

HEALTH AND WELLBEING BOARD

Date and Time:- Wednesday 2 September 2026 at 9.00 a.m.

Venue:- Rotherham Town Hall, The Crofts, Moorgate Street, Rotherham. S60 2TH

The items which will be discussed are described on the agenda below and there are reports attached which give more details.

Rotherham Council advocates openness and transparency as part of its democratic processes. Anyone wishing to record (film or audio) the public parts of the meeting should inform the Chair or Governance Advisor of their intentions prior to the meeting.

AGENDA

- 1. To determine if the following matters are to be considered under the categories suggested in accordance with Part 1 of Schedule 12A to the Local Government Act 1972**
- 2. To determine any item(s) which the Chair 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 - 21)**
- 8. Health Protection Assurance Report (Pages 23 - 70)**
Denise Littlewood, Health Protection Principal, to present the Health Protection Annual Report, including health protection assurance framework
- 9. Neighbourhood Health (Pages 71 - 80)**
Jo Martin, Programme Lead – Transformation and Delivery, to present an update on the Neighbourhood Working Programme

10. Tobacco Control Update (Pages 81 - 141)

Ameilia Thorp, Public Health Specialist, to present an update on the progress of the Tobacco Control Programme

11. The Borough That Cares All-Age Strategy 2026-2031 and Carer Connect Update (Pages 143 - 165)

Katy Lewis, Carers Strategy Manager, to provide an update on the Carers Strategy and Programme

For Information

12. Health and Wellbeing Board Terms of Reference (Pages 167 - 174)

Oscar Holden, Health and Wellbeing Board Support Officer, to present the Board's refreshed Terms of Reference

13. Items escalated from the Place Board

14. Better Care Fund (Pages 175 - 270)

Steph Watt, Health and Care Portfolio Lead, SYICB/RMBC, to present the Better Care Fund (BCF) Call-Off Partnership/Work Order 2026-27

15. Rotherham Place Board Partnership Business (Pages 271 - 288)

Minutes of the meeting held on 20th May, 17th June and 15th July, 2026

**The next meeting of the Health and Wellbeing Board will be
held on Wednesday 2 December 2026
commencing at 9.00 a.m.
in Rotherham Town Hall.**



JOHN EDWARDS,
Chief Executive.

HEALTH AND WELLBEING BOARD
10th June, 2026

Present:-

Councillor Baker-Rogers	Cabinet Member, Adult Social Care and Health (in the Chair)
Jude Archer	Rotherham Place NHS SYCIB (substituting for Claire Smith)
Nicola Curley	Executive Director, Children and Young People's Services
John Edwards	Chief Executive, Rotherham Borough Council
Kym Gleeson	Manager, Healthwatch Rotherham
Shafiq Hussain	Chief Executive, Voluntary Action Rotherham
Bob Kirton	Managing Director, The Rotherham Foundation Trust
Jo McDonough	RDaSH
DS Anna Sedgewick	South Yorkshire Police (substituting for Andy Wright)

Report Presenters:-

Gilly Brenner	Public Health Consultant
Ruth Fletcher-Brown	Public Health Specialist
Carole Foster	Moving Rotherham Programme Manager
Alex Hawley	Consultant in Public Health
Oscar Holden	Health and Wellbeing Board Support Officer
Sam Longley	Public Health Specialist
Lorna Quinn	Public Health Intelligence Principal,

Also Present:-

Nicola Ennis	South Yorkshire Children and Young People's Alliance
Dan Wilson	Rotherham United Community Trust
Dawn Mitchell	Governance Advisor

Apologies for absence were received from Councillor Ismail, Andrew Bramidge (RMBC), Jason Page (Rotherham Place NHS SYCIB), Emily Parry-Harries (RMBC), Claire Smith (Rotherham Place NHS SYCIB), Ian Spicer (RMBC) and Steph Watt (Rotherham Place NHS SYCIB).

1. DECLARATIONS OF INTEREST

There were no Declarations of Interest made at the meeting.

2. QUESTIONS FROM MEMBERS OF THE PUBLIC AND THE PRESS

No questions had been received in advance of the meeting and there were no members of the public or press in attendance at the meeting.

3. COMMUNICATIONS

There were no communications to report.

4. MINUTES OF THE PREVIOUS MEETING

Consideration was given to the minutes of the previous meeting held on 1st April, 2026.

Resolved:- That the minutes of the previous meeting held on 1st April, 2026, be approved as a true record.

5. JOINT STRATEGIC NEEDS ASSESSMENT

Lorna Quinn, Public Health Intelligence Principal, gave the following powerpoint presentation on the annual refresh that had taken place:-

Purpose of the Joint Strategic Needs Assessment (JSNA)

- To identify the key issues affecting the health and wellbeing of Rotherham's residents, both now and in the future
- It was an ongoing iterative process presented as a suite of resources including interactive reports, briefings, downloadable reports and datasets that were updated regularly as new analysis and insight became available
- A recently developed health and wellbeing bulletin could be shared alongside the quarterly intelligence update

Section 1 – Breastfeeding

Strategic Goal

- The first 1001 days were where the foundations of future health and wellbeing were built
- There was a strong body of evidence to show breastfeeding was beneficial to children in numerous ways including long term outcomes
- Rotherham still fell below England in breastfeeding prevalence but rates were improving – 44.1% in 2024/25 following 5 years of sustained improvement

JSNA Data

- Although currently 11.5% points behind England, Rotherham's rates were improving in line with national trends and comparable to rates across England 5 years ago
- Rotherham was currently placed 4th amongst its statistical neighbours, ahead of its statistical neighbours within South Yorkshire
- Although national data showed a sustained improvement, more recent data from the Infant Feeding Team indicated that this may have plateaued

Delivery – Infant Feeding Team

- Breastfeeding support was a commissioned service delivered by the NHS Infant Feeding Team and supported 1,756 mothers in 2025/26 – up by 318 on the previous year (22% increase)

- The Service provided support across 5,931 contact events in 2024/25 – up by 708 on the previous year (a 13.6% increase), 34% of contact events were with mothers from the 20% most deprived deciles targeting support to help close the inequality gap

The Offer – Infant Feeding Team

- The Team delivered breastfeeding sessions, attendance at breastfeeding drop-in sessions, the Ferham Mother, Baby and Toddler Group (targeted intervention for Pakistani/British Pakistani mothers which had seen a growth in attendance over the year and attendees coming to sessions at other locations) and Level 1 and 2 breastfeeding support training delivered to family hubs, staff and voluntary sector workers

Challenges Ahead

- Infant Feeding Team had seen a 22% increase in mothers supported and a 13% increase in contact events with no increase in staffing
- There was a risk that if the upward trend continued nationally, the gap between England and Rotherham widened, therefore, widening health inequalities between Rotherham's children and the national average

Section 2 – Long-term Conditions

Strategic Goal

- Good health was foundational to all of our lives but many people in Rotherham were living with chronic conditions
- Prevention, early diagnosis, intervention and management of these conditions was key to helping people live as independently and as healthy as possible
- Rotherham had a higher prevalence of long-term conditions so prevention and management was key to achieving some of the strategic aims

JSNA Data – Cardiovascular Disease (CVD)

- CVD covered 4 main conditions, 3 of which data was held on:
 - Coronary heart disease prevalence in Rotherham was 3.8% - slightly higher but in line with the England level of 3%
 - Stroke and TIA prevalence was 2.4% above the England level of 1.9%
 - Peripheral Arterial Disease (PAD) prevalence was 0.7% in line with the England level of 0.6%
- The key difference in Rotherham was it had significantly higher rates of hospital admissions for CHD than England – 564 per 100,000 compared to 386 for England and significantly higher under 75 mortality – 62.5 per 100,000 compared to 40.6

JSNA – Respiratory Conditions

- Respiratory conditions affected 1 in 5 people in England and was the third biggest cause of death
- Asthma prevalence in Rotherham was 7.9% compared to 6.5% in England, COPD was 3.2% (1.9% in England) and lung cancer was 160.15 per 100,000 compared to 111.99 in England
- Outcomes were worse for people in Rotherham with significantly higher rates of mortality for respiratory disease overall and under 75 mortality for preventable respiratory disease
- All age mortality rate for respiratory disease in Rotherham was 160.82 compared to 111.29 for England (2024)
- Under 75 mortality for preventable respiratory disease was 27.17 per 100,000 in Rotherham compared to 19.32 in England

JSNA Data – Musculoskeletal Conditions

- Musculoskeletal conditions (MSK) impacted quality of life with pain, limited motion and reduced ability to take part in daily life
- Those living with multiple conditions, MSK had been reported to cause the greatest impact on overall wellness, independence and quality of life due to increased pain and limited movement
- 22.9% of Rotherham residents reported having a long term MSK compared to 18.4% in England
- Rates of reported MSK conditions in Rotherham had remained relatively stable since 2018

Early Detection – NHS Health Checks

- Hypertension was the single most modifiable risk factor for CVD
- QOF prevalence of hypertension for 2024/25 was 17.6% higher than the England level of 15.2%
- The upward trend after 2020 both locally and nationally was due to the restart of the NHS health checks along with NHS Community Pharmacy Blood Pressure Check Service alongside other screening in Primary Care post-Covid
- Increase in QOF prevalence was likely due to more cases of hypertension being detected rather than an increase in the level present in the population

Intervention – Rotherham Healthwave

- 2025/25 Healthwave received 9,827 referrals, 131% of the annual target
- 48% of residents referred to the Service came through the self-referral pathway
- 31% were referred into Smoking Cessation Services, 16% were referred into Weight Management and Physical Exercise Services
- 23% referred to Healthwave did not go onto any service either through declining referral (17%) or were not contactable (6%)

Intervention - Smoking

- Smoking contributed towards numerous long-term conditions including COPD, CVD and cancers and residents of Rotherham smoked at rates above the England average
- 13.5% of Rotherham residents were current smokers compared to 10.4% in England
- The Local Enhanced Service (Swap to Stop) received 388 referrals in 2025/26
- 129 or 33% referred to LEL quit at 4 weeks below the target of 55%
- Smoking Cessation Service received 1,394 referrals in 2025/26
- 1,011 were reordered giving the Service a 73% quit rate – more than the 55% target with 57% of quitters still quit at 3 months

Intervention – Weight Management

- Excess weight was a significant but modifiable risk for hypertension, cardiovascular disease and MSK
- 1,026 residents were referred to Tier 2 weight management interventions in 2025/26 exceeding the target of 1,000
- 37% achieved a 5% weight loss at 12 weeks (the end of the programme) and 35% maintained 5% weight loss at 6 months, over the targets of 15% (12 weeks) and 10% (6 months)
- 85 residents were referred to Tier 2 plus, under the service target of 100
- 54% of residents referred to Tier 2 plus achieved 5% weight loss at the end of the programme (24 weeks) far more than the 10% target

Intervention – Long-term Conditions

- Being physically active had numerous benefits for physical and mental health and was crucial for preventing or managing many long-term conditions
- Wellbeing and physical activity programme could help prevent falls, make daily tasks easier, improve mental health and tackle social isolation
- 3,276 residents assessed reported a 60 minute increase in time they spent physically active

Section 3 – Sexual Health

- Improvements could be seen in HIV testing rate which had been increasing over time. Although currently still lower than England, the rate was increasing and remained higher than Rotherham's statistical neighbours
- HIV testing rates had declined during 2020 and 2021 but were on their way to being higher than the pre-Covic period

National Picture

- Nationally seeing increases in Syphilis diagnostic rate, however, Rotherham had seen a decrease and it remained significantly better than that for England. It was a similar picture for the Gonorrhoea diagnostic rate, however, the Chlamydia detection rate for 15-24 year

old females in Rotherham remained significantly higher than that for England

Opportunities for Improvements

- The HIV late diagnosis indicated showed the proportion of those who were considered to have late diagnosis (over 91 days) or advance HIV. It was the most important predictor of mortality and morbidity among those with HIV infection
- For 2020-2022 Rotherham was in the lower third of its nearest neighbours (better) but it had been increasing and now sat in the top half of local authorities and significantly higher than England
- Lots of people were being tested in Sexual Health Services but there needed to be a better understanding in wider health services.

Delivery

- The Sexual Health Service had moved into a new space the location of which was easier to access whilst maintaining confidentiality
- Expansion of pharmacy provision of contraception and a higher rate of long acting reversible contraception in the hospital (less so in Primary Care). The access to contraception review had taken place to identify opportunities where provision could be expanded and made more accessible across the Borough

Discussion ensued with the following issues raised/clarified:-

- New guidance had recently been published highlighting JSNAs having much more statutory significance and formal requirements to evidence some of the impact it was making together with HWBB partners
- Rotherham's Midwifery Team had been awarded UNICEF Gold accreditation in January 2026, one of only 13 Trusts in the country
- Excellent work was taking place with the Smoking Cessation Service and Breathing Spaces but how was that communicated to the general public
- What was known about the 18-24 year old cohort in Rotherham and the relationship between inactivity and health
- In the current climate there would be no more resources allocated e.g. Infant Feeding Team so had to look at innovative ways of working and how to reach the population as effectively as possible particularly those hard to reach groups

Resolved:- That the update to the 2026 JSNA be noted and its use be promoted within organisations.

6. ROTHERHAM SUICIDE PREVENTION ACTION PLAN 2025-2028

Ruth Fletcher-Brown, Public Health Specialist, presented a progress update on the 2025-28 Action Plan with the aid of the following powerpoint presentation:-

Suicide Rates for Rotherham 2022-2024

- The latest suicide data showed that Rotherham had seen a small increase in suicides from 12.6 (2021-23) per 100,000 to 13.3 (2022-24). However, the rate was statistically similar to the average for England at 10.9 per 100,000
- Rotherham mirrored the national picture with males still accounting for most of the deaths to suicide in Rotherham. The rate had slightly increased in 2022-24 to 19.0 per 100,000 compared to 17.2 in 2021-23. However, it was still statistically similar to the national average for England at 16.8 per 100,000
- Female deaths in Rotherham was 7.8 (2022-24) per 100,000 which had decreased from 8.1 (2021-23). It was statistically similar to England at 5.5 per 100,000

Aim 1 Making Suicide Prevention Everyone's Responsibility

- Bespoke training for staff across the partnership
- SPEAK – Suicide Prevention Explore, Ask, Keep-Safe. 14 x SPEAK sessions (8 x online and 6 x face-to-face)
- Training commenced mid-April and would be targeted at schools/colleges who would then be able to access the 'Sinking Feeling' Toolkit
- Autism Suicide Prevention Campaign launched on 10th September, 2025

Aim 2 Support to those bereaved, affected and exposed to suicide

- Sudden and Traumatic Bereavement Pathway updated and available on TriX
- Walk with Us Resource – original and new easy read version delivered to all schools and colleges in Rotherham
- 72 staff from across Rotherham Partner organisations attended a workshop in May 2026 about talking to children who had been bereaved which promoted Amparo support and Walk with Us
- Supporting children, young people and adults living and or working in South Yorkshire with practical and emotional support
- Regular Zoom training sessions for practitioners and during awareness weeks
- Amparo attended community events and promoted the service at CYPs staff event
- Support provided to community and staff groups who had been affected by suicide
- Cup of Calm drop-in sessions

Aim 3 Reducing suicides amongst high risk groups by reaching people where they live and work

- Testing of the Rotherham Contagion Plan April 2026 facilitated by DHSC colleague

- Community Response plan meetings in geographical areas where higher number of suicides had been seen – training for local practitioners, distribution of mental health newsletter
- Rotherham Samaritans Wellbeing Pathway Activity
- Be the One Autism and Suicide Prevention Work
- Domestic Abuse and Suicide Prevention training
- Chronic pain work including chronic pain pathway (Rotherham PARTS NHS)
- Vista Project – attempted suicide prevention pilot implemented in response to real time data which showed a previous attempt as one of 3 top themes for those who had died by suicide
- Vista commenced April 2025 and ran to mid-July 2026
- Support for people who had attempted suicide or had suicidal ideation where it was a life event. Chronic illness, bereavement/loss, feelings of worthlessness and rejection and social isolation were the most common reasons for individuals accessing the Service
- The project used Recovery Star to monitor progress so each programme was individualised. At Quarter 3, all patients demonstrated improvement in at least 3 areas of the Recovery Star. The tool covered 10 domains and, whilst not all were applicable to every individual, patients showed progress in an average of 5.3 out of 10 areas
- Although the data was small, since the project started in April 2025, it appeared there had been a reduction in those accessing home treatment and a reduction in the number of acute contacts (individual and overall)

Aim 4 Using data to inform delivery of suicide prevention in Rotherham

- Frequently used locations – work with South Yorkshire Police, BTP and National Highways
- Suicide Operational Group – using the real time data to inform practice at a Place level
- South Yorkshire Coroners Audit with support from Coroners and Sheffield University

Additional Support

- Kooth, Qwell, EYUP-Shout, Rotherham Samaritans, RotherHive, Andy's Man Club, ASK, MATT, RAW, Men Actually Talk and Crisis Line

South Yorkshire Wide Activity

- Memorial event, real time surveillance, training – older adults and LGBTQI+ communities, Coroner's Audit, Amparo, Walk with Us, Neurodiverse Groups and Suicide Prevention toolkit, 4 Survivors of Bereavement by Suicide Groups in Rotherham

Next Steps

- Implementation of the action plan was overseen by the Suicide Prevention and Self-Harm Group. Partners of the HWBB were represented
- Some actions would take place at a South Yorkshire level subject to funding
- The Board would receive updates on progress and any emerging concerns
- Development of a South Yorkshire Suicide Prevention Plan on a Page 2026/27

Discussion ensued with the following issues raised/clarified:-

- There had been 39 attendees at the training so far
- Awareness raising was very important. It was common for people to be fearful of asking the questions if they were worrying about somebody and was why Papyrus had been commissioned
- Early intervention and prevention was important as well as work around loneliness and isolation and how to encourage people to have mindful conversations
- Concern regarding the 16-24 year old NEET population. There was a lot of talk about this particular age group and their mental health nationally with raising rates of anxiety and loneliness. Work was to take place looking at the rates in Rotherham as well as work being carried out in Employment Solutions. The challenging environment that some of the young people found themselves in could not be underestimated

Resolved:- (1) That the progress made to date by Partners to deliver actions within the Rotherham Suicide Prevention Action Plan, 2025-2028 be noted.

(2) That the Partnership work across South Yorkshire, which would also support delivery at Place, be noted.

