting

The minutes from the July meeting were accepted as a true and accurate record.

The action log was reviewed and up to date. Partners will be asked for feedback from their Boards on the governance documents in preparation for approval at October Place Board.

4 Communication to Partners

GL to share the achievements paper from the public session and the performance report for partner organisations to consider sharing.

Action: GL

5 Risks and Items for Escalation

Members noted the plans in place to address the risks associated with the Winter and Surge Plan and the cost-of-living rise.

6 Future Agenda Items:

Future Agenda Items

- Update on Waverley Development – (CE/JT)
- Update on Broom Lane Development – (CE/JT)
- Finance Approach- WA - (Oct)

Approved 19.10.22

- Health inequalities dashboard – BA - (Nov – Place Board session - tbc)

Standing Items

- Rotherham Place Performance Report

7

Date of Next Meeting

The next meeting will be held on Wednesday 19 October 2022 at 10.15am.

Approved 19.10.22

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
Sue Cassin	Chief Nurse, Rotherham Place	NHS South Yorkshire Integrated Care Board
TBC	Medical Director, Rotherham Place	NHS South Yorkshire Integrated Care Board
TBC	Independent Non-Executive Member	NHS South Yorkshire Integrated Care Board

Participants

Ben Anderson	Director of Public Health	Rotherham Metropolitan Borough Council
TBC	Joint Chair	Rotherham Health and Wellbeing Board
Shafiq Hussain	Chief Executive	Voluntary Action Rotherham
Richard Jenkins	Chief Executive	The Rotherham NHS Foundation Trust (TRFT)
Sharon Kemp	Chief Executive	Rotherham Metropolitan Borough Council
Cllr David Roche	Joint Chair	Rotherham Health and Wellbeing Board
Kathryn Singh	Chief Executive	Rotherham, Doncaster and South Humber NHS Foundation Trust (RDaSH)
TBC		Rotherham Primary Care Leadership Group

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Minutes	
Title of Meeting:	PUBLIC Rotherham Place Board: Partnership Business
Time of Meeting:	9.00am – 10.00am
Date of Meeting:	Wednesday 13 July 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:	Sharon Kemp, Chief Executive, RMBC Kathryn Singh, Chief Executive, RDaSH Richard Jenkins, Chief Executive, TRFT Goks Muthoo, Medical Director, Connect Healthcare Cllr David Roche, Joint Chair, Health and Wellbeing Board Richard Cullen, Joint Chair H&WB Board Pearse Butler, Chair, NHS South Yorkshire ICB
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:

Chris Edwards (**CE**), (Chair), Executive Place Director – Rotherham Place, NHS South Yorkshire Integrated Care Board
 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
 Michelle Veitch (**MV**) Chief Operating Officer, Rotherham, Doncaster and South Humber NHS Foundation Trust

Participating Observers:

Ian Atkinson (**IA**), Deputy Place Director – Rotherham Place, NHS South Yorkshire Integrated Care Board
 Sue Cassin (**SC**), Chief Nurse - Rotherham Place, NHS South Yorkshire Integrated Care Board
 Lydia George (**LG**), Strategy & Delivery Lead - Rotherham Place, NHS South Yorkshire Integrated Care Board
 Gordon Laidlaw (**GL**), Head of Communications, Rotherham Place, NHS South Yorkshire Integrated Care Board
 Ian Spicer (**IS**), Strategic Director, Adult Care, Rotherham Metropolitan Borough Council
 Sarah Petty (**SP**), Head of Midwifery, The Rotherham NHS Foundation Trust
 Leanne Dudhill (**LD**), OD Business Partner, Rotherham Metropolitan Borough Council

In Attendance:

Wendy Commons (**WC**), ICP Support - Rotherham Place, NHS South Yorkshire Integrated Care Board