(3) That the Board continue to receive regular updates on progress against priority areas identified in the action plan with any emerging concerns escalated when necessary, including concerns regarding funding pressures.

7. RMBC BREASTFEEDING FRIENDLY BOROUGH DECLARATION

Sam Longley, Public Health Specialist, presented progress made over the past year.

Background

- Healthy Weight Declaration adopted January 2020
- Focus on Early Years, pregnancy and breastfeeding
- Breastfeeding Friendly Borough proposal agreed June 2022

Aim

- Support families to make informed choices
- Create supportive environments for breastfeeding
- Reduce stigma and improve outcomes

Informed and Supported Choice

- 8 out of 10 women stopped earlier than planned often due to lack of support
- Compassionate approach promoted with no stigma or judgement
- In Rotherham families valued the support provided by the Infant Feeding Team

Health Inequalities

- Lower rates in deprived communities
- Improving rates helped reduce inequalities
- Targeted support was essential

Wider Benefits

- Environmental benefits (reduced formula impact) with cost savings of £50-100 per month
- Supports families during the cost of living pressures

Progress

- Breastfeeding initiation – 60.87% (2025-26)
- Rates improving year on year
- National average 75%
- Breastfeeding at 6-8 weeks in Q3 of 2025-26 was 45%

Targeting Inequalities

- -50% of support in most deprived 30% areas
- 21.4% in most 10%
- Strong progress towards reducing inequality

Key Achievements

- UNICEF Gold accreditation (Midwifery January 2026)
- Family Hubs Stage 1 Baby Friendly achieved
- Infant Feeding Strategic Group established

Community and Environment

- Breastfeeding-friendly venues expanding
- Directory of supportive businesses in development
- Campaigns and events delivered

Future Focus

- Stage 2 Baby Friendly preparation
- Expand peer support network

- Engage businesses and partners
- Strengthen ante-natal offer

Discussion ensued with the following items raised/clarified:-

- Teenage mothers were a particularly hard to reach group. The Health Visiting Teams were targeting young mums in terms of ante-natal contact and services they could offer. Within the Family Hubs ante-natal was a key target and how young mothers could be engaged in terms of parental support groups
- Heat mapping of where the population lived and where groups specifically for teenagers were offered because often it was a barrier of people the young women did not see as their peers; work was in progress and logistically creating something
- The Parent Panel gave opportunities to ask parents around this together with work with Jade etc. to find out what teenagers would like

Resolved:- (1) That the support for the ambition for Rotherham to become a Breastfeeding Friendly Borough be re-affirmed.

(2) That future updates to the Board be provided within the Best Start Local Plan reporting cycle.

8. **BEST START LOCAL PLAN AND BEST START AND BEYOND FRAMEWORK**

Alex Hawley, Consultant in Public Health, presented an update including national policy changes with the aid of the following powerpoint presentation:-

National Policy Context

- Overlapping changes across Health, Education, Early Help
 - 75% good level of development by 2028
 - Best Start Family Hubs and Healthy Babies
 - Healthy Child Programme guidance
 - SEND Reforms
 - Families First Partnership
 - NHS shift: prevention and community

What this means locally

- Best Start Local Plan required – published by end of March 2026
- Alignment across multiple programmes
- Focus on school readiness outcomes
- Strong partnership delivery needed

Rotherham Targets for Good Level of Development (GLD)

- 73.3% children achieve GLD 2028
- 56.6% GLD for FSM pupils
- Explicit focus on reducing inequalities

Our approach in the Plan

- A Shared Vision
- Work in genuine partnership with parents and carers
- The 4 cornerstones:
 - Welcome and Care
 - Communicate
 - Value and Include
 - Work in Partnership
- Quality of Early Years
- Smooth transitions
- Early intervention
- Tackling inequalities early
- Connected services

6 Priority Areas

- Strengthening early communication, language and literacy for all children
- Increasing access to early education for disadvantaged children
- Improving the quality of Early Years Provision including Reception for all children
- Identifying needs early and supporting children with SEND and vulnerable families
- Providing joined-up family support through Rotherham's Family Hubs
- Tackling inequalities across the 0-5 system

Key Challenges

- Complex system of overlapping programmes
- Risk of duplication vs added value
- Maintaining clear outcomes focus
- Capacity across whole 0-25 pathway

Implementation Priorities

- Detailed needs assessment
- Theory of change and metrics
- Map activity and identify gaps
- Develop implementation plan
- Involvement of all key partners across Health, Education, Early Help, Social Care, voluntary sector and others e.g. potentially important role for Housing

Next Steps

- A more in-depth needs assessment for GLD
- Develop and agree a theory of change logic model for GLD
- To agree a set of metrics to measure change and progress towards the desired outcomes
- To map existing operational or planned activities within related programmes

- To identify gaps and opportunities for adding value
- To determine lead officers for agreed new activity
- Develop a high level implementation plan for the Best Start Local Plan
- To agree a key topic focus for applying the Best Start and Beyond Framework within school age cohort
- To agree a forward plan of reporting into the Health and Wellbeing Board for Best Start Local Plan and other outcomes within Aim 1

Discussion ensued with the following issues raised/clarified:-

- The SEND forward plan had been submitted in accordance with the 19th June, 2026, deadline
- The delivery plan had to be submitted to the DfE by the end of the week (12th June)
- There were a series of interlinked initiatives coming on stream with the Government vision that there be a Best Start Programme which included Family Hubs, Families First Programme and SEND
- The national consultation on the SEND proposals had just closed but the Local Authority had to submit a plan around managing SEND for the next 2 years without knowing what the outcome of the consultation was
- Health colleagues had been very supportive in developing the Expert at Hand model together with an expectation that SEND specialists would sit within the Family Hubs which would link to the Best Start Programme
- There would be a lot more work around the Youth Hubs and the expectations for the older age range (16-24 years)
- It was a very challenging landscape as were the targets set particularly for GLD which would be difficult to achieve. Representations had been made to the DfE
- There would be Best Start Inclusion Practitioners in each Family Hub. Some guidance had been received earlier in the week which was more specific than previously issued
- Clearly very much in the early stages of work and the implementation plan for Best Start was much different to what was happening. It was felt useful to step back and assess the situation in order to add value and fill any gaps rather than immediately develop a delivery plan
- There was no similar target to that of GLD and pupils on Free School Meals for children with SEND and was one of the key challenges. This had been part of the statement back to the DfE when initial targets had been issued
- The need to acknowledge that children with SEND could still achieve some major development even if they could not achieve everything

Resolved:- (1) That the Board endorse the published Best Start Local Plan be approved.

(2) That the refreshed version of the Best Start and Beyond Framework be approved.

(3) That the range of policy updates reported in the briefing and the concomitant local system response be noted.

(4) That one overview report on the Best Start Local Plan be submitted to the Board together with one more focused topic-based report during the course of the year with sufficient time allowed within the agenda to facilitate discussion.

9. **HEALTH AND WELLBEING BOARD 2025-26 ANNUAL REPORT**

Oscar Holden, Health and Wellbeing Board Support Officer, presented the Board's 2025-26 annual report which outlined the activity and progress made during the first year of delivery under the refreshed 2025-30 Health and Wellbeing Strategy.

The following powerpoint was shown in conjunction with the report submitted:-

Context

- Life expectancy at birth in Rotherham was 77.8 years for males (79.1 years nationally) and 80.9 years for females (83.1 years nationally) (2021-23)
- The average healthy life expectancy at birth was 56 years for males (61.5 years nationally) and 55.6 years for females (61.9 nationally)
- 21.1% of the population with a limiting long-term health problem or disability in 2021 (17.5% nationally)
- Rotherham had an ageing population with 55,872 people aged 65 years or over. This was 20.2% of the population (18.4% nationally)
- Rotherham was more deprived than 82% of local authority districts in England

Aim 1: Enable all children and young people, up to age 25, to have the best start in life, maximise their capabilities and have influence and control over their lives

Baby Packs

- Universal Early Help offer providing every expectant family with essential baby items via midwives whilst linking parents into Family Hubs and support services from pregnancy
- Helped reduce financial pressure, improve Early Years outcomes and ensured all children had an equal start

Children's Capital of Culture

- Borough-wide programme of free creative, cultural and sporting activities shaped by young people with strong youth leadership and participation
- Builds confidence, skills, wellbeing and a sense of belonging whilst tackling inequalities in access to opportunities

Aim 2: Support the people of Rotherham to live in good and improving physical health throughout their lives, accessing and shaping the services and resources they need

Neighbourhood Health Pilot

- National pilot delivering proactive, community-based care, identifying residents at risk earlier and supporting them locally to manage long-term conditions
- Focuses on prevention areas such as diabetes, heart health, smoking and obesity, reducing hospital demand

Winter Plan

- Multi-agency system response to winter pressures including vaccination programmes, respiratory hubs and expanded out-of-hospital care
- Led to shorter wait times, improved urgent care access and better support for vulnerable residents

Aim 3: Support the people of Rotherham to live in good and improving mental health throughout their lives, accessing and shaping the services and resources they need

Be The One Campaign

- Suicide prevention initiative encouraging residents to recognise distress, start conversations and seek help early
- Included community engagement and lived experience stories to reduce stigma and build confidence to act

Poverty Proofing (RDaSH)

- Review of Mental Health Services to identify and remove financial barriers such as travel costs and access issues
- Introduced practical changes (e.g. outreach appointments, clearer support information) improving access, engagement and equity in care

Aim 4: Sustain an environment where detrimental impacts from commercial and wider determinants of health are reduced and opportunities for healthier living are nurtured

Healthy Homes Plan

- Strategic focus on improving housing conditions e.g. damp, cold, fuel poverty to prevent illness and reduce health inequalities
- Encourages upstream intervention and cross-sector collaboration beyond traditional healthcare

VCSE Sector Collaboration

- Recognises voluntary organisations as key partners in tackling issues such as isolation, poverty and access to support
- Strengthens community resilience, early interventions and trusted links to vulnerable groups

Looking Ahead

The ambition for 2026-27 was to build upon our progress and to deliver the following:-

- Carry out the agreed action plan and core activities in 2026-27
- Continue to work collaboratively as a partnership to monitor the delivery of activities to meet the aims and measure against the priorities of the Strategy
- Continue to support and accommodate the ongoing changes across the South Yorkshire Integrated Care System and ensure we continue to deliver against the aims in the new and emerging landscape
- Influence other bodies and stakeholders including those with a role in addressing the wider determinants of health to embed health equity in all policies across Rotherham
- Continue to focus on reducing health inequalities between the most and least deprived communities
- Champion positive news stories coming from across the health and wellbeing network and share best practice across partners
- Continue to produce an annual report each year with case studies giving people the chance to hear about what the Board had achieved and its impact

Discussion ensued with the following issues raised/clarified:-

- The report contained a good range of case studies, not just for the Council, but Health and VAR
- The relationship between the Health and Wellbeing Board and Neighbourhoods in relation to the recent Government announcements needed to be defined and should be referenced in the report

Resolved:- (1) That the content and key achievements of the Annual Report 2025/26 be noted.

(2) That the Board contribute to the finalisation of the case studies provided for each priority of the Strategy and suggest any improvements.

10. PHYSICAL ACTIVITY/MOVING ROTHERHAM BOARD

Gilly Brenner, Public Health Consultant, and Carole Foster, Moving Rotherham Programme Manager, provided a development year update on the Moving Rotherham Partnership with the aid of the following powerpoint presentation:-

Why be active

- Benefits for individuals, the economy and communities

The Challenges

- Health inequalities were unfair and avoidable differences in health across the population and between different groups within society. They arose because of the conditions in which we were born, grow, live, work and age

Development Year Aims – build the foundations for a co-ordinated, inclusive, place-based physical activity system in Rotherham

- Test new approaches to engage inactive and underserved communities
- Strengthen system leadership, partnerships and shared learning
- Understand what works (and what does not) through real delivery
- Gather insight to shape a long term Moving Rotherham Strategy

How we did it

- FLUX - creative physical activity engagement outdoors
- Every Move Counts - long term condition referral scheme
- Place-based community work through Yorkshire Sport Foundation and local delivery providers
- Inclusive activity network development
- Schools and faith-based CYP engagement
- System enablement work (communications, workforce, planning)

What was the impact

- Increased visibility of physical activity, more conversations about physical activity across the Borough
- Strengthened cross-sector co-ordination and relationships
- Enhanced engagement in trusted community settings
- Generated rich consultation insight and some important key learning themes
- Increased system capability through training and development e.g. through Active Practice Charter and Inclusive Active Network

How evaluations were shaping future bid – the full bid should prioritise

- Trusted settings as delivery anchors
- Utilising the strength of existing networks and building new cross-sector networks
- Community-led co-design and ensure voices of people with lived experience shared
- Joined-up clinical and community pathways, embed into existing routine pathways
- Adaptable and flexible to different groups in both communications and delivery ensuring inclusivity and accessibility throughout
- Creative and inclusive delivery models

Moving Rotherham Physical Activity and Sport Strategy for Rotherham

- Developing 5 year Physical Activity and Sport Strategy “Together we create the conditions where everyone in Rotherham can move more, in ways that feel enjoyable and meaningful, to improve health, happiness and quality of life”

How change will happen

- Core principles reflecting how partners think change should happen
 - Join things up
 - Start with people
 - Explore and be brave
 - Build for the long term
 - Embed equity, diversity and inclusion

How we will collaborate

- Working together was essential to achieving change. No single organisation could do it alone
 - Big Active Network
 - Other networks – inclusive activity, sports
 - System leaders
 - Moving Rotherham Board
 - Health and Wellbeing Board and Cultural Partnership Board

Our Priorities – 3 priority audiences

- Children and young people, people with long term health conditions and/or disabilities and communities where activity levels were the lowest

3 enabling themes

- Communication, inclusion and place making and system change

Understanding our progress

- Creating a more active Borough within a constantly changing context was a significant and long-term challenge
- Essential that focus on creating the conditions that enabled sustainable change

Key Milestones

- 1st June, 2026 – bid submission
- 22nd September, 2026 – decision expected

Discussion ensued with the following issues raised/clarified:-

- The England Active Lives research, a national benchmarking exercise, had recently released data for activity levels and inactivity levels. Rotherham had seen inactivity levels reduce by 4% and activity levels increase 5%
- Yorkshire Sport Foundation’s Active Sports Programme was an Early Years initiative

- Work was taking place with SYMCA on the Memorandum of Understanding of Physical Activity
- RDaSH, in conjunction with Sport England, was carrying out some work in Doncaster integrating physical activity into its Talking Therapy Services with the early outcomes looking very good in improving mental health. It was a pathway rolled out under Talking Therapies for those people with long term conditions and/or mental health conditions. There was an opportunity to explore if it was something that could be replicated in Rotherham
- The Trust had seen huge change in the way clinical systems worked e.g. smoking cessation. Behaviour change was required to embed into the system that clinical physical inactivity could be treated with some physical activity. If you were more active it would help reduce loneliness etc. so could only help
- Methods of monitoring and evaluation had been considered during the compilation of the plan but did require further work. Consideration was needed as to how to add value and build the “voice” in as well as some concrete measures to help with tracking against measures. Although Active Lives provided some information the sample size was not huge

Resolved:- That the Moving Rotherham Physical Activity and Sport Strategy 2026-31 be endorsed and the delivery of the Moving Rotherham Physical Activity and Sport Strategy 2026-2031 supported.

11. BETTER CARE FUND

The Board noted the narrative return which had been completed and returned in accordance with the 19th May, 2026, deadline.

Bob Kirton, TRFT, expressed concern at the increased demand the Trust was experiencing and welcomed the review of how urgent and emergency care was delivered.

12. ITEMS ESCALATED FROM THE PLACE BOARD

There were no issues to report.

13. ROTHERHAM PLACE BOARD MINUTES - PARTNERSHIP BUSINESS

The minutes of the Rotherham Place Board Partnership Business meetings held on 18th February and 15th April, 2026, were noted.

14. ROTHERHAM PLACE BOARD MINUTES - ICB BUSINESS

The minutes of the Rotherham Place Board ICB Business held on 18th February, 2026, were noted.

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BRIEFING	TO:	Health and Wellbeing Board
	DATE:	02/09/2026
	LEAD OFFICER	Denise Littlewood, Health Protection Principal
	TITLE:	Health Protection Annual Report
Background		
1.1	The report provides a summary of the assurance functions of the Rotherham Metropolitan Borough Council Health Protection Committee and reviews performance for the Health and Wellbeing Board.	
1.2	Health Protection is multi-agency. It is not just a local authority responsibility. Therefore, the Health Protection Committee is attended by colleagues across Rotherham Place.	
1.3	The scale of work undertaken to prevent and manage threats to health is driven by national, regional and local guidance, intelligence and health risks. There are activities undertaken proactively and reactively to protect health and prevent ill health. The report will cover the following areas: • Infectious disease management • National programmes for screening • National programmes for vaccination and immunisation • Healthcare associated infections, including a spotlight on TB • Infection prevention and control • Health emergency preparedness and response. • Environmental health and trading standards	
Key Issues		
2.1	The scale of work undertaken to prevent and manage threats to health is driven by national, regional and local guidance, intelligence and health risks. There are activities undertaken proactively and reactively to protect health and prevent ill health. The report will cover the following areas: • Infectious disease management	

- National programmes for screening
- National programmes for vaccination and immunisation
- Healthcare associated infections, including a spotlight on TB
- Infection prevention and control
- Health emergency preparedness and response.

Key Actions and Relevant Timelines

3.1 Strategic Health Protection Actions

1. Provide Health Protection assurance and leadership across Rotherham.
2. Strengthen community Infection Prevention and Control (IPC) provision, including audits and care home support.
3. Ensure clarity of roles and responsibilities across Rotherham Place for rapid incident response.
4. Maintain and enhance surveillance systems for communicable diseases in partnership with UKHSA, focusing on emerging threats, particularly following the recruitment of the new IPC Specialist.
5. Embed health protection work into local systems to reduce health inequalities.

3.2 Targeted Health Improvement Actions

7. Increase uptake of vaccination and screening in deprived areas and underrepresented groups:
 - Focus on childhood immunisations (MMRV, HPV).
 - Improve flu vaccination uptake, especially among 2–3-year-olds, pregnant women, and vulnerable groups.
 - Support cervical, breast, and bowel screening uptake.
8. Tackle Tuberculosis (TB):
 - Improve awareness and screening.
 - Target underserved populations.
 - Understand latent TB prevalence in Rotherham.
9. Address antimicrobial resistance (AMR):
 - Implement a consistent approach via a new working group.
 - Strengthen antimicrobial stewardship across health settings.

3.3 Preparedness and Environmental Health

10. Refresh adverse weather policy and ensure readiness for extreme weather events.
11. Continue to Improve links with Sexual Health Strategy Group for better assurance on STIs.
12. Continue emergency planning improvements, including thematic operational plans and integrated response frameworks.

Implications for Health Inequalities	
4.1	Health protection measures (infectious disease control, environmental hazard management) can either mitigate or exacerbate health inequalities, depending on design and implementation.
4.2	Effective strategies require integrating health equity principles into emergency response, surveillance, and preventive programs.
4.3	Tackling upstream social determinants—housing, education, employment—is essential for sustainable health protection.
Recommendations	
5.1	The Health and Wellbeing Board is asked to: • Note the content and key achievements of the Annual Report 2025/26 • Support the delivery of the Priorities for 2026/2027

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Health Protection Annual Report

2026

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Health Protection Committee

Role

- Provides assurance that arrangements are in place to protect population health.
- Multi-agency partnership involving RMBC, NHS, UKHSA and other partners.
- Oversees prevention, surveillance, preparedness and response to health threats.
- Reports directly to the Health & Wellbeing Board.

Key Health Protection Activity

2025/26

- Infectious disease surveillance and outbreak management.
- Legionella outbreak investigation.
- Support for complex tuberculosis cases.
- Infection prevention and control support to care homes and learning disability settings.
- Ongoing management of incidents in schools, early years and residential care settings.

Screening Programme Highlights

- Antenatal and newborn screening meeting all key performance indicators.
- Breast screening uptake improved to **75.5%**.
- Bowel screening uptake remained above national achievable standard (>60%).
- Continued focus on improving cervical screening uptake, particularly ages 25–49.
- Strong focus on reducing inequalities and improving access for people with learning disabilities and severe mental illness.

Immunisation & Vaccination Highlights

- Childhood vaccination coverage remains above efficiency standards.
- Continued improvement in MMR uptake.
- RSV vaccination programme successfully embedded.
- Increased flu vaccine uptake across most eligible groups.
- Adolescent vaccination programmes continuing to recover post-pandemic.

Healthcare Associated Infections & TB

- **Healthcare Associated Infections**
- Significant reduction in *C. difficile* cases.
- MRSA remained low (5 community cases).
- Ongoing antimicrobial stewardship programme.
- Continued focus on reducing gram-negative bloodstream infections.
- **Tuberculosis**
- Rotherham remains a low-incidence area.
- Cases often involve complex social and health needs.
- Enhanced case management and targeted screening continues.

Emergency Planning and Environmental Health

- **Emergency Preparedness**
- Refreshed incident management arrangements implemented.
- Participation in national pandemic Exercise PEGASUS.
- Effective response to severe weather and flooding incidents.
- **Environmental Health**
- 10,763 service requests managed.
- 841 food hygiene inspections completed.
- 140 housing enforcement notices issued.
- 89 infectious disease investigations undertaken.

Priorities for 2026/27

- Strengthen infectious disease surveillance.
- Increase screening uptake and reduce inequalities.
- Improve vaccination coverage.
- Reduce healthcare-associated infections and antimicrobial resistance.
- Strengthen TB prevention and control.
- Enhance IPC support in care settings.
- Maintain emergency preparedness and resilience.
- Protect health through environmental health services.
- Continue Health Protection Committee development and assurance.

Health Protection Assurance Report
Rotherham Metropolitan Borough Council

July 2026

Report authored by:
Denise Littlewood (Health Protection Principal)
Alex Hawley (Consultant in Public Health)

With contributions from members of the Health Protection Committee.

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1 Introduction

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 - Infectious disease management
 - National programmes for screening
 - National programmes for vaccination and immunization
 - Healthcare associated infections, including a spotlight on TB
 - Infection prevention and control
 - Health emergency preparedness and response.
 - Environmental health and trading standards

2 Assurance Arrangements

- 2.1 Local authorities, through their Director of Public Health, have an assurance role to ensure that appropriate arrangements are in place to protect the health of their populations. The Director of Public Health has a role in working with the UKHSA and the NHS to ensure arrangements are in place for health protection.
- 2.2 The Health Protection Committee is mandated by the Health and Wellbeing Board to provide assurance that adequate arrangements are in place for prevention, surveillance, planning, and response to communicable disease and environmental hazards.
- 2.3 Summary terms of reference for the Committee are listed at Appendix 1.
- 2.4 A summary of organisational roles in relation to delivery, surveillance and assurance is included at Appendix 2.

3 Infectious Disease Management

Surveillance Arrangements

- 3.1 UKHSA provides a quarterly report to the Health Protection Committee containing epidemiological information on cases and outbreaks of communicable diseases of public health importance at local authority level.
- 3.2 Surveillance arrangements cover all relevant pathogens and hazards, including notifiable diseases.
- 3.3 Fortnightly bulletins are produced by UKHSA throughout the winter months, providing surveillance information on influenza and influenza-like illness and infectious intestinal diseases, including norovirus.
- 3.4 A Health Protection Dashboard is in use locally, which supports surveillance and assists the Health Protection Committee in reviewing available data.

Infectious Diseases

- 3.5 During 2025/26 the Rotherham Council Public Health, Health Protection function provided a specialist response to infectious disease and hazard related situations across Rotherham. Situations responded to have included:
 - The continued investigation of an outbreak of Legionella in a Social Housing Complex
 - Outbreaks in early years, schools and residential care settings (ADD TOTAL)
 - Complex Tuberculosis case support
 - Infection Prevention and Control support for Care Homes and Learning Disability settings

4 Screening Programme

- 4.1 The national screening programmes are actively offered to the residents of Rotherham through their life course, including Antenatal and newborn screening, Cervical Screening, Breast cancer screening, Abdominal Aortic Aneurysm, Bowel cancer screening and Diabetic eye screening. National screening programmes are based on recommendations from the UK National Screening Committee (UKNSC) and are commissioned by NHS England, with assurance on performance and delivery via the Rotherham Health Protection Committee.

Screening programmes

- 4.2 An update to the report presented in 2025 is given below for each of the screening programmes. The Rotherham plans and work throughout 2025/26 reflect both the national and Yorkshire and Humber priorities and programme changes.
- 4.3 Key areas of work/priorities include but are not limited to:
- Increasing uptake within Breast cancer, Bowel cancer and Cervical screening programmes. Continue local collaborative work with programme providers and partners to improve uptake of screening for individuals with a learning difficulty/disability, through Digital flagging work and extending this work to include patients with a known severe mental illness (SMI).
 - Within the diabetic eye screening programme (DESP) the focus has been to implement Optical Coherence Tomography (OCT), improve uptake and reduce the number of persistent non-attenders.
 - Within Bowel screening, in accordance with national guidance, a priority is to implement the lowering of the Faecal Immunochemical Test (FIT) threshold from 120ug/gm to 80ug/gm (FIT@80) in line with the UKNSC recommendation.
 - Within the NHS Cervical Screening Programme, the focus remains on identifying reasons individuals are not attending screening and ensure appropriate access.

Abdominal Aortic Aneurysm - South Yorkshire & Bassetlaw Programme

- 4.4 An Abdominal Aortic Aneurysm (AAA) is a swelling in the aorta, the main artery in the abdomen, which can cause serious health consequences and death.
- 4.5 The aim of the AAA screening programme is:
- To reduce AAA-related mortality by detecting aneurysms at an early stage
 - Ensure appropriate surveillance and referral to vascular services if required and improve outcomes/health for those with a detected AAA
 - Men with referable aneurysms (≥ 5.5 cm diameter) are referred to either Sheffield Vascular Services or Doncaster Vascular Services. The AAA screening provider works closely with both services to ensure timely assessment and intervention.
- 4.6 The programme has performed well during 2025/26, with uptake to date above the minimum/acceptable standard of 75% and just below the achievable standard of 85%, though data collection will not be complete until after the end of May 2026, as programme standards are cohort year plus 2 months (to allow catch up of men due at the end of the screening year).

- 4.7 The screening provider has completed a Health Equity Assessment, which has been used to direct improvement work and reduce inequalities. This includes:
- Work to reduce non-attendance at 1st appointment, particularly across Lower Super Output Areas, resulting in improved uptake in those areas.
 - Invitation letters insert, signposting to interpreted information where English is not the first/spoken language.
 - Improved provision for individuals with a Learning Disability, through lists being provided by GPs – allowing for reasonable adjustments to be put in place.
 - Transwomen invited for screening following referral by GP.
 - Screening for individuals who are housebound.
 - Expansion of health promotion sessions in community group venues
 - Partnership working underway with Bowel Screening programme to co-promote both screening programmes across South Yorkshire.

Ante-natal and Newborn

- 4.8 Antenatal and newborn (ANNB) screening covers tests conducted in pregnancy for infectious diseases, inherited/genetic conditions - Down's syndrome, Edward's syndrome and Patau's syndrome, and other physical abnormalities, and in newborn babies including newborn hearing, blood spot screening and physical examination. Screening is supported by The Rotherham NHS Foundation Trust, and the SY pathology network (via Sheffield Teaching Hospital and Sheffield Children's Hospital).
- 4.9 All key performance indicators (KPIs) are being met with no areas of concern to highlight. The maternity provider continues to make effort to achieve the 'standard of $\leq 2\%$ for avoidable repeats samples through staff training, improved methods of sample collection and transportation to the laboratory, and joint working with the laboratory. Nonetheless, the avoidable repeat standard performance fluctuates between quarters locally and nationally.

Diabetic Eye Screening

- 4.10 The Diabetic Eye Screening Programme (DESP) covers all individuals aged 12 years and over with a diagnosis of diabetes and pregnant women diagnosed with diabetes during pregnancy. The aim being to identify, refer and where appropriate treat sight-threatening disease, occurring as a result of their diabetes, as early as possible. The screening programme is delivered by Barnsley NHS Foundation Trust, with Rotherham residents generally attending the Diabetes Centre, based at Rotherham Hospital.
- 4.11 Programme delivery, performance and oversight is via monthly meetings between NHS England Public Health Programmes Team and the provider. The provider has experienced significant workforce challenges, mainly because of sickness and

absence, which have been mostly resolved in Q4 of 25/26, allowing more sustained delivery. Room availability and lack of community venues within Rotherham have impacted on service delivery and access but the provider does not feel this has impacted on uptake; the Trust are working with the provider to resolve these issues. The programme (across Barnsley and Rotherham) has a high level of persistent non-attenders, when compared to other programmes nationally, and when assessed against the pathway standards. These are generally in the most deprived areas of both localities and among working age populations. The provider has developed a business case to support recruitment to an engagement officer post to support this work. The provider has undertaken a service redesign and recruitment to support.

- 4.12 The implementation of Optical Coherence Tomography (OCT) for patients in digital surveillance, which was planned full roll out by October 2025 was delayed due to IT infrastructure, including server requirements to support image storage at Barnsley Hospital and IT connectivity at Rotherham Hospital. These issues have now been fully resolved and OCT clinics are now being held within the Diabetes Centre at Rotherham Hospital.

Cervical Screening

Cervical screening is a test to check the health of the cervix and is offered to people with a cervix aged between 25 to 64 years every three or five years depending on age.

- 4.13 There are three main components of the cervical programme. These include the cervical sample (often referred as the 'smear'), testing/analysis in the laboratory and, if required, assessment/treatment via Colposcopy, delivered by Rotherham NHS Foundation Trust. Whilst cervical screening is mostly undertaken in primary care (GP practice), it may also be accessed via Integrated Sexual Health Services on request, via extended access/hours clinics, providing screening during evenings and on weekends, and via GP referral to Colposcopy Unit for individuals with complex needs where the sample cannot be obtained in primary care. As of 1st April 2025, trans men and non-binary people with a cervix can now opt-in to receive routine automatic invitation and attend screening.
- 4.14 Uptake continues to be lower in the 25–49-year-old cohort, compared with the 50–64-year-old cohort (also reflected nationally), with coverage in both age groups for Q3 2024/25 below the 80% standard. Work continues with practices and partners to try and improve uptake. Practice level data can be accessed via [Cervical Screening: Quarterly Coverage Data Rotherham](#)
- 4.15 Self-Testing: NHSE nationally continues to plan for the introduction of HPV self-testing during 2026. Self-testing will be offered to individuals who have never attended, or are significantly overdue in attending for their cervical screening. Details of the programme will be communicated to eligible individuals and stakeholders in due course.

- 4.16 Inequalities: For individuals with a diagnosis of learning disabilities, a code is assigned to their GP record so that when they are due for cervical screening, support from the community learning disabilities team can be provided where required and reasonable adjustments made to accommodate their needs, thereby encouraging their attendance at screening. Practices are requested to share reasonable adjustments information (following consent) with TRFT Colposcopy unit should further tests/appointments be required. Work has also commenced to explore how access can be improved for individuals with physical disability, this will be a focus for 2026/27.
- 4.17 In September 2025, the NHS commenced the process of sending normal results from the NHS Cervical Screening programme digitally, via the NHS app as a notification. This has now been expanded to include all cervical screening communication – invitations, reminders and all results. This provides quicker and more convenient access to information. For those where digital communication is not possible or read, a letter is posted as back up.

Bowel Screening South Yorkshire and Bassetlaw Hub

Bowel cancer screening is a test carried out at home to detect blood, which could be a sign of bowel cancer. It is offered to everyone aged 50 to 74 years.

Bowel cancer screening for the population of Rotherham is coordinated by the Regional Bowel Screening Hub (in Gateshead) and South Yorkshire Bowel Screening Centre (led by Sheffield Teaching Hospital NHS Foundation Trust).

Individuals receive a bowel screening kit via the post. Following analysis, if there is a need for further assessment, the Bowel screening centre contacts the patient and coordinates referral to the respective endoscopy unit. Whilst most patients will attend The Rotherham NHS Foundation Trust Hospital, they are able to access any of the hospitals within South Yorkshire.

- 4.18 The programme continues to perform well as of 25/26, with uptake above the upper (achievable) standard of 60%. The currently available data for 24/25 is included in the table below.

Cohort	Period	National	Rotherham
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Male and Female (60-74 years) Uptake	2024/25	78.1%	71.2%
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Source [Fingertips | Department of Health and Social Care](#)

- 4.19 The bowel screening programme continues to offer screening to people diagnosed with Lynch syndrome in the form of a 2 yearly colonoscopy. Lynch Syndrome is an inherited condition which predisposes individuals to developing bowel cancer. The programme is meeting all standards, with no concerns to report.
- 4.20 Inequalities: The screening centre has employed a health improvement practitioner whose focus, guided by the Health Equity Assessment, is to increase the awareness and ultimately uptake of bowel screening in areas of lower uptake, via dedicated sessions, roadshows etc. The Bowel Hub are alerted of any individuals with a diagnosis of learning disability (LD), enabling them to provide more accessible information when sending out the invitation. The national communications now reflect the extended cohort of eligible patients with a BSL signed video and an audio of the main leaflet available. Guidance has also been translated into 31 languages to increase accessibility of bowel cancer screening information. There is partnership working between bowel cancer screening, and AAA screening to promote both programmes across South Yorkshire, though no evaluation is yet available.

Breast Screening

Breast screening is offered to all people registered as female at their GP practice aged between 50 and 71 years. The first invitation arrives between age 50 and 53 years, screening is offered every 3 years and is provided by Rotherham NHS Foundation Trust Hospital.

Women in Rotherham are receiving timely invitations in line with their next test due date. The programme has continued to use a “fixed appointment” model, as this has been shown to improve the uptake of breast screening and aid management of breast screening unit capacity.

- 4.21 The uptake for breast screening in Rotherham for 2024/25 was 75.5%, reflecting an ongoing improvement. Nonetheless, ongoing work and collaboration with the Cancer Alliance and organisations within the community such as charities and voluntary sector to raise awareness of breast screening will support continued improvement in uptake. This is supported by behavioural insights work, for which evaluation is currently underway and which will inform future development plans.

Data source: [Breast Screening Programme, England, 2024-25 - NHS England Digital](#)

- 4.22 Improvement work: The provider has completed a Health Equity Audit and action plan, with ongoing work to improve uptake including health promotion via Trust Comms and wider initiatives such as supermarket stands, delivering awareness sessions to GP practices, developing promotional videos, use of text messages (based on behavioural science insights) to reduce the number of women who do not attend (DNA).
- 4.23 Discussions continue between with the Public Health Programmes Team, Primary Care and Rotherham NHS Foundation Trust Hospital to increase uptake in people with a learning disability using the same approach to bowel screening. Similar flagging work has commenced using the Rotherham NHS Foundation Trust Learning disability nursing team and the plan is to extend this to include individuals with severe and enduring mental illness.

5 Immunisation/Vaccination Programmes

The national immunisation programmes are recommended by the Joint Committee for Vaccination and Immunisation (JCVI) and spread across the life course. Commissioning responsibility for immunisation programmes sits with NHS England, who provide assurance to the Health Protection Committee. Programme delivery has continued as business as usual across all Section 7a Programmes throughout 2025/26, with a continued emphasis on restoring uptake and coverage to pre-pandemic levels, reducing inequalities and narrowing the gap in uptake between highest and lowest performing practices

The vaccination schedule includes:

- Childhood Vaccination
- Maternal Vaccinations
- Adolescent Vaccinations
- Older Adult Vaccinations
- Seasonal Vaccinations)
- Selective Vaccinations (for specific high-risk cohorts)

Please note this report excludes Covid 19 vaccinations as this vaccination programme was not part of the Section 7a NHS England Commissioned Services during this time period.