Item Number	Discussion Items
1	Public & Patient Questions
There had been no questions from members of the public.	
2	Public Health Update
<p>Covid rates continue to rise in Rotherham and are now at 4%. There are currently 44 patients in Rotherham hospital with one in ICU. The rate continues to rise across all 4 nations this is expected to continue with high numbers forecast for the next 6-8 weeks and staff sickness also rising. Business continuity plans are in place and important to ensure services are maintained.</p> <p>High levels of flu are being reported in the Southern hemisphere which could mean that our flu season will start earlier than usual ie September/October time. The key will be prioritising flu vaccinations but the risk of timely vaccine supplies was noted.</p> <p>Members heard that plans are well advanced for vaccinations for both flu and covid for Rotherham residents. It was acknowledged that it will be challenging ensuring at risk cohorts receive vaccinations at the earliest opportunity but looked forward to a successful vaccination programme.</p>	
3	Spotlight Presentation: Prevention and Health Inequalities
<p>BA gave an update on progress made:</p> <ul style="list-style-type: none"> – Health checks programme recommenced on 1 July and recommissioning of healthy lifestyle services continues – The enabler group membership has been expanded with positive engagement with primary care colleagues – Rotherham Office of Data Analytics (RODA) is providing useful data insights into UECC frequent attenders and waiting lists – Collaborative working is taking place across all enabler groups. <p>The areas the group is worried about were outlined as; strengthening and maintaining the involvement of primary care with the programme; future resourcing of RODA and wider public health management analytics; signposting and prevention messaging around lifestyle risk factors for people affected by the disability adjusted life years measure.</p> <p>Going forward work will take place on:</p> <ul style="list-style-type: none"> – Working with the Primary Care Network health inequalities leads as they develop their plans – Develop upstream aspects of healthy lifestyles prevention pathway including branding and a campaign for Rotherham – Identify and deliver interventions focussing on the selected cohort of the population health Place development programme – Propose a way forward for the anchor institution agenda to Place Board – Agree clear and measurable outcomes and targets as part of the outcomes framework 	

MV was interested in the waiting list analysis work and will contact BA to discuss the RDaSH elements.

Action: MV

Members thanked BA for the presentation and noted the significant progress made at pace supported by the newly developed Rotherham Office of Data Analytics and through taking part in the population health Place development programme.

Following discussion it was agreed that in order to add value on decision making and to demonstrate the breadth of work being undertaken across the partnership it would be helpful to get an understanding of the work of RODA. A suitable approach will be discussed at Place Leadership team (PLT).

Action: IA/BA

4

Maternity Update following Ockenden Report – Sarah Petty

Sarah Petty, Head of Midwifery and Nursing at Rotherham Hospital gave a presentation to detailing the service available in Rotherham and the challenges.

There had been a CQC inspection in June 2021 and the service had been rated 'Good' overall. The CQC report had contained 4 'must do' actions and 2 'should do'. The Trust had made excellent progress in implementing these.

The first Ockenden report was published in December 2020 outlining 12 priorities and 7 immediate and essential actions. An assessment carried out by NHS England based on June 2021 at the Trust assessed them as having achieved 73% implementation against the action. SP highlighted that by March this year the Trust had achieved 93%.

SP indicated that the challenges for the service as, pressures from national drivers/scrutiny, demographics, expectations, capacity, digital, hearing fathers/birth partners' voice and equality and diversity and workforce – a challenge that Place recognised across all services in the borough.

Finally, SP highlighted a list of achievements and 'proud moments' for the service including the CQC in-patient survey, response to Covid-19, refurbishment, continuity of carer, home birth rate, pre-term clinic early implementer and 2021 Trust Chairman's Award.

Place Board thanked SP for the update, noted the progress made against the Ockenden recommendations and the work still to be done but acknowledged that a collaborative approach is required to achieve implementation and this is already effective and well embedded in Rotherham Place.

A further investigation is currently underway into East Kent Maternity Services and the report's recommendations are awaited.

5

Feedback on the Rotherham Place Recruitment Event – Leanne Dudhill

LD gave highlights from the first joint health and social care recruitment event that had taken place at the end of June. The event targeted at the public/local job seekers and aimed to promote health and social care opportunities and encourage talented job seekers to apply for roles that can make a positive difference in Rotherham. It provided a great opportunity for a joined-up approach and working in partnership with opportunity to network and collaborate welcomed among partner colleagues.

Some of our wider Health & Social Care partners, including the Independent Social Care Providers, Skills for Care, Active Independence, RNN, Rotherham College, Thomas Rotherham College, Job Centre Plus, Pathways, Employment is for Everyone, NHSP, Medequip and the South Yorkshire Integrated Care System (ICS) also took part in the event.

Over 180 vacancies were available on the day for job seekers to apply for, ranging from Domestic/Cleaning, Admin, Nursing, Healthcare Support Workers, Senior Carers, Reablement Workers, Children and Young People roles, Therapy, Care Co-ordinators, Management, HR, Finance/Pay Services, Carers, and Personal Assistant roles. Candidates were given support to make applications and get interview skills. Over 100 job seekers attended on the day and 32 employers with two employers offering live interviews on the day. Feedback is still being received and contacts are being tracked to follow up on outcomes.

LD thanked partners and stakeholders for shaping, supporting and partaking in the event and summarised that it was a good event with real energy and enthusiasm. The lessons learnt will be reviewed and the feedback collected will be reflected upon and used going forward, perhaps reaching into communities for accessibility.

Members discussed future events including how to bring collective workforces together and making every contact count to promote local opportunities. Noting the excellent feedback and in order to keep the momentum going, LD was asked to bring a proposal on next steps and challenge partners on contributions to the resources required to realise benefits.

Action: LD

Place Board thanked LD and colleagues for the hard work undertaken to put in place this partnership event that had proved a positive experience and will give valuable information as we move forward.

6

Updated Governance Documents – Rotherham Place Board Terms of Reference: Rotherham Place Agreement: Rotherham Board Briefing paper for partners

Following the establishment of the of NHS South Yorkshire Integrated Care Board on 1 July 2022, it had been necessary to update the terms of reference for Rotherham Place Board and the Rotherham Partnership Agreement. These changes mean that the Place Board now carries out two roles which had been reflected in the terms of reference. Members noted the two elements, one undertaking partnership business (which is split into confidential and public sessions) and one to carry out ICB business. The terms of reference clearly set out the membership for each of the sessions showing members and participants.

During the confidential session, there had been a query around the governance arrangements for managing the 'Better Care Fund'. It was acknowledged that for Rotherham Place these are managed outside of the Integrated Care Board and the terms of reference will be updated to reflect the arrangements. Subject to this minor change and the list of participants being included, members agreed the terms of reference and Rotherham Partnership Agreement in principle.

Partners were asked to take these documents into their organisations and through Boards for approval. A separate cover paper explaining the changes and the role that Partner representatives will undertake for Rotherham Place had been provided for Partner Boards to use.

The cover paper and updated Terms of Reference and Partnership Agreement will be forwarded to Partners by the end of the week to progress through Boards with the intention finalising approval of the terms of reference and partnership agreement in October.

7	Quarter 4 Update of Place Plan Priorities
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Members noted the end of year position for 2021/22 against Place plan priorities which included refreshed priorities and timescales for the four enabling groups. It was acknowledged that although work will commence to refresh the Place Plan, the current priorities and actions will continue to be monitored until the revised Place Plan has been developed and a new performance report produced.

To give members an indication of the timeframes involved, a plan for the production of the revised Place Plan will be drafted for the October/November meeting.

Action: LG

8	Draft Minutes and Action Log from Public Place Board – 8 June 2022
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The minutes from the June meeting were agreed as a true and accurate record.

The action log was also reviewed and up to date.

9	Communication to Partners
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When the East Kent maternity services report and recommendations is published, GL will work with the Rotherham NHS Foundation Trust Comms colleagues to give assurance and co-ordinate responses on any questions from the public relating to local maternity services.

Action: GL

10	Risks and Items for Escalation to Health and Wellbeing Board
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None to note.

11	Future Agenda Items:
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- Workforce and OD – discussion about addressing workforce challenge (Sept)
- Governance Arrangements (Oct)
- Plan for Place Plan Production (Sept)
- Standing Items
 - Transformation and Enabling Group Updates
 - Achievements

12	Date of Next Meeting
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The next meeting is scheduled to take place on Wednesday 17 August 2022 at 9.00 – 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)
TBC	Medial Director	Connect Healthcare Rotherham (GP Federation)

Participants

Cllr David Roche	Joint Chair	Rotherham Health and Wellbeing Board
Ian Atkinson	Deputy Place Director, Rotherham Place	NHS South Yorkshire Integrated Care Board
Sue Cassin	Chief Nurse, Rotherham Place	NHS South Yorkshire Integrated Care Board
TBC	Medical Director, Rotherham Place	NHS South Yorkshire Integrated Care Board
Wendy Allott	Chief Finance Officer, Rotherham Place	NHS South Yorkshire Integrated Care Board
TBC	Independent Non-Executive Member	NHS South Yorkshire Integrated Care Board
Ian 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
Lydia George	Strategy and Delivery Lead	NHS South Yorkshire Integrated Care Board
Gordon Laidlaw	Head of Communications	NHS South Yorkshire Integrated Care Board
Michael Wright	Deputy Chief Executive	The Rotherham NHS Foundation Trust

Minutes	
Title of Meeting:	PUBLIC Rotherham Place Board: Partnership Business
Time of Meeting:	9.00am – 10.00am
Date of Meeting:	Wednesday 14 September 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:	Pearse Butler, Chair, NHS South Yorkshire ICB Richard Jenkins, Chief Executive, TRFT Suzanne Joyner, Director of Children's Services, RMBC Sharon Kemp, Chief Executive, RMBC Ian Spicer, Strategic Director of Adult Care, RMBC 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:

Chris Edwards (**CE**), (Chair), 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

Kathryn Singh (**KS**), Chief Executive, Rotherham, Doncaster & South Humber NHS Foundation Trust

Michael Wright (**MW**), Deputy Chief Executive, The Rotherham NHS Foundation Trust

Participants:

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

Dr Jason Page (**JP**), Medical Director, NHS South Yorkshire ICB

Cllr David Roche (**DR**), Joint Chair of Health and Wellbeing Board, Rotherham Metropolitan Borough Council

Lydia George (**LG**), Strategy & Delivery Lead - Rotherham, NHS South Yorkshire ICB

Gordon Laidlaw (**GL**), Head of Communications - Rotherham, NHS South Yorkshire ICB

Helen Sweaton (**HS**), Joint Assistant Director, CYP Commissioning, NHS South Yorkshire ICB/Rotherham Metropolitan Borough Council

Leanne Dudhill (**LD**), HR Business Partner, Rotherham Metropolitan Borough Council

Joanne Martin (**JM**), Senior Improvement Officer, NHS SY ICB

In Attendance:

Julie Thornton, Care Group Director, Rotherham, Doncaster & South Humber NHS Foundation Trust

Leonie Wieser, Policy Officer, Rotherham Metropolitan Borough Council

Wendy Commons, Support Officer, Rotherham Place, NHS SY ICB

Item	Discussion Items
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Number	
1	Be The One Suicide Prevention Campaign
Following the recent passing of Her Majesty the Queen it had been decided to postpone the relaunch of Be the One. This item was deferred to the October Place Board.	
2	Public & Patient Questions
There were no questions.	
3	Public Health Update
<p>BA advised that the rate being reported for the local sub region of Rotherham, Doncaster, North Lincolnshire & Northeast Lincolnshire for Covid is 1.6% or one in 65 people with rates being highest in older people. Rotherham hospital currently has around 25-30 patients with Covid.</p> <p>Vaccination programmes are being rolled out for Covid and flu.</p> <p>Flu and Norovirus activity in the area is low at the moment. A national decline is starting to be seen in Monkey Pox due to the vaccination programme and behavioural changes. The key issue has been the availability of the vaccine with on further stocks expected until next year. An intradermal method of administering the vaccine has now been introduced which has made more effective use of current stock.</p> <p>Members noted the update.</p>	
4	Spotlight Presentation: Workforce and Organisational Development
<p>LD advised that good partnership working and relationships are in place and a workforce plan has been developed that outlines all our planned joint activities and projects over the next 12 months. Learning from the recent health and social care recruitment event is being used to inform future events and the group's ambition for the future is to support young people and job seekers aiming for a career in health and social care.</p> <p>The key challenges are around connecting the wider health and social care workforce to Place, identifying truly transformational activities and opportunities and managing the ongoing pressures in relation to resource and capacity to support delivery across the Rotherham partnership.</p> <p>LD outlined the workforce and OD project plan for the next 12 months with a range of activities and projects to be delivered including hosting two events later this year, one a recruitment event with a local training provider and the other with the local employment advisory forum LEAF. However, key to delivery will be identifying the necessary resourcing and capacity needs to support ongoing delivery.</p> <p>IA acknowledged that the delivery of place priorities is important but that the biggest challenge across all transformation areas currently is workforce. It was recognised that the traditional methods used to recruit are no longer working and LD was asked if the group could advise Place Board what would be required to resource new and innovative approaches.</p> <p style="text-align: right;">Action: LD</p> <p>KS said that she was interested in understanding whether the enabling group membership reflected a balance of input around operational pressures and workforce</p>	

expertise or whether we could commission new training by liaising with wider partners like, Health Education England.

LD advised that the membership currently includes a place-based role, who acts as 'connector' with other funding streams across South Yorkshire. However the post is fixed term and sustaining longer term and giving the stability of continuity is key to the group's work. Other partners like Job Centre Plus, Pathways etc are invited along when expertise is required. KS will review the RDaSH input into the Workforce and OD Group to ensure it's at the correct level.

CE thanked LD for the update and asked all partners to review and consider their current input into the Workforce and OD Enabling Group to determine whether there are other skills and expertise that could prove beneficial.

5 Spotlight Presentation: Vaccination Programme Update

Jo Martin, Senior Improvement Manager gave a presentation on the vaccination programme reporting a positive position for Rotherham with Covid vaccinations so far this year. She outlined the plan for the rollout of the Autumn Covid boosters and the timeframe and approach for delivery to Rotherham residents and patient facing staff.