Delivery against the public health outcomes framework has been supported by the Rotherham Immunisation Improvement Plan

- 5.1 MMR dose 1 by 2 years of age and MMR dose 2 by 5 years of age. As a minimum maintaining coverage of above 90% (minimum threshold) but aiming to build on previous improvement and move towards achieving the 95% optimal threshold required to ensure wider community protection. It is anticipated that improvement in uptake will be seen, as a result of the national childhood immunisation schedule changes introduced in January 2026, bringing the second dose forward to 18 months of age. These children will receive the 4:1 vaccine MMRV, offering routine protection against chicken pox for the first time. Children will remain eligible for MMRV up to the age of 6 years. Eligibility for MMR is not time/age limited.
- 5.2 Improving uptake of all routine adolescent programmes, as these are all significantly lower than pre-pandemic levels. This work includes reducing the variation between schools with the highest and lowest uptake and has a particular focus on HPV, which also supports the national cervical cancer elimination strategy.
- 5.3 The RSV (Respiratory Syncytial Virus) vaccination programme for pregnant women and older adults (routine and catch up to the age of 80 years) which commenced 1st September 2024, has been well accepted by patients and is now well embedded. The latest data for women delivering in December 2025, shows uptake of 52.1% (which has remained constant from previous months) and for Older Adults (75–80-year-olds) 65.5% to the end of March 2026. NB: extension to those over the age of 80 years and care home residents did not go live until 1st April 2026.
- 5.4 In 2026, NHS England will run a national RSV invitation campaign. Invites will be sent to unvaccinated individuals eligible for the RSV older adults vaccination programme. A digital first approach will be followed for the campaign, and the invitation will include a call to action for eligible people to contact their GP to book an appointment.
- 5.5 Maternal Pertussis vaccination has remained above the 60% optimal threshold, though targeted work continues with practices showing less than 60% uptake. Rotherham Maternity services are well engaged with the vaccination in pregnancy programmes.
- 5.6 Seasonal Flu – working with partners across Rotherham to enable focused place-based work to improve uptake across all cohorts but with a key focus on 2 and 3-year-olds, pregnant women, patients with chronic respiratory disease, immunocompromised patients and individuals with a learning disability or severe mental illness.

Seasonal Flu

Seasonal flu vaccination is delivered annually via a variety of providers, including primary medical care (GP practices), community pharmacists, school-aged immunisation providers, maternity services and Trusts (focus on long stay in patients and discharges to care homes). The eligibility criteria for the 2025/26 cohort remained unchanged from the previous season.

- 5.7 Ambitions for Flu season 2025/26: The requirement is a 100% offer for all eligible individuals via call and recall, and with opportunistic offers or vaccination upon request between September and March each year. Whilst the childhood (including school aged) and pregnant women offer was effective from 1st September, other adult cohorts (including those in at risk groups), did not become eligible until the 1st of October. This was to maximise the duration of protection into winter, as immunity wanes with age.
- 5.8 Rotherham has seen increased uptake in all eligible cohorts, except the 65-year-olds and Primary School Age Children which has had a slight decline, with the reasons for the latter not yet clear. Work will be undertaken to try and understand the reasons behind the decline and inform planning for 2026/27. Data can be accessed via [Seasonal influenza vaccine uptake in GP patients: monthly data, 2025 to 2026 - GOV.UK](#)
- 5.9 Across Rotherham, Intrahealth have continued to deliver flu vaccinations to all school-aged children, including those not in education/home schooled. Inactivated injectable flu vaccine has been offered and administered where the porcine-containing nasal flu vaccine (LAIV) is contraindicated or declined for religious/cultural reasons. Data can be accessed via [Seasonal influenza vaccine uptake in children of school age: monthly data, 2025 to 2026 - GOV.UK](#)

Adolescent immunisations

The School Aged Immunisation Service in Rotherham is provided by Intrahealth, with data collected annually by UKHSA, covering the academic year September 2024 to 31st August 2025.

Adolescent programmes continue to show recovery and mostly meet the minimum standard (80%) across all programmes for the routine year group, with further improvement through catch up in subsequent years up to year 11.

In addition to catch-up vaccinations by the School Imms provider, via community clinics, unvaccinated individuals remain eligible for vaccination via their GP (opportunistically and on request) for MMR, with no upper age limit, and HPV and Men ACWY up to and including 24 years of age. Improvement has been facilitated by a national GP HPV catch up campaign, the outcome of which is awaited and work undertaken by the Rotherham GP Federation for those aged 19-24.

Childhood Immunisations

The Public Health Programmes Team continually review practice-level data regularly, along with vaccination waiting lists for all practices, with action plans developed where required to facilitate timely access and delivery to achieve increased uptake. The efficiency standard for these programmes is 90%, the optimal standard (required to ensure herd immunity) is 95%. The uptake of the childhood immunisation for 2024/25 in Rotherham has remained mostly above the efficiency standard and within the optimal standard.

- 5.10 Childhood Immunisation Schedule Changes: As of July 2025, the Hib/MenC offered at the routine 1-year vaccine appointment was discontinued. This was due to the vaccine being discontinued and no alternative available. As the adolescent MenACWY programme has resulted in a significant reduction in cases of meningococcal infections, the JCVI concluded that the MenC element was no longer required, however, the Hib component was still required. To facilitate this, the schedule was amended to include an extra dose of the 6-in-1 vaccine at the new 18-month appointment.
- 5.11 From 1 January 2026, Children born on or after 1st July 2024 became eligible for the MMRV vaccine, which provides additional protection against chickenpox. Both changes have been fully and successfully implemented, though as yet no data is available. Data can be accessed via [Quarterly vaccination coverage statistics for children aged up to 5 years in the UK \(COVER programme\): October to December 2025 - GOV.UK](#)

Improvement work

The NHSE Public Health Programmes Team are continuing to work with practices, the Local Authority Public Health Team and Child Health Services to identify barriers to vaccination and address high waiting/unvaccinated lists, including reviewing reasons why parents do not attend/bring their child, capacity, access, clinic management/appointing, communication to parents, number of children contacted.

6 Health Care Associated Infections

- 6.1 Healthcare-associated infections (HCAIs) are those linked to healthcare, either as a direct result of healthcare interventions (e.g. medical or surgical treatment), or from being in contact with a healthcare setting. The term HCAI covers a wide range of infections, such as MRSA, MSSA, C. Difficile, E. coli, Pseudomonas Auruginosa and Klebsiella.
- 6.2 HCAI's pose a serious risk to patients, staff and visitors. They can incur significant costs for the NHS and cause significant morbidity to those infected. As a result, infection prevention and control is a key priority for the NHS.
- 6.3 Strategic objectives relating to Infection Prevention and Control (IPC) and quality requirements are included in the NHS standard contract. These are to:
- Improve quality including safety, clinical outcomes and patient experience.
 - Meet national and locally determined performance standards, threshold objectives/ targets (including guidance/ advisory)
 - Focus on reducing infection levels.
 - Focus on actions to reduce the risk of infections and to support early diagnosis and appropriate treatment which will have beneficial effects for both patient outcomes and service demand.
 - Support the delivery of the AMR National Action Plan (2024-29)
- 6.4 The following table summarises the key performance position and developments for health care associated infections over 2025/26.

HCAI	TRFT	Rotherham Place
MRSA	0	5
MSSA	22	85
C Difficile	51	78
E Coli	74	233
Klebsiella spp	32	85
Pseudomonas aeruginosa	11	21

- 6.5 The following table summarises the key performance position and developments for health care associated infections over 2025/26 along with the thresholds and comparison to 2024/2025.

HCAI	25/26 Actual	25/26 Threshold	25/26 Actual	25/26 Threshold	Comparison to 24/25	
	TRFT		Rotherham Place		TRFT	Rotherham Place
MRSA	0	Zero Tolerance	5	Zero Tolerance	Decrease (1)	Increase (1)
MSSA	22	No Objective	85	No Objective	Same (22)	Increase (74)
C. Difficile	51	44	78	97	Decrease (71)	Decrease (119)
E Coli	74	46	233	203	Increase (71)	Same (233)
Klebsiella Spp	32	13	85	45	Increase (24)	Increase (62)
Pseudomonas Aeruginosa	11	9	21	28	Decrease (19)	Decrease (31)

MRSA

- 6.6 There is a zero-tolerance approach to MRSA Blood Stream Infections. In 2025/6 there have been 5 cases; All community. This is an increase from last year when there were 2 cases but a decrease from the previous year when there were 6 cases in Rotherham.
- 6.7 Rotherham continues to be under the current threshold rate whereby PIR is required to be inputted on to the UKHSA Data Capture System (as was the expectation for all cases in the past).

MSSA

- 6.8 There is no national threshold for this although numbers are monitored regularly. The number within the acute trust has remained the same as last year. The community cases have increased.

Clostridium Difficile

- 6.9 There has been a significant decrease in cases in Rotherham both within the Hospital and Community. The hospital cases are reviewed through the Patient Safety Incident Response Framework (PSIRF), with a focus on quality, learning and improvement.

These reviews and focus also take place for community cases. There have been a number of quality initiatives across Rotherham that have contributed to the decrease in cases.

- 6.10 Along with quality themes, reviews have identified antibiotic prescribing. There have been targeted improvement strategies put into place that have shown reductions in Clostridioides Difficile (CD) cases as a result. Antimicrobial stewardship has been a quality priority for 2025/26.
- 6.11 The Antimicrobial Stewardship Group (ASG) continues, this group oversees the antimicrobial stewardship activities of the Trust and includes representation from the ICB and GPs. This allows work streams to take place across the Rotherham health community.
- 6.12 The thresholds set in the NHS Standard Contract remain unrealistic (particularly in Rotherham) due to the calculation process & are a poor measure in terms of quality improvement. This has been recognised nationally with discussions around how to measure rates opposed to case numbers although no changes have been made as yet.

Gram Negative BSI cases

- 6.13 Gram negative infections remain predominantly urine related. E Coli, Pseudomonas and Klebsiella are all gram negative blood stream infections. There are variances in thresholds and case numbers with reasons for this being complex. There are ongoing surveillance and improvement projects.

E coli –Rotherham place and TRFT have exceeded the threshold. TRFT have a slight increase from last year whilst Rotherham place case numbers remain the same.

- Klebsiella – Rotherham place and TRFT have exceeded the threshold, and case numbers have increased from 2024/5.
- Pseudomonas - Rotherham place are within the threshold. TRFT has exceeded the threshold. Rotherham place and TRFT case numbers have significantly decreased from 2024/5.

- 6.14 NHSE identified inadequate hydration as a possible causative factor. Rotherham place hydration project, with a multi-disciplinary team of health care professionals, has continued through 2025/6 working to improve hydration in care homes using specific measures.

Antimicrobial resistance

- 6.15 The AMR plan includes themes around broad spectrum antibiotic prescribing and high-volume antibiotic prescribing in GP practices. This links in with all HCAI IPC workstreams and reduction and improvement strategies.
- 6.16 The Antimicrobial Stewardship Group (ASG) oversees the antimicrobial stewardship activities of the Trust and includes representation from the ICB and GPs. This allows work streams to take place across the Rotherham health community.
- 6.17 Antimicrobial stewardship has been a quality priority for 2025/26 at TRFT.

7 Tuberculosis

- 7.1 The steep upward trajectory of TB notifications has continued, with an increase of 13.6% (10.6% in 2023). This is the second year in a row that the largest annual increase in the reporting period (1971 to 2025) has been recorded.
- 7.2 A total of 5,490 people were notified with TB disease nationally.
- 7.3 The rate of notifications is now 9.4 per 100,000 population, just below the WHO threshold of 10 per 100,000 for a low incidence country. However, rates are still below the peak in this century (15.6 per 100,000 in 2011).
- 7.4 TB rates remain highest in urban areas, with the increase in numbers (1,651 to 1,876 individuals; 13.6% increase) remaining highest in the UKHSA London region. Rates are also highest in London (20.6 per 100,000 population). However, percentage increases above those in London were seen in the West Midlands (22.7%), Yorkshire and the Humber (19.2%) and the South West (17.7%). Although the numbers and rates are lower outside London, big percentage increases put great pressure on services.
- 7.5 Individuals born outside of the UK continued to account for most TB notifications in England (81.9%). The rate of TB notifications in people born outside the UK has increased from 41.3 per 100,000 in 2023 to 46.9 per 100,000 in 2024. The numbers and proportions of people with TB born outside the UK who are diagnosed within 5 years of entering the UK have increased significantly since 2021.
- 7.6 Tuberculosis continues to be strongly associated with inequalities. The rate of TB notifications in the 10% of individuals living in the most deprived areas of England has increased from 15.7 per 100,000 in 2019 to 17.5 per 100,000 in 2024. This is more than 5 times the rate in the 10% of the population living in the least deprived areas (3.3 per 100,000).

TB prevention

- 7.7 A total of 338 people were diagnosed with pulmonary TB in the pre-entry process, and detection rates have remained stable since 2019.
- 7.8 Active TB disease can also be prevented by identifying, testing and treating people with latent TB infection (LTBI) as a result of contact with a known infectious individual or because they have migrated from a high incidence country.

TB control

- 7.9 The proportion of individuals who complete their treatment has not improved in the last decade and averaged 84.4% at 12 months in people expected to complete treatment within this period. Lower treatment completion rates have continued in those with social risk factors (78.0%).

TB in children

- 7.10 Children are particularly vulnerable to TB, especially those aged under 5 years, who are at greatest risk of developing severe TB disease.
- 7.11 Data continues to be reported for children aged 0 to 17 years. In 2024 numbers in children increased by 12.7% and the notification rate by 14.3% mirroring increases in observed for all age groups. The proportion of children with TB who were born in the UK (41.1%) is much higher than for adults (18.1%).
- 7.12 The proportion of children diagnosed with pulmonary disease (68.2%) was higher than for the entire cohort (54.3%). However, a greater proportion of children with pulmonary TB started treatment by 2 months of symptom onset (59.5%) compared with the overall population with TB (40.9%) and complete treatment by 12 months (91.8% in children compared with 84.4% in the entire cohort).

TB action plan

- 7.13 The TB action plan matures this year, and preliminary work is being undertaken to establish a new action plan to support the fight against TB Tuberculosis (TB): action plan for England, 2021 to 2026 - GOV.UK (www.gov.uk)

GIRFT

- 7.14 A new data-driven national report produced by GIRFT into tuberculosis (TB) services across England outlines measures which can improve services for TB patients and the NHS staff who care for them. The report includes recommendations for improvement which will need to be delivered by the NHS, NHS England and other key stakeholders and it is vitally important that the recommendations are properly implemented nationally, so that the needed improvements to TB services are realised for the benefit of patients. [girft-review-of-tuberculosis-national-report.pdf](#)

Rotherham

- 7.15 Rotherham has a low incidence of TB, but a significant proportion of cases have risk factors for poor treatment completion and onward transmission to others such as homelessness, drug or alcohol use, a history of imprisonment or mental health issues.
- 7.16 Tuberculosis has long been described as a social disease. Although it is curable, TB disproportionately affects underserved and inclusion health populations because the factors that drive transmission, delayed diagnosis, and poor outcomes are rooted in social disadvantage rather than biology alone.
- 7.17 The Rotherham service aims to support a year-on-year reduction in TB incidence and in-UK TB transmission and enable the UK to meet its commitment to the WHO (World Health Organisation) end TB strategy. Early detection and improved treatment completion rates should over time lead to a reduction in the burden of TB disease and to a reduction in the overall cost of TB services. The service cares for patients using case management is the comprehensive follow-up of a suspected or confirmed TB case (Dorsinville, 1998). Case management requires a collaborative multidisciplinary team (MDT) approach. Case management is commenced as soon as possible after a suspected case has been identified.
- 7.18 Enhanced Case Management (ECM) applies to any case where more than the usual amount of TB Nurse time as outlined by the RCN is required for their management. Level 0 (zero) refers to Standard case management, ECM levels ranged from 1-3 depending on their complexity. Rotherham cases are often in need of ECM level 3, so although considered low in numbers of Active TB cases the cases are high in complexities, and support mechanisms such as Video Observed therapy have been utilised to support concordance.
- 7.19 Rotherham has a robust process to support the TB screening of high-risk individuals that are new entrants to the country. The TB nursing service works closely with the Gate surgery to ensure the care of individuals, identified as having latent TB infection are seen and treated in timely fashion.
- 7.20 Patients cared for who are diagnosed latent TB infection are also cared for using the Case management tool.
- 7.21 Further work is planned to look at other TB screening opportunities to further support the reduction in active TB disease cases in the future.

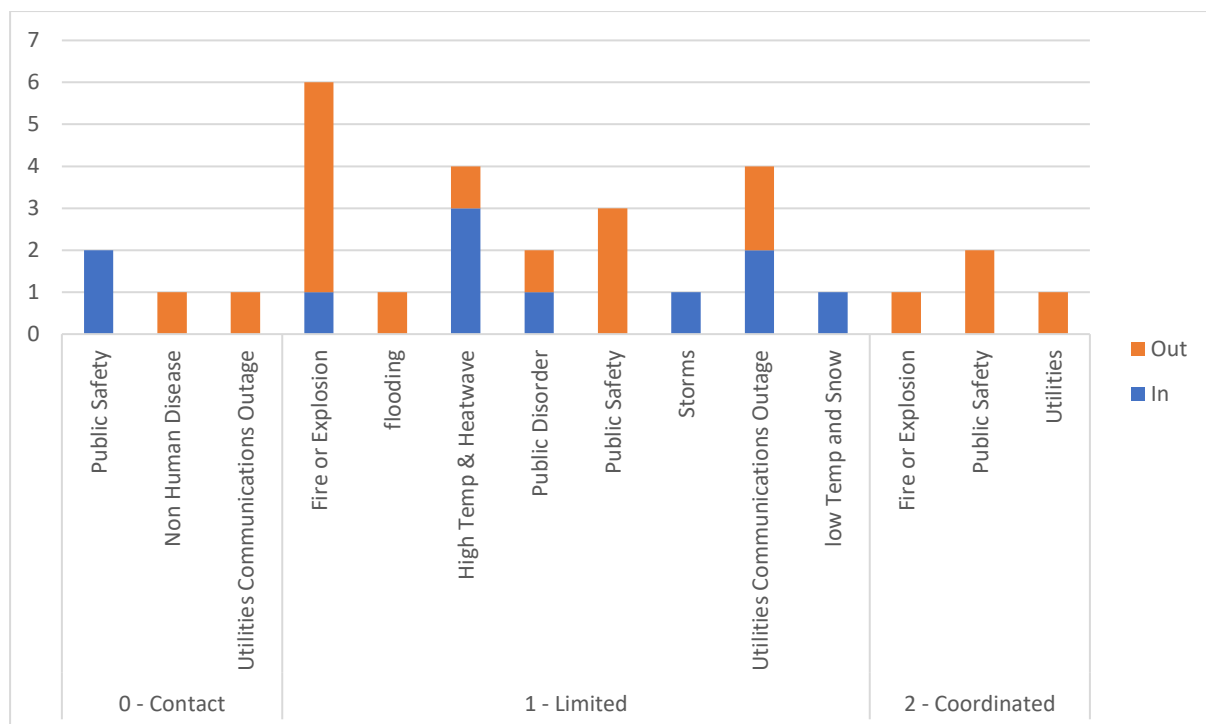
8 Infection, Prevention and Control (IPC)

- 8.1 There are statutory responsibilities regarding IPC affecting a range of health and social care organisations. Direct responsibility for the health and safety of people within in a setting, such as a care home, lies with the provider. The Director for Public Health has a role to work with UKHSA and the NHS through the Integrated Care Partnership to ensure arrangements are in place for health protection. Such arrangements should include infection and prevention control within health and care settings.
- 8.2 Rotherham, as a geographical area, has a range of IPC staff roles. There are staff with specific IPC roles working within the Rotherham NHS Foundation Trust and the Rotherham Doncaster and South Humber NHS Foundation Trust, as well as a Lead Infection Prevention and Control Nurse for Rotherham based within the NHS ICB.
- 8.3 RMBC has a service specification for Care Homes for Older people which includes necessity for providers to have suitable IPC policies and procedures. RMBC commissioned care homes must adhere to the requirements, including training for staff, ensuring IPC policies and practice are in place and engaging with agencies such as UKHSA.
- 8.4 In 2025-26 a Senior Public Health Practitioner continued to support care homes.
- 8.5 This staffing capacity is being used to carry out targeted work with Care Homes to support IPC audit and provide support to improve IPC capabilities and practice where this is required. Currently this post carries out the following work:
 - Contacting all care homes with outbreaks and providing support and advice, recontacting them after 5 days to ensure the outbreak is controlled and no further interventions are required.
 - Audits with care homes who agree to participate, with follow up when required.
 - Engagement with contract compliance team at RMBC, and wider care home workforce as part of Risk Management Meetings.
 - Arranging quarterly IPC Champions meetings, with representatives from every care home.
 - Drafting a monthly IPC Newsletter, with updates and advice
- 8.6 Between Jan 2025 and March 2025:
 - 10 audits have been undertaken
 - 5 initial care home visits have taken place (to introduce care homes to the IPC offer)
 - Support has been provided for 14 outbreak situations

9 Emergency Planning and Response

The previous twelve months have seen continued emergency planning activity in tandem with development and embedding of the council's refreshed incident management processes.

- 9.1 Council contingency plans continue to be developed and maintained. Over this period, in line with the publication of the UKHSA annual planning arrangements for Adverse Weather and Health, in collaboration with the Meteorological Office, the council adverse weather plan has been refreshed.
- 9.2 The UKHSA plan has a strong focus on the health of the population, with prevention of mortality related goals. The Council uses this plan as the foundation for the corporate adverse weather planning arrangements, incorporating wider service planning and actions in accordance with the wider responsibilities of the Council to assure service delivery through business continuity arrangements.
- 9.3 The council continues to respond to incidents and the undermentioned provides the total recorded incidents by type, impact and in/out of hours notification (25/26):



- 9.4 Notable weather impacts over this period have included activation of the Heat Health alert system and associated activities, with an Amber alert at the end of June 2025 and Yellow alert for a longer period in August 2025. November 14, 2025, brought Storm Claudia with an Amber Warning for rain, culminating in:
 - Flood alerts being issued for Upper River Don, Middle River Don, River Rother, Lower River Rother and Whiston Brook catchment.

- The Environment Agency called a Flood Advisory Service Telecon.
- The council activated incident management structures and tactical management capabilities with cross-council representation to coordinate activities and resources.
- Humanitarian and recovery assistance was established in readiness to assist communities, with support to the Catcliffe community ongoing based on the predicted forecast.
- Debrief and learning instigated.

- 9.5 In addition, learning and improvement continues to inform into the Council's refreshed incident management arrangements, developed in line with the nationally recognised integrated emergency management concept. Work continues across the council, with services to migrate operational planning from a directorate approach to thematic common consequence cells.
- 9.6 Over this period, Exercise PEGASUS a Tier 1 national exercise on the United Kingdom's preparedness for a pandemic, led by the Department of Health and Social Care (DHSC) and UK Health Security Agency (UKHSA) took place. This exercise was designed through a national planning team, with no local deviation, or scenario variation permitted.
- 9.7 The exercise aimed to assess specific elements of UK's preparedness, capabilities, and response strategies in the context of a pandemic arising from a novel infectious disease and took place in Autumn 2025 over 3 phases: 22-23 September (emergence), 13-14 October (containment) and 3-4 November (mitigation). The council-led system place-based workshops for each of the three phases, culminating in local issues and considerations to be progressed and monitored by the Health Protection Board, as well as regional and national awaited learning.
- 9.8 During this period, local and regional exercises have continued. Substantial learning, improvement and good practice has been, and continues to be, identified and embedded within planning and plans.

10 Environmental Health and Trading Standards

- 10.1 The service delivers a broad range of enforcement and regulatory functions which are mainly statutory obligations to protect health or consumers. Priority enforcement and regulatory areas for prevention of infectious disease and non-infective public health risks include:
- Air Quality
 - Private Sector Housing enforcement
 - Contaminated Land inspection
 - Animal Health and Welfare
 - Food Hygiene and Standards

- Health and Safety at Work
- Infectious Disease investigation
- Tobacco Control
- Industrial Pollution
- Statutory Nuisance

10.2 The Financial Year 2025/26 continued to be dominated by the redesignation of a new Selective Licensing scheme, dealing with our most disadvantaged localities and significant staffing challenges in the Trading Standards function. Activity included:

- Almost 10,763 requests for service across the whole of Environmental Health and Community Protection
- Completion of 68 Formal Actions in relation to fly-tipping or waste crime offences Penalty Fines for waste offences
- Food Safety inspections - 841 Food Hygiene Inspections and 575 Food Standards inspections were fully delivered. Enforcement activity for Food Safety was also maintained, with 10 Improvement Notices served, 1 Emergency Prohibition and one prosecution prepared for Court (to be heard in 2026/27).
- 140 formal Housing Act notices served in relation to hazardous housing conditions, with 41 properties Prohibited from occupation due to unfit conditions
- Seizure of illicit vapes to a value of £16,369
- Seizure of illicit tobacco to a value of £10,968
- 59 Responsible Retailer visits advising on the prevention of underage sales
- Funding secured for a full-time Tobacco Control Officer
- Funding secured for a financial exploitation Officer and Support Analyst to combat the exploitation of vulnerable residents.
- Provision of enforcement during out of hours seven days each week
- Worked with UKHSA and Public Health to deliver improved handling of Infectious Disease investigation. This includes:

Diagnosis	2025/26
Shigella (Dysentery)	6
Hep A Viral Hepatitis	3
Paratyphoid Fever	1
Salmonella enteritidis	2
Salmonella	37
E. coli O157	2
E. coli O158	2
Giardia spp.	4
Cryptosporidium spp	29
Legionella	3
(blank)	
Grand Total	89

11 Programme Priorities for 2026/2027

The Health Protection Committee will continue to provide assurance that robust arrangements are in place to prevent, prepare for, detect and respond to communicable disease threats, environmental hazards and wider health protection risks affecting the population of Rotherham. The following priorities have been identified for 2026/27.

Priority 1: Strengthen infectious disease surveillance and outbreak management

- Further develop the local Health Protection Dashboard to improve intelligence, surveillance and reporting.
- Strengthen multi-agency arrangements for the management of outbreaks in care settings, schools, early years settings and the wider community.
- Continue oversight of complex health protection incidents, including outbreaks and environmental hazards.
- Improve organisational learning through systematic review and dissemination of lessons identified from incidents and outbreaks.

Priority 2: Improve screening uptake and reduce health inequalities

- Support delivery of the NHS ambition to increase uptake and coverage across all national screening programmes.
- Focus improvement activity on bowel, breast and cervical screening programmes where inequalities persist.
- Continue work to improve access and reasonable adjustments for people with learning disabilities, severe mental illness and physical disabilities.
- Support implementation of forthcoming programme developments, including HPV self-sampling within the Cervical Screening Programme.

Priority 3: Increase vaccination and immunisation coverage

- Promote uptake of routine childhood immunisations, maintaining progress towards the 95% coverage level required for population protection.
- Support partners to continue targeted work to improve MMR uptake and reduce the risk of measles outbreaks.
- Promote uptake of adolescent immunisation programmes, particularly HPV vaccination.
- Support delivery of seasonal vaccination campaigns and the national RSV vaccination programme.

- Assist in reducing unwarranted variation in vaccine uptake between population groups and GP practices.

Priority 4: Reduce healthcare-associated infections and antimicrobial resistance

- Maintain a focus on reducing healthcare-associated infections across acute, community and social care settings.
- Support delivery of antimicrobial stewardship programmes across the Rotherham health and care system.

Priority 5: Strengthen tuberculosis prevention and control

- Support early identification, diagnosis and treatment of active and latent tuberculosis.
- Explore opportunities to support and expand targeted screening and prevention activities.
- Support implementation of national and regional tuberculosis improvement recommendations.

Priority 6: Enhance infection prevention and control in health and care settings

- Continue targeted IPC support to care homes and other adult social care settings.
- Expand the IPC audit programme and promote continuous quality improvement.
- Strengthen the IPC Champions network and sharing of best practice across providers.
- Support preparedness and response to outbreaks within care settings.

Priority 7: Maintain emergency preparedness, resilience and response capability

- Embed the council's refreshed incident management arrangements across all relevant services.
- Review and implement learning arising from Exercise PEGASUS and other local, regional and national exercises.
- Maintain preparedness for infectious disease incidents, severe weather events and environmental emergencies.
- Continue to strengthen partnership working through Local Resilience Forum and Local Health Resilience Partnership arrangements.

Priority 8: Protect health through environmental health and regulatory services

- Support prevention and management of infectious disease risks through effective environmental health interventions.
- Maintain high standards of food safety, housing regulation, tobacco control and consumer protection.
- Strengthen partnership working between Environmental Health, Public Health and UKHSA in the management of public health incidents.
- Continue action to address health inequalities associated with poor housing and environmental hazards.

Priority 9: Health Protection Committee Development

- Review and update the Health Protection Committee work programme to align with emerging national, regional and local priorities.
- Undertake annual deep dives into key areas of health protection risk and assurance.
- Strengthen performance reporting and assurance arrangements through the use of data, audits and quality improvement measures.
- Continue to provide assurance reports and risk updates to the Health and Wellbeing Board.

12 Glossary

AMR	Antimicrobial resistance
E. coli	Escherichia Coli
HPV	Human papillomavirus testing (for risk of developing cervical cancer)
IPC	Infection Prevention and Control
MMR	Measles, Mumps and Rubella (immunisation)
MRSA	Methicillin resistant Staphylococcus aureus
MSSA	Methicillin sensitive Staphylococcus aureus
NHSEI	NHS England and NHS Improvement
NIPE	New-born Infant Physical Examination
PPE	Personal Protective Equipment
SCID	Severe Combined Immunodeficiency
UKHSA	UK Health Security Agency

13 Appendices

Appendix 1 Health Protection Committee terms of reference & affiliated groups

Appendix 2 Roles in relation to delivery, surveillance and assurance

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Appendix 1

HEALTH PROTECTION COMMITTEE TERMS OF REFERENCE

Date	Version	Author	Comments
May 2013	1.0	Jo Abbott	To be reviewed March 2014 to reflect changing health and social care architecture
March 2014	2.1	Richard Hart	Re-drafted April 2014 in line with above
July 2014	2.2	Richard Hart	Amended following comments from Health Protection Committee
October 2014	2.3	Richard Hart	Amended following further comments from Health Protection Committee
May 2015	2.4	Richard Hart	Reviewed and amended as part of annual review
April 2022	2.5	Catherine Heffernan & Richard Hart	Reviewed and amended following pause of HPC due to COVID-19
April 2023	2.6	Denise Littlewood	Reviewed and amended as part of annual review
July 2025	3.0	Denise Littlewood / Jaimee Wylam	Reviewed and amended as part of annual health protection report review.

Aims

- To provide collective strategic leadership and oversight for multi-agency response to protecting Rotherham's population against communicable diseases, chemical and biological incidents, environmental hazards and other health threats.
- To work in partnership to prevent, plan, prepare, detect and respond to outbreaks, incidents and other health threats for Rotherham.
- To enable the partners to plan their future work programmes effectively
- To ensure a rapid, coordinated response by the partners to unexpected developments
- To gain assurance that the elements of the system are working together well, that any temporary failings or tensions are quickly dealt with for the good of the system as a whole

Scope

The Health Protection Committee will look at health protection issues relating to the population of Rotherham (whether resident, working or visiting), namely:

- Emergency preparedness, resilience and response
- Communicable disease control
- Risk assessment and risk management
- Risk communication
- Incident and outbreak investigation and management
- Monitoring and surveillance of communicable diseases
- Response to public health alerts from the European Union (EU - via the European Centre for Disease Prevention and Control) and the World Health Organisation (WHO - through the International Health Regulations)
- Infection prevention and control in health and care settings
- Delivery and monitoring of immunisation and vaccination programmes
- Environmental public health and control of chemical, biological and radiological hazards

Functions

- Develop, monitor and review roles and responsibilities to provide a robust health protection function in Rotherham
- Maintain good working relationships between all agencies
- Plan and prepare multi-agency rapid response
- Review at least two areas of the health protection system annually to identify and implement actions to improve preparedness and response
- Ensure that there is effective surveillance of communicable diseases and health threats so that appropriate action can be taken where necessary
- Manage emerging health protection risks in delivering effective commissioning and provision of health and social care
- Share understanding of risk and escalate where appropriate
- Receive regular updates that appropriate policies and plans associated with health protection activities are in place
- Review incidents and share 'lessons learned' and other learning including resultant actions
- Enable commissioning decisions to be effectively informed by coordinating and agreeing plans, strategies and commissioning of programmes including developments required to address local or national directives / priorities
- Maintain good communications and engage with all relevant stakeholders.

Membership

- Core members consist of senior representatives from:
- RMBC – Director of Public Health/Consultant in Public Health & Health Protection Principal

- UKHSA – Consultant in Health Protection/Consultant in Communicable Disease Control
- ICS – IPC Nurse, medicines management representative
- TRNFT – Director of Infection Prevention and Control/Medical Director/Nursing Director/Director of Operations
- RDaSH – Medical Director/Nursing Director/Senior IPC Nurse
- RMBC – Senior Representative from Environmental Health
- RMBC – Senior Representative from Social Care/DAT
- RMBC – EPRR
- NHSE/I – Representative from Public Health & Primary Care Commissioning (screening and immunisations)/ EPRR/ representative from medical/nursing directorates
- Members will be responsible for attending each meeting, either in person or remotely and contributing to the agenda. Members can nominate deputies to attend on their behalf where attendance is not possible.
- Minutes of meetings will be shared with members after each meeting.
- Key individuals will be co-opted as and when required by the Committee.

Frequency of Meetings

- Quarterly with quorate membership the Chair (or their deputy) and a minimum of three other Committee members (or their representative with delegated authority to make decisions on their behalf) who will be from the medical, nursing, public health, and environmental health professions representing the scope of health protection.
- Quarterly meetings will comprise of standing items and a 'deep dive' into a pre-agreed/pre-selected area of interest or hot topic. The latter part of the meeting will comprise of members and other invited participants.
- Meetings may be held between the main quarterly meetings if a need is warranted.
- The group will be chaired by the Director of Public Health who leads for health protection in the Local Authority and in their absence a deputy.
- All meeting papers will be circulated at least seven days in advance of the meeting.
- The agenda (standing items listed below) and minutes will be formally recorded. Minutes listing all agreed actions will be circulated to members and those in attendance within 14 working days of the meeting.

Governance & Reporting Arrangements

- The Health Protection Committee is accountable to the Health & Well-Being Board.
- The Health Protection Committee will provide regular reports to the Health & Well-Being Board, providing assurance of the work being done to plan, prepare, prevent and respond to incidents and outbreaks. Review of risks and mitigation of those risks will also be reported.
- Areas for escalation will be forwarded to members of the Health and Wellbeing Board

and/or Local Health Resilience Partnership.

Equality and Diversity

The Health Protection Committee has responsibility to equality and diversity and will value, respect, and promote the rights, responsibilities, and dignity of individuals within all our professional activities and relationships.

Appendix 2

Definition of roles and arrangements in relation to delivery, surveillance and assurance

- **Prevention and control of infectious disease**

Normal working arrangements are described in the paragraphs below. During an incident, such as a pandemic, there would be expected to be an enhanced response to infectious disease, with additional responsibilities taken on by partners. For example, Local Authority Public Health teams took on additional responsibility in relation to COVID-19 tracing, isolation and containment, funded in part through the National Contain and Outbreak Management Fund.

UKHSA health protection teams lead the epidemiological investigation and the specialist health protection response to public health outbreaks or incidents. They have responsibility for declaring a health protection incident, major or otherwise, and are supported by local, regional and national expertise.

NHS England / Improvement is responsible for managing and overseeing the NHS response to any incident that threatens the public's health. They are also responsible for ensuring that their contracted providers deliver an appropriate clinical response.

The ICB ensure, through contractual arrangements with provider organisations, that healthcare resources are made available to respond to health protection incidents or outbreaks.

Local Authorities, through the Director of Public Health or their designate, have overall responsibility for strategic oversight of an incident or outbreak which has an impact on their population's health. They should ensure that an appropriate response is put in place by the NHS and UKHSA. In addition, they must be assured that the local health protection system response is robust and that risks have been identified, are mitigated against, and adequately controlled.

UKHSA provides a quarterly update to the Committee containing epidemiological information on cases and outbreaks of communicable diseases of public health importance at local authority level.

Surveillance information on influenza and influenza-like illness and infectious intestinal disease

activity, including norovirus, is published during the Winter months.

Screening and Immunisation

Population Screening and Immunisation programmes are commissioned by NHS England and Improvement under what is known as the Section 7A agreement.

NHS England is the lead commissioner for all immunisation and screening programmes except the six antenatal and new-born programmes that are part of the ICB Maternity Payment Pathway arrangements, although NHS England remains the accountable commissioner.

National screening and immunisation policy and standards is set nationally, through expert groups (e.g. the National Screening Committee and Joint Committee on Vaccination and Immunisation). At a local level, specialist public health staff in Screening and Immunisation Teams, employed by NHSE/I, work alongside NHS England Public Health Commissioning colleagues to provide accountability for the commissioning of the programmes and system leadership.