With regard to flu, the Australian trend that we normally follow to predict our winter wave indicates that it may be earlier this year. We are therefore pushing forward with the roll-out of the flu plans, however there are currently delays in the delivery of vaccine stock which are expected to be resolved in the next few weeks.

Following a query from BA, JM confirmed that the evergreen offer for a Covid vaccine is still being promoted and it is intended to use the vaccination van to visit communities where there has been low take up.

GL advised that messaging and encouraging people to come forward will be important. Work is taking place with communications colleagues across South Yorkshire to agree a co-ordinated approach. However, the practical details of where and when vaccinations are available will be key. This information will be delivered locally using a mix of digital messaging, media and direct invitations.

Members welcomed the plan and the approach being taken, thanked JM and asked that thanks are conveyed to all involved.

6 Safeguarding Accountability and Assessment Framework Briefing

SC presented a briefing paper summarising the third NHS England safeguarding accountability and assurance framework (SAAF). This latest publication provides clarity around the roles, accountability and responsibilities relating to system working across ICBs, giving minimum standards and acknowledging the flexibility required to support professional practice and keep individuals and communities safe.

SC advised that requirements will be monitored via the quality dashboard and in a narrative report from the Quality & Safety Committee. Should there be a need to 'deep dive', a separate, more detailed report will be provided.

Members noted the guidance including the duties, roles, accountability and responsibilities outlined therein.

7	Place Achievements (July period)
<p>Members received a range of achievements across all transformation groups. It is the intention that these will be presented to Place Board on a rolling basis.</p> <p>Place Board welcomed this approach and it was agreed that they will be shared with partners to take back into their own organisations to share and celebrate the good work done across Rotherham.</p> <p>GL will use these to look at how we can apply for awards and raise our profile.</p>	
8	Draft Minutes and Action Log from Public Place Board – 13 July 2022
<p>The minutes from the July meeting were agreed as a true and accurate record.</p> <p>The action log was reviewed and up to date. There were two outstanding actions:</p> <ol style="list-style-type: none"> 1. It was noted that we are awaiting the publication of the NHS SY Integrated Care Board Plan after which we will refresh the Rotherham Place Plan. 2. We are also awaiting the publication of the East Kent Maternity Services report after which our local communications group will work with TRFT communications colleagues to co-ordinate responses and give assurances to the public. 	
9	Communication to Partners
<ul style="list-style-type: none"> – Place Achievements report to be shared with Partners – Winter & Surge Plan will be communicated via the Urgent Care Group 	
10	Risks and Items for Escalation to Health and Wellbeing Board
<p>There were no risks or items to escalate from Place Board.</p> <p>DR advised that Rotherham Health & Wellbeing Board had nominated representatives to join the South Yorkshire Integrated Care Partnership Board that will be Chaired by the South Yorkshire Mayor, Oliver Coppard.</p> <p>All four South Yorkshire H&WB's have been asked for nominees and have liaised to ensure areas of interest covered are not duplicated. Names will be confirmed at the next Health & Wellbeing Board meeting.</p>	
11	Future Agenda Items:
<p>Future Agenda Items:</p> <ul style="list-style-type: none"> – Governance - Place Agreement & ToR sign off – CE (Oct) – Anchor Institutions – BA (Nov) – Health Inequalities Outcomes Framework - BA (Oct/Nov) – Neurodevelopmental Pathway – IA (Nov) – Health Checks – JP (Oct) – Cost of Living Update – (BA/IA) – Oct – Be the One Re Launch Video (GL) – Oct <p>Standing Items:</p> <ul style="list-style-type: none"> – Transformation and Enabling Group Updates – Achievements 	

12	Date of Next Meeting
The next meeting is scheduled to take place on Wednesday 19 October 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)
Goks Muthoo	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
Ian Atkinson	Deputy Place Director, Rotherham Place	NHS South Yorkshire Integrated Care Board
Sue Cassin	Chief Nurse, Rotherham Place	NHS South Yorkshire Integrated Care Board
Dr Jason Page	Medical Director, Rotherham Place	NHS South Yorkshire Integrated Care Board
Wendy Allott	Chief Finance Officer, Rotherham Place	NHS South Yorkshire Integrated Care Board
Shahida Siddiqui	Independent Non-Executive Member	NHS South Yorkshire Integrated Care Board
Ian 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
Lydia George	Strategy and Delivery Lead	NHS South Yorkshire Integrated Care Board
Gordon Laidlaw	Head of Communications	NHS South Yorkshire Integrated Care Board
Michael Wright	Deputy Chief Executive	The Rotherham NHS Foundation Trust

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