Local Authorities, through the Director of Public Health, are responsible for seeking assurance that screening and immunisation services are operating safely whilst maximising coverage and uptake within their local populations. Public Health Teams are responsible for protecting and improving the health of their local population under the leadership of the Director of Public Health, including supporting NHSE/I in efforts to improve programme coverage and uptake.

The Screening and Immunisation Team provides quarterly reports to the Health Protection Committee for each of the national screening and immunisation programmes.

Serious incidents that occur in the delivery of programmes are reported to the Director of Public Health for the Local Authority and to the Health Protection Committee.

Separate planning groups are in place for seasonal influenza.

Emergency planning and response

Local resilience forums (LRFs) are multi-agency partnerships made up of representatives from local public services, including the emergency services, local authorities, the NHS, the Environment Agency, and others. These agencies are known as Category 1 Responders, as defined by the Civil Contingencies Act. The geographical area the forums cover is based on police areas.

The LRFs aim to plan and prepare for localised incidents and catastrophic emergencies. They work to identify potential risks and produce emergency plans to either prevent or mitigate the impact of any incident on their local communities.

The Local Health Resilience Partnership (LHRP) is a strategic forum for organisations in the local health sector. The LHRP facilitates health sector preparedness and planning for emergencies at Local Resilience Forum (LRF) level. It supports the NHS, UKHSA and local authority (LA) representatives on the LRF in their role to represent health sector Emergency Planning, Resilience and Response (EPRR) matters.

All Councils continue to engage with the Local Resilience Forum and the Local Health Resilience Partnership in undertaking their local engagement, joint working, annual exercise programme, responding to incidents and undertaking learning as require.

BRIEFING	TO:	Health and Wellbeing Board
	DATE:	10 June 2026
	LEAD OFFICER	Joanne Martin, Programme Lead – Transformation and Delivery
	TITLE:	Healthy Neighbourhoods
Background		
	Healthy Neighbourhoods is Rotherham’s approach to delivering more integrated, proactive and preventative care around the needs of people and communities. It forms a key part of the wider Rotherham Place approach and builds on Rotherham’s participation as a first-wave site in the National Neighbourhood Health Implementation Programme (NNHIP). Since the previous update to the Health and Wellbeing Board, significant progress has been made in moving from ambition and programme development towards implementation. A multi-agency Healthy Neighbourhoods Steering Group has been established, providing a mechanism for partners to collectively develop the programme, with strategic oversight through Rotherham Place Board. Rotherham has also invested in a dedicated Place team to provide the capacity required to support transformation and delivery across the partnership. The team will work across organisational boundaries, supporting coordination, integration and delivery of Healthy Neighbourhoods alongside the wider Place priorities. Four neighbourhood footprints, North, East, South and West, have now been agreed by Place Board, providing a common geography around which partners can increasingly organise population intelligence, services and resources.	
Key Issues		
	The Healthy Neighbourhoods Steering Group is developing Rotherham’s approach around three areas – Prevention, Rising Risk and Complex Need – which are informing the emerging design of Integrated Neighbourhood Teams and how partners work collectively around people and communities. Frailty has been identified as the first significant delivery priority and is being developed as a blueprint through which neighbourhood working can be tested in practice. The emerging model aims to strengthen proactive neighbourhood working, improve coordination for people with increasing complexity and provide stronger links with specialist frailty, urgent care and end-of-life support. The Steering Group is also developing a Year 1 roadmap based around a Design, Test, Learn, Scale approach. This will enable Rotherham to test neighbourhood working in practice, understand its impact and use the evidence and learning to inform future development and wider implementation.	
Key Actions and Relevant Timelines		
	Over the next 12 months the programme will:	

	• Continue to develop the Integrated Neighbourhood Team model around Prevention, Rising Risk and Complex Need • Hold a system frailty workshop in September 2026 to further develop the frailty model and implementation approach • Develop the Neighbourhood Design Framework and supporting infrastructure, including data and insight, workforce, digital, estates and commissioning • Begin testing neighbourhood working through practical delivery across the four neighbourhoods; • Develop measures to understand impact on residents, communities and the wider system; and • Use learning from Year 1 to inform recommendations for future priorities and wider implementation. This reflects the programme's proposed shadow implementation approach of testing delivery, developing the necessary infrastructure and evaluating and refining the model through implementation.
Implications for Health Inequalities	
	Reducing health inequalities is central to the Healthy Neighbourhoods approach. Using neighbourhood-level population health intelligence alongside wider local and community insight will enable partners to better understand variation in need and outcomes, identify people and communities who may benefit from earlier support, and increasingly target collective resources according to need. The approach will support the wider Place ambition to intervene earlier, improve independence, provide more joined-up care closer to home and begin to narrow inequalities in outcomes between Rotherham's communities.
Recommendations	
	The Health and Wellbeing Board is asked to: • Be assured by the progress made in developing Healthy Neighbourhoods and the emerging Year 1 approach. • Support the continued development of Healthy Neighbourhoods as Rotherham's approach to more integrated and preventative care. • Champion neighbourhood working, prevention and earlier intervention across the wider Rotherham partnership. • Continue to hold the programme to account for demonstrating improvements in outcomes, inequalities and the experience of Rotherham residents.

Healthy Neighbourhoods Rotherham – From Ambition to Delivery

Our approach to delivering more preventative, integrated and joined-up care around Rotherham's communities.

2nd September 2006 | Joanne Martin | Programme Lead – Transformation and Delivery

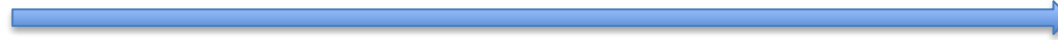
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Why Neighbourhood Health?

People don't experience services in isolation. They experience life.

FROM



TO

Service organised around organisations

- People navigating multiple services
- Fragmented support
- Responding when needs escalate

Services working together around people and communities

- Earlier, proactive support
- More joined-up care
- Better use of community strengths
- Care closer to home

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Healthy Neighbourhoods is how we bring this change to life in Rotherham

Our Rotherham Approach

Supporting people across the whole journey , from staying well to living with complex needs

1

Prevention Helping People Stay Well

- Healthy communities
- Prevention and early help
- Community strengths and assets
- Addressing inequalities

2

Rising Risk Identifying Need Earlier

- Population health insight
- Proactive Care
- Earlier Intervention
- Preventing deterioration

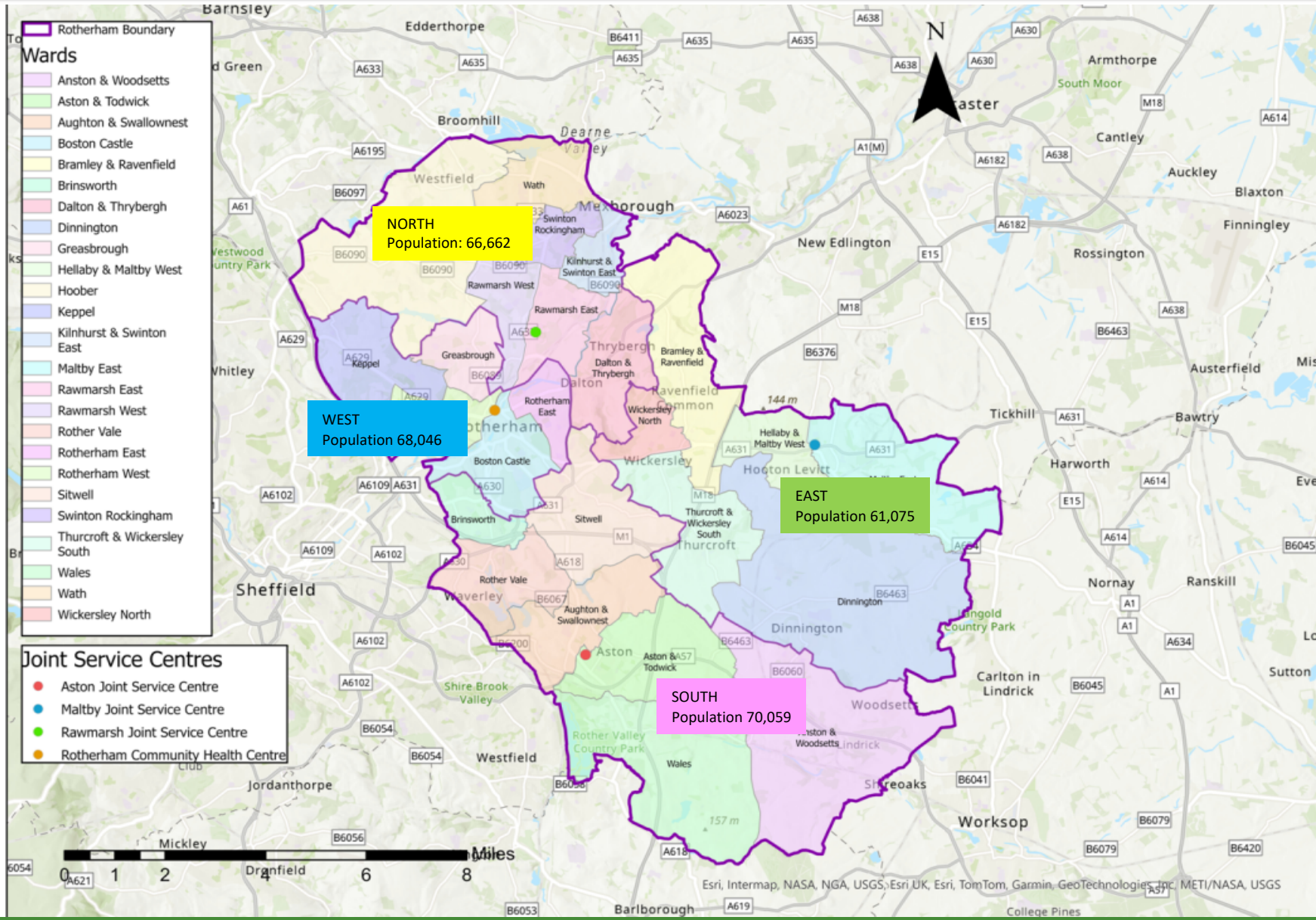
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Complex Need Jointed-up support when needs are greatest

- Coordinated care
- Specialist support
- Avoiding unnecessary crisis
- Supporting independence

Integrated Neighbourhood Teams
Bringing partners together around people and communities

Four neighbourhoods agreed for Rotherham

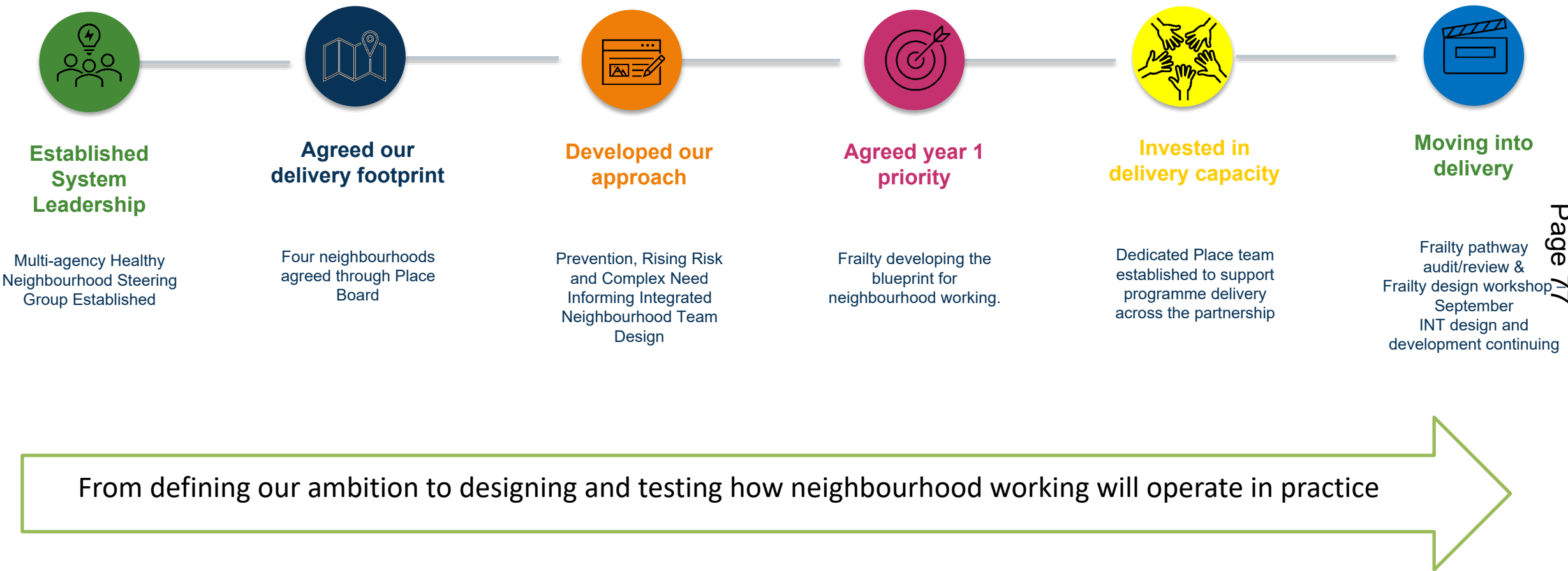


- A common footprint for partners to work around,
- Built around whole electoral wards and population need,
- Designed to support sustainable integrated neighbourhood teams
- Balances population need and inequalities across the four neighbourhoods
- Recognises existing service relationships whilst enabling wider partnership working

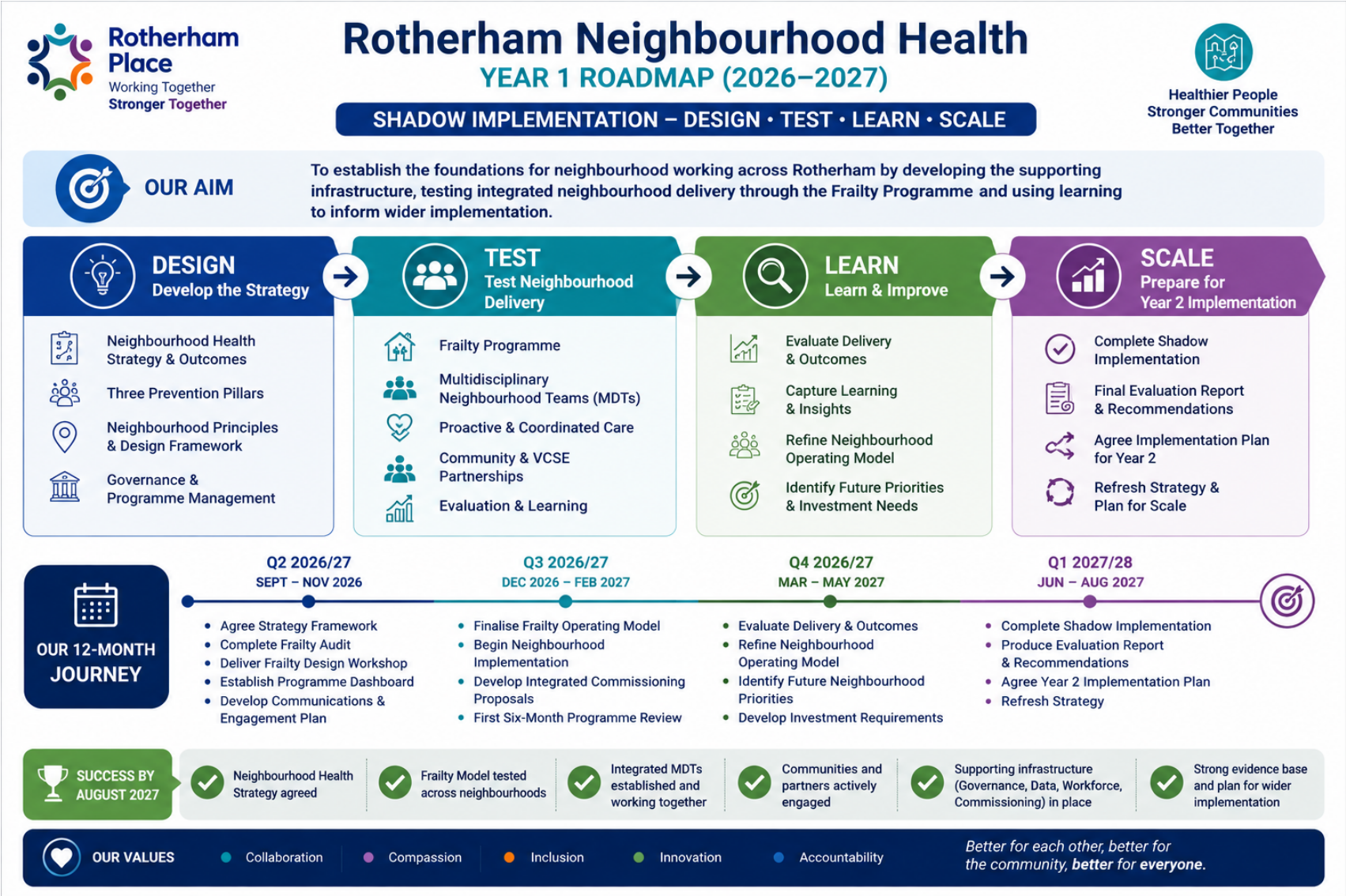
The geography enables neighbourhood working – it does not determine how every service must be delivered



Putting the foundations into place



Our Year 1 Roadmap – Design , Test, Learn and Scale



What will success look like?



And for our system: better use of our collective workforce and resources

What We Are Asking From the Health and Wellbeing Board?

Be assured

Note progress made and the developing Y1 approach

Support

Support the continued development of Healthy Neighbourhoods as Rotherham's approach to more integrated, preventative care.

Champion

Champion neighbourhood working, prevention and earlier intervention across the Rotherham partnership.

Hold us to account

Maintain a focus on whether this work is improving outcomes, reducing health inequalities and making a difference for residents

BRIEFING	TO:	Health and Wellbeing Board																											
	DATE:	2 nd September 2026																											
	LEAD OFFICER	Amelia Thorp Public Health Specialist																											
	TITLE:	Tobacco Control update																											
Background																													
1.1	Smoking Prevalence Despite a sustained decline in smoking prevalence over the past 50 years, smoking remains the leading cause of preventable illness, disability and premature death in both Rotherham and England. Tobacco use continues to place a significant burden on health services and contributes to substantial health inequalities, with higher smoking rates often concentrated among more disadvantaged communities. Although smoking prevalence continues to fall, rates in Rotherham remain above the national average. In 2024, an estimated 13.5% of adults in Rotherham were smokers, equating to approximately 28,800 residents, compared with 10.4% across England.¹ Based on current trends, Rotherham is not on track to achieve the national Smokefree 2030 ambition, highlighting the need for continued investment in effective tobacco control measures and targeted support for smoking cessation.																												
1.2	Impact on Health Table 1 shows how Rotherham performs compared with England across a range of indicators used to monitor the impact of smoking on population health. Overall, Rotherham experiences a greater burden of smoking-related harm than the national average, with higher rates of premature births, lung cancer registrations, smoking-attributable hospital admissions and emergency admissions for chronic obstructive pulmonary disease (COPD). These findings indicate that the long-term consequences of tobacco use continue to place a significant burden on Rotherham residents and local health services. While some indicators, including oral and oesophageal cancer registration rates, are broadly similar to the England average, the overall pattern highlights the ongoing impact of smoking on health outcomes and reinforces the importance of sustained action to prevent smoking uptake, support smoking cessation and reduce health inequalities in Rotherham. <i>Table 1: Key Smoking-Related Health Indicators: Rotherham Compared with England</i> <table> <tr> <th>Indicator</th><th>Rotherham</th><th>All England</th></tr> <tr> <td>Premature births (<37 weeks gestation) (2022-24)</td><td>88.0</td><td>79.6</td></tr> <tr> <td>Low birth weight of term babies (2024)</td><td>3.2%</td><td>3.0%</td></tr> <tr> <td>Lung cancer registrations per 100,000 (2017-19)</td><td>101.5</td><td>77.1</td></tr> <tr> <td>Oral cancer registrations per 100,000 (2017-19)</td><td>17.0</td><td>15.4</td></tr> <tr> <td>Oesophageal cancer registrations per 100,000</td><td>15.3</td><td>15.2</td></tr> <tr> <td>Smoking attributable hospital admissions per 100,000 (2022/23)</td><td>1,872</td><td>1,242</td></tr> <tr> <td>Emergency admissions for COPD per 100,000 (2023/24)</td><td>596</td><td>357</td></tr> <tr> <td>Smoking status at time of delivery (2024/25)</td><td>8.8%</td><td>6.1%</td></tr> </table> Not significantly different to England Significantly worse than England		Indicator	Rotherham	All England	Premature births (<37 weeks gestation) (2022-24)	88.0	79.6	Low birth weight of term babies (2024)	3.2%	3.0%	Lung cancer registrations per 100,000 (2017-19)	101.5	77.1	Oral cancer registrations per 100,000 (2017-19)	17.0	15.4	Oesophageal cancer registrations per 100,000	15.3	15.2	Smoking attributable hospital admissions per 100,000 (2022/23)	1,872	1,242	Emergency admissions for COPD per 100,000 (2023/24)	596	357	Smoking status at time of delivery (2024/25)	8.8%	6.1%
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¹ [Smoking Profile | Department of Health and Social Care](#)

1.3	Smoking and health inequalities Smoking is the single largest driver of health inequalities in England. The more disadvantaged someone is, the more likely they are to smoke and to suffer from smoking-related disease and premature death. Rates of smoking are considerably higher amongst some groups, including: • People who work in routine and manual occupations • People from lower socioeconomic groups • People with long term mental health conditions • People with drug and alcohol dependence • People from some ethnic groups – including mixed ethnic groups and White British populations • LGBTQIA+ people Evidence shows that comprehensive tobacco control measures, alongside targeted cessation support for priority populations, can significantly reduce smoking prevalence and narrow the gap in health outcomes between the most and least disadvantaged communities. Reducing smoking rates among those groups with the highest prevalence will be critical to improving healthy life expectancy and achieving greater health equity across the population.
1.4	This briefing aims to provide assurance to the Board by outlining the progress made against the Tobacco Control Work Plan over the past year.
Key Issues	
2.1	Five priority areas The overarching ambition of the Tobacco Control Work Plan is to support Rotherham in achieving the national Smokefree 2030 target, defined as an adult smoking prevalence of less than 5%. To drive progress towards this goal, the plan is structured around five priority areas: • Strategy and Coordination • Quit for Good • Reduce variation • Enforcement • Stop the Start During the past year, significant progress has been made across all five priority areas, which will be detailed in sections 2.2 to 2.9.
2.2	Strategy and Coordination Actions within the ‘Strategy and Coordination’ priority area have remained on track, with quarterly Tobacco Control Steering Group meetings continuing to bring partners together to oversee delivery of the Work Plan. Local data is also regularly updated, analysed and reported through appropriate channels to inform priority setting and the planning of tobacco control activity.
2.3	Quit for Good This year we recorded the highest number of quit dates set in Rotherham since 2016/17, with 1,754 people making a quit attempt, resulting in the highest number of successful quits, with 1,212 people successfully stopping smoking. This equates to the 6th highest

	successful quit rate out of 153 authorities in England. ² These figures include people who were supported to quit by Rotherham Healthwave, the Smoking in Pregnancy Service and QUIT teams at TRFT and RDASH.
2.4	Quit for Good - Community Stop Smoking Service Through the community stop smoking service we continue to ensure that a wide range of services are available to Rotherham people and that they are accessible to the communities who need them most. In 2025/26 progress towards achieving this has been demonstrated through: <u>Reintroduction of pharmacotherapy options</u> Last year the service expanded their offer by making pharmacotherapy options available, following these medications being reintroduced to the market. Rotherham was an early adopter in making varenicline available in June 2025, with cytisine and bupropion being made available in March 2026. In 2025/26, 285 people accessing the community stop smoking service successfully quit using medication to support their quit attempt, accounting for 24% of all successful quits supported by the service. <u>Swap to Stop</u> Swap to Stop was a national programme that ran from December 2023 to March 2026. The scheme supported adult smokers to quit by providing a vape as a quitting aid alongside behavioural stop smoking support. During 2025/26, 262 people successfully quit using vapes provided by Swap to Stop, accounting for 22% of all successful quits in Rotherham. Following the success of the scheme, vapes will continue to be provided as part of our community offer in 2026/27.
2.5	Quit for Good - Smoking in Pregnancy Service This year, our Smoking in Pregnancy service has achieved its highest successful quit rate in more than a decade, with 91% of those setting a quit date successfully stopping smoking.² During 2025/26 the Smoking in Pregnancy service in Rotherham continued to deliver the National smoke-free pregnancy incentive scheme. The scheme was launched in September 2024 and enables those who engage with maternity stop smoking services to receive up to £400 in Love2shop vouchers throughout their pregnancy and after birth. The scheme was expanded in January 2026 to allow a friend or family member to quit alongside the expectant mother, with an additional £100 available for those who remain smokefree. It's important to recognise that the number of people smoking during pregnancy has fallen over time. However, the people who continue to smoke during pregnancy are increasingly likely to face complex challenges. As a result, supporting people to quit during pregnancy often requires more intensive, tailored, and sustained support than in previous years. Against this backdrop, the increase in successful quit rates is particularly significant and demonstrates the effectiveness of the service in engaging and supporting people with more complex needs to achieve a smoke-free pregnancy.
2.6	Reducing variation Since smoking prevalence and subsequently smoking-related ill health is more prevalent in some communities (outlined in 1.3), the Tobacco Control Work Plan outlines key actions to target services to populations who experience the highest smoking-related harm. In 2025/26 progress towards achieving this has been demonstrated through:

² [Statistics on Local Stop Smoking Services in England, April 2025 to March 2026](#)

Local Enhanced Service

A key activity that supports the aim to reduce variation in smoking is the continued delivery of the Local Enhanced Service (LES) which expands the capacity of community stop smoking provision into the communities with highest prevalence and risk. Through this service, primary care staff are trained to identify smokers and deliver brief stop smoking interventions, including provision of nicotine replacement therapy (NRT) and vapes. This ensures support is embedded within services that people are already accessing. Throughout 2025/26, this approach supported 388 people to successfully quit smoking. This equates to 32% of the total successful quits, demonstrating that the LES allows stop smoking support to be accessible to a significant number of smokers that may not have engaged with a dedicated stop smoking service.

Strengthening referral pathways

This year there has also been efforts to improve the pathways into the community stop smoking service through strengthening referrals from other services who work with communities most at-risk from smoking related harm. This has included Very Brief Advice training being delivered to the RMBC Tenancy Support team. There are plans in place to expand this to wider services in 2026/27, with training dates scheduled with ROADS and Yorkshire MESMAC and planned expansion of the offer to:

- Wider housing related support services, including Action, Target, South Yorkshire Housing Association, YWCA, Roundabout and P3
- Rotherham Sexual Health Service
- Health Visitors (0-19 team)

Cardiovascular disease (CVD) Workplace Health Checks

CVD workplace health checks have been operational since early 2025 and are delivered by Connect Healthcare CIC who also deliver the community stop smoking service. The health checks include measuring blood pressure, cholesterol and BMI alongside a lifestyle assessment. The workplace health checks are open to all, however, are targeted to reach routine and manual workers. This provides an opportunity to have brief conversations with potential smokers who engage with the health check process and refer them into the community stop smoking service. Since the start of delivery 1873 CVD workplace health checks have been conducted.

2.7**Enforcement**

Tackling illicit tobacco and underage sales is a key component of effective tobacco control because it helps reduce the availability of cheap, unregulated tobacco products that can undermine efforts to decrease smoking prevalence. Therefore, enforcement is one of the priorities in the Tobacco Control Work Plan.

Tackling illicit tobacco, vapes and associated products, alongside preventing underage sales, falls within the remit of Trading Standards and represents just one element of their wider range of responsibilities. Over the last year, Public Health and Trading Standards have worked collaboratively to deliver actions within this priority area. However, progress against several key actions has been challenging due to limited capacity within the Trading Standards team. In recognition of these challenges, the Trading Standards Manager has developed a proposal outlining the level of investment required to fully resource the service within RMBC. Without additional investment, Trading Standards' ability to effectively progress this work will remain limited, placing the continued delivery of this priority area at risk.

Despite these challenges, in 2025/26 two key developments will support enforcement activity moving forward. A permanent Trading Standards Manager is now in post, providing leadership and strategic direction for this area of work. In addition, a clear

reporting pathway has been established to enable schools to report concerns regarding illicit products and underage sales directly to Trading Standards. This will improve intelligence gathering, strengthened partnership working between schools and Trading Standards, and has created a consistent approach for reporting across Rotherham.

Securing sufficient capacity is particularly important given the wide-ranging harms associated with illicit tobacco and vape products. While these products pose direct health risks to those who use them, their impact extends far beyond individual harm and can have significant consequences for communities. The illicit trade is often linked to organised criminal activity, generating revenue for criminal networks while undermining legitimate businesses. Furthermore, the supply of illicit tobacco and vaping products to children and young people may be associated with wider safeguarding concerns, including grooming and exploitation, with such products sometimes used to establish relationships, create dependency, or facilitate further harmful activity. Tackling the illicit market is therefore essential not only for protecting public health, but also for supporting community safety, safeguarding vulnerable individuals, and disrupting criminal activity.

2.8

Stop the start – Mass Communication

Rotherham has continued its membership of both Breathe, the Yorkshire and Humber Tobacco Control Collaborative, and the South Yorkshire Tobacco Control Alliance during 2025/26. These partnerships bring together local authorities across Yorkshire and Humber and South Yorkshire to coordinate tobacco control activity and maximise the impact of available resources. Through collaborative working, partners can invest in larger-scale initiatives, including specialist workforce training and region-wide public communications campaigns, which would be more difficult to deliver at an individual local authority level.

During the year, Rotherham supported the delivery of two regional smoking cessation campaigns. These campaigns utilised a comprehensive range of communication channels, including television, radio, social media, and out-of-home advertising such as bus stop and bus-side advertising, helping to reach a wide audience with consistent messages encouraging smokers to quit.

The Yorkshire and Humber “Turn the Corner” campaign generated significant exposure across local, regional and national media. This was supported by the involvement of a Rotherham resident, who shared his personal experience of quitting smoking with Rotherham Healthwave. His story was subsequently featured by BBC News, helping to extend the campaign's reach and provide a relatable local perspective on the benefits of quitting smoking.³

Independent evaluation of the campaign demonstrated a positive impact on smoking-related behaviours and attitudes. Of those who recalled seeing the campaign, 78% (165,489 people) reported taking positive action, including reducing the amount they smoked, seriously considering quitting, or feeling motivated to stay quit.

Building on the success of the campaign, the Rotherham resident who had previously shared his quitting journey also featured in the South Yorkshire “It Worked for Me” campaign. By sharing his experiences across both campaigns, he helped reinforce key messages around smoking cessation and highlighted the support available locally to residents who wish to quit.

³ [Smoker says watching mum's death from lung disease made him quit - BBC News](#)

2.9	Stop the start – Children and Young People A key priority area within the Tobacco Control Work Plan is to reduce the number of people taking up smoking, particularly children and young people. However, in recent years there has been growing concern about children vaping rather than smoking. Growing concerns about youth vaping are reflected in the most recent Rotherham School Survey findings. Among pupils who responded, 95% report never smoking compared with 78% who report never vaping.⁴ Therefore, many of the actions within this priority area have been migrated into the newly formed Reducing Vaping Harms Action Plan to address this.
2.10	Reducing Vaping Harms Whilst the most recent Rotherham School Survey found that most students (78%) have never tried vaping, the increasing number of Year 10 students reporting regular vaping and the potential safeguarding risks associated with underage sales and illicit vapes highlight the need for a coordinated response to reduce access to vape products and prevent harm among children and young people. As vapes are an effective quit aid for adult smokers it was considered most appropriate to develop a dedicated Action Plan addressing the harms vapes pose to children that is separate from the Tobacco Control Work Plan. This decision was supported by the Health and Wellbeing Board in September 2025. Since this was agreed significant progress has been made, including: • Establishment of the Reducing Vaping Harms Group • Development of the Reducing Vaping Harms Action Plan • Publication of the Vape (and Associated Products) Guidance for Schools⁵ which outlines an agreed reporting pathway for vape-related incidents that enables consistency across the borough • Roll out of training offer for schools that supports them to embed a “Vape-free approach” • Progressed towards embedding a dedicated Children and Young People’s Stop Smoking and Vaping Advisor into the community stop smoking service • Updated the Rotherham Position Paper on Vapes Next steps: • Continued delivery of training offer for schools • Adapting the Vape (and Associated Products) Guidance for Schools for professionals working with children on out-of-school settings • Development of Vaping Harm Reduction Champions Network
Key Actions and Timelines	
3.1	The Tobacco Control Work Plan is a 3-year plan, with all proposed actions to be completed by March 2029.
3.2	The Reducing Vaping Harms Action Plan is a 1-year plan, with all proposed actions to be completed by March 2027.
Implications for Health Inequalities	

⁴ [Rotherham School Survey 2025](#)

⁵ [Vape \(and Associated Products\) Guidance for Schools](#)

4.1	The report highlights that smoking continues to be a major contributor to health inequalities in Rotherham, with people living in more disadvantaged communities experiencing higher smoking prevalence and greater smoking-related harm. Reducing variation in smoking prevalence therefore remains a key priority within the Tobacco Control Work Plan, with targeted action to ensure stop smoking support is accessible to the populations most affected, as outlined in Section 2.7.
Recommendations	
5.1	The Board to note the progress made to date by partners to deliver actions within the Tobacco Control Work Plan.
5.2	The Board to note the progress made to date by partners to deliver actions with the Reducing Vaping Harms Action Plan.
5.3	The Board review and approve the updated Rotherham Position Paper on Vapes, developed in partnership with key stakeholders across the Borough.

Appended:

- Appendix 1 – Tobacco Control Work Plan 2025-2029
- Appendix 2 – Reducing Vaping Harms Action Plan 2026-2027
- Appendix 3 – Rotherham Position Paper on Vapes

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Tobacco Control Progress Update

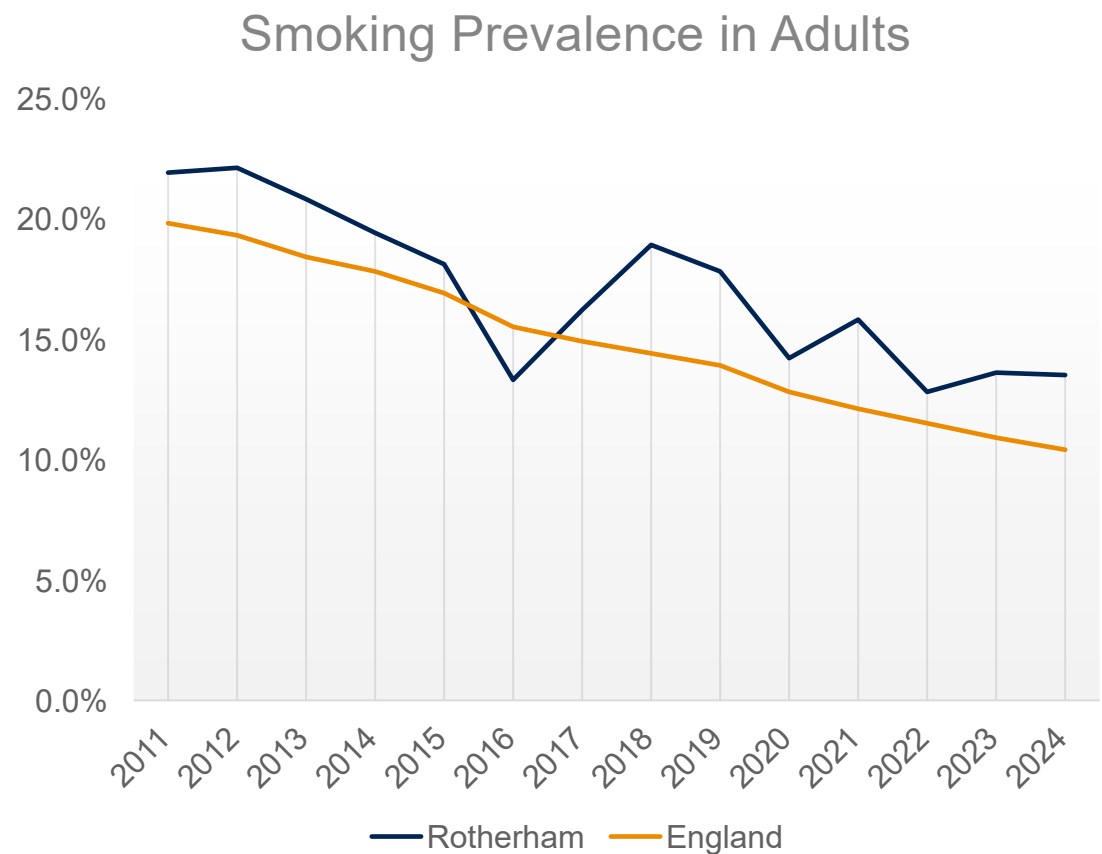
September 2026

Amelia Thorp, Public Health Specialist

Why prioritise tobacco control?

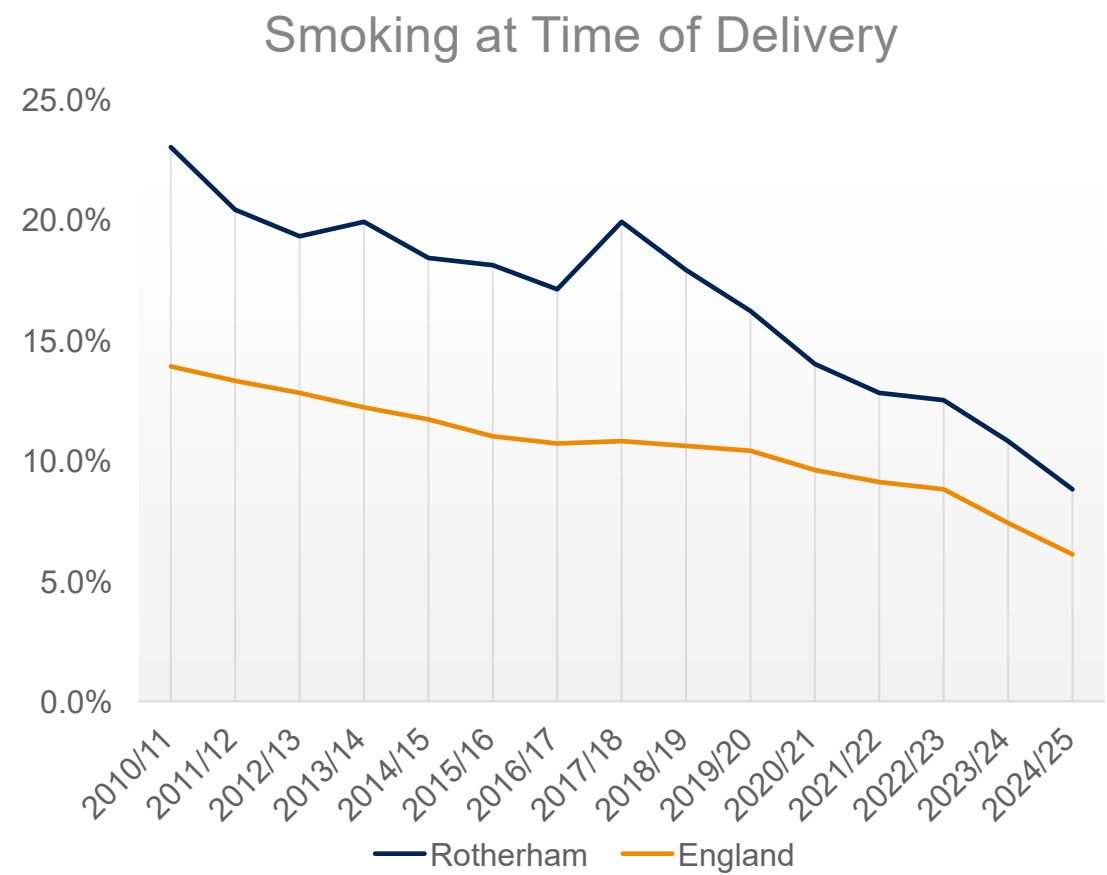
- Smoking is the leading cause of preventable death and ill health in Rotherham and England
- Smoking rates in Rotherham continue to be higher than national rates (13.5% compared to 10.4%)
- Biggest contributor to health inequalities
- Rotherham has worse outcomes than England on some indicators used to monitor the impact of smoking on population health

Smoking prevalence



Year	Rotherham	England
2014	19.4%	17.8%
2024	13.5%	10.4%

Smoking at Time of Delivery



Year	Rotherham	England
2014/15	18.4%	11.7%
2024/25	8.8%	6.1%

Work Plan (2025 – 2029)

Ambition:

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

A. Strategy and Coordination. Deliver a coordinated tobacco control policy, strategy, governance and monitoring system	B. Quit for good. Encourage and support smokers to quit for good	C. Reduce variation in smoking rates by tackling inequalities	D. Enforcement. Tackle suppliers of cheap, counterfeit, and illicit tobacco and nicotine-containing-products through delivery of effective enforcement	E. Stop the start. Reduce the number of people taking up smoking, particularly young people
1. Create a shared vision, plan, governance structure, and set of policies for effective tobacco control across Rotherham. 2. Improve the availability and use of local data on tobacco use, exposure, and related health outcomes.	3. Provide high quality community-based smoking cessation support 4. Deliver a smokefree NHS. 5. Eliminate tobacco dependence in pregnant women. 6. Work with local employers to help staff to quit.	7. Deliver targeted and tailored smoking cessation services and communications to reach groups with highest prevalence of smoking.	8. Create a hostile environment for tobacco fraud and underage sales through intelligence sharing. 9. Tackle illegal activity including sales of counterfeit and illegal nicotine containing products. 10. Change perceptions about illegal tobacco sales and the harms of buying and using illegal vape products.	11. Support schools to minimise uptake of smoking and e-cigarette use amongst Rotherham children and young people. 12. Reduce exposure to second-hand smoke and de-normalise smoking by expanding and enforcing smokefree place policies. 13. Use targeted and mass communication to change attitudes and social norms around smoking and increase quit attempts.

Strategy and Coordination



Quit for Good

From April 2025 – March 2026:



1,754 people set a quit date



1,212 people successfully quit



6th highest successful quit rate
out of 153 authorities in England
(69%)



Highest number of people
setting a quit date resulting in
the highest number of
successful quits since 2016/17.

Community Stop Smoking Service

- Personalised quit plans
- In-person and virtual options
- Medications to support quitting
- Nicotine replacement therapy
- Support groups in community venues across the borough
- Vape starter kits

Reintroduction of pharmacotherapy resulted in 285 successful quits, accounting for 24% of total successful quits.

Provision of vapes through Swap to Stop Scheme resulted in 262 successful quits, accounting for 22% of total successful quits.

Smoking in Pregnancy Service

- Highest successful quit rate recorded, 91% of people setting a quit date successfully stopping smoking.
- Smoking prevalence in pregnancy has reduced over time
- Supporting people to quit increasingly requires intensive, personalised and sustained interventions due to increased likelihood of complex needs
- Improved quit outcomes highlight effective support for pregnant smokers with complex needs

Smoking in Pregnancy Incentives Scheme expanded to include significant others in January 2026

Reducing variation

Local enhanced service

- Expands support into primary care
- Supported 388 people (2025/26)

Strengthened referral pathways

- VBA training delivered to Tenancy Support Team
- Plans to expand this over the coming year

CVD Workplace Health Checks

- Opportunity to reach manual workers
- 1,875 health checks completed since 2025

Enforcement

- Key achievements in 2025/26:
 - Permanent Trading Standards Manager now in post
 - New reporting pathway established for schools to report vaping and underage sales concerns.
- Progress has been challenging due to limited Trading Standards capacity, creating risks to delivery of this priority
- Proposal developed to outline investment required to fully resource Trading Standards within RMBC
- Tackling illicit products supports:
 - Reduced smoking and vaping uptake among children and young people
 - Protection from unsafe and unregulated products
 - Community safety and safeguarding
 - Disruption of organised criminal activity

Sustained investment in Trading Standards capacity is critical to effectively tackle illicit tobacco and vapes, underage sales, and associated safeguarding risks.

Stop the Start: Campaigns

- Continued membership of Breathe (Yorkshire and Humber Collaborative) and the South Yorkshire Tobacco Control Alliance
- Supported the delivery of two regional stop smoking campaigns
- Y&H campaign generated significant media coverage across local, regional and national broadcast, print and online outlets.
- Coverage significantly improved locally because of a local resident who shared his story



Stop the Start: Children and Young People

- In recent years, concerns have shifted from youth smoking to increasing levels of youth vaping
- The latest Rotherham School Survey reflects this:
 - **95%** of students report never smoking
 - **78%** of students report never vaping
- As a result, many actions previously included in this priority area have been transferred to the new **Reducing Vaping Harms Action Plan** to better address emerging challenges.

Reducing Vaping Harms

- Establishment of the Reducing Vaping Harms Group
- Development of the Reducing Vaping Harms Action Plan
- Publication of the Vape (and Associated Products) Guidance for Schools
- Roll out of training offer for schools that supports them to embed a “Vape-free approach”
- Progressed towards embedding a dedicated Children and Young People’s Stop Smoking and Vaping Advisor into the community stop smoking service
- Updated the Rotherham Position Paper on Vapes

Recommendations

- The Board to note the progress made to date by partners to deliver actions within the Tobacco Control Work Plan.
- The Board to note the progress made to date by partners to deliver actions with the Reducing Vaping Harms Action Plan.
- The Board review and approve the updated Rotherham Position Paper on Vapes, developed in partnership with key stakeholders across the Borough.

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TOBACCO CONTROL STEERING GROUP – WORK PLAN 2025/26 – 2028/2029

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

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

A. Strategy and Coordination. Deliver a coordinated tobacco control policy, strategy, governance and monitoring system	B. Quit for good. Encourage and support smokers to quit for good	C. Reduce variation in smoking rates by tackling inequalities	D. Enforcement. Tackle suppliers of cheap, counterfeit, and illicit tobacco and nicotine-containing-products through delivery of effective enforcement	E. Stop the start. Reduce the number of people taking up smoking, particularly young people
1. Create a shared vision, plan, governance structure, and set of policies for effective tobacco control across Rotherham. 2. Improve the availability and use of local data on tobacco use, exposure, and related health outcomes.	3. Provide high quality community-based smoking cessation support 4. Deliver a smokefree NHS. 5. Eliminate tobacco dependence in pregnant women. 6. Work with local employers to help staff to quit.	7. Deliver targeted and tailored smoking cessation services and communications to reach groups with highest prevalence of smoking.	8. Create a hostile environment for tobacco fraud and underage sales through intelligence sharing. 9. Tackle illegal activity including sales of counterfeit and illegal nicotine containing products. 10. Change perceptions about illegal tobacco sales and the harms of buying and using illegal vape products.	11. Support schools to minimise uptake of smoking and e-cigarette use amongst Rotherham children and young people. 12. Reduce exposure to second-hand smoke and de-normalise smoking by expanding and enforcing smokefree place policies. 13. Use targeted and mass communication to change attitudes and social norms around smoking and increase quit attempts.

Ref	Action				Timescale								Output		Notes					
					2025/6				2026/7								2028/9			
					Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4					Q1	Q2	Q3	Q4
A			Strategy and Coordination. Deliver coordinated tobacco control policy, strategy, governance and monitoring systems across Rotherham																	
1			Create a shared vision, plan, governance structure, and set of policies for effective tobacco control across Rotherham																	
1.1	Maintain Tobacco Control Steering Group (TCSG) with representation from partners across Rotherham						X				X				X	Tobacco Control Group Workplan and Terms of Reference developed and approved by HWBB	Quarterly meetings chaired by Consultant in Public Health.			
1.2	Review validity of and progress of vaping position paper, including use as quit aid and addressing normalisation				X				X				X			Policy position paper approved by TC Group annually	Last approved – Feb 2024. Current version being taken to HWB Sept 2025. Waiting for national updates (Tobacco and Vapes Bill) before making further amendments. Dec 2025 – Paper agreed at HWB in Sept 2025. July 2026 – Action closed. Continued review of vaping position paper to be overseen by Reducing Vaping Harms Subgroup.			
1.3	Maintain partner awareness and buy-in to workplan and progress through updates to boards such as: - Prevention and enablers group - HWBB			X				X				X				Update papers presented.	June 2025 - Tobacco Control Update scheduled for September HWBB meeting. July 2026 - Tobacco Control Update scheduled for September HWBB meeting.			

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Ref	Action	Timescale												Output	Notes
		2025/6				2026/7				2028/9					
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
1.4	Review progress against workplan and strategy (annually) and update				X				X				X	Workplan updated and assurance of output monitoring.	Ongoing action. Work Plan updated quarterly and progress reviewed at TC Steering Group. Progress shared annually at HWBB meeting.
1.5	Use TC Steering Group to facilitate regular information sharing and problem-solving sessions and improve coordination between partners	X	X	X	X	X	X	X	X	X	X	X	X	Agenda items on quarterly Tobacco Control Steering Group meetings.	Ongoing action. Quarterly meetings scheduled for 2026.
1.6	Develop a more comprehensive pathway of smoking cessation for Rotherham.	X	X	X	X									Overview of smoking cessation pathway developed for Rotherham place.	June 2025 - Tobacco Control put forward for consideration by HWBB in priority setting, will support with linking partners/provision if taken forward. Sept 2025 – Work to set up pathway into Healthwave from Housing Dec 2025 – Continue to expand pathways, in progress with ROADS and Sexual Health. Started training with Social Housing Team – ½ team trained. Other ½ to be trained Jan 26. Feb 2026 – Whole Tenancy Support team now trained July 2026 – work continues to review and improve pathways between services and smoking cessation support. Currently linked in with Primary Care, Mental Health services,

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Ref	Action			Timescale												Output	Notes
				2025/6				2026/7				2028/9					
				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
																	ROADS, Sexual Health, Health Visiting, Maternity, RMBC Housing. Progressing conversations with wider social housing providers..
1.7	Contribute a local perspective into national consultations and advocacy						X				X				X	Appropriate consultation responses submitted or similar. <	

Ref	Action		Timescale												Output	Notes
			2025/6				2026/7				2028/9					
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
2.3	Review the findings of the Rotherham Schools' Survey smoking and vaping section		X				X				X				Findings of Schools Survey to be shared with the TC Group annually.	Sept 2025 - Schools' survey data currently being analysed. Update to be brought to Jan 26 meeting. Jan 2026 – Findings from 2025 presented. August 2026 – Findings from 2026 survey to be analysed and findings presented to TC Group in Jan 2027
2.4	Review JSNA tobacco control data and intelligence ensuring integration of smoking dashboard indicators					X				X				X	JSNA data report collation supported by, and dashboard data reviewed by TC Steering Group.	Feb 2026 – Complete for 2025/26
B.			Quit for good. Encourage and support smokers to quit for good													
3			Provide high quality, community-based smoking cessation support													
3.1	Ongoing delivery of an effective local smoking cessation service		X	X	X	X	X	X	X	X	X	X	X	X	Service monitoring overseen by Public Health commissioners.	Ongoing action. Dec 25 – Increase in referrals. Introduction of varenicline continues to have positive impact. Quit rate decreased overall but this reflects LES who are successfully supporting people who wouldn't historically access support. Quit rate still above national average at ≈ 65% May 2026 - Service continues to deliver high-quality service. Cytisine

Ref	Action			Timescale												Output	Notes
				2025/6				2026/7				2028/9					
				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
																	and Zyban now treatment options alongside Varenicline. August 2026 – Ongoing action. End of Year quit rate 25/26 = 69%
3.2					X				X				X	Assurance of provision of front-line worker signposting information.	August 2026 – VBA training provided by Healthwave in line with current best practice		
3.3					X				X				X	Reviewed opportunities for front-line services for referral and support to smokers for quitting.	Explore opportunities to join up with SiP incentives scheme (postnatal checks), 3-4 month check, and provision of vapes to support quit attempts Feb 2026 – All RMBC social housing staff have been trained on VBA and referral into the CSSS August 2026 – Plans in place to expand offer to wider housing related support providers. ROADS, Sexual Health and 0-19 service		
3.4					X				X				X	Increased training opportunities for front-line services to support smokers quit referrals or health coached conversations.	Feb 2026 – All service managers and community stop smoking advisors have attended the advanced NCSCT training delivered as part of the Y&H collaborative		
4			Implement a truly smokefree NHS														

Ref	Action	Timescale												Output	Notes
		2025/6				2026/7				2028/9					
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
4.1	Provide Tobacco Treatment Services to all TRFT secondary care patients	X	X	X	X	X	X	X	X	X	X	X	X	Expansion to Outpatient and community services	This work is ongoing. We continue to share details of the service in all our MECC training sessions and all our smoking training for new starters. We have had conversations with the paediatric team and are starting to get some referrals for parents of CYP who are admitted. Dec 2025 – Varenicline to become available soon. Seeking funding for additional advisors in UECC. Feb 26 - This work is ongoing. We receive referrals from outpatient teams. We have had funding approved via YCR for 2 Band 4 staff working in A&E based on the COSTED model. August 2026 – Full complement of TDAs, scope to expand offer into outpatients services.
4.2	Review TRFT Policy to promote a Smokefree NHS Site	X	X	X	X									Formal policy publication	Dec 2025 - We have been awaiting the final decision with the Smoking and Vapes Bill and also the regional work on the signage – however the Trust have asked for this policy to be reviewed, as it up for renewal. Will be updating this in Dec 25.

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Ref	Action			Timescale												Output	Notes
				2025/6				2026/7				2028/9					
				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
																Feb 2026 - HHPM is evaluating the current TRFT smoke free policy, in readiness for Bill getting approved.	
4.3						X	X	X	X	X	X	X	X	Increased service activity and onward community referrals		Feb 2026 - Work underway. We now receive ad hoc referrals from CYP parents in Outpatients by consultants directly. We are awaiting the IT department to add the screener to Meditech so all inpatient parents and CYP over 14 can be screened for smoking support whilst inpatients.	
4.4						X	X	X	X	X	X	X	X	Smoking cessation referrals from TLHC and Lung Cancer Screening appointments		Dec 2025 - Lung Cancer Screening (previously the Lung Health Check) now in place. Higher number of referrals due to opt-out script. Around 40% of referrals are accepting support and setting a quit date.	
4.5						X	X	X	X	X	X	X	X	Smoking cessations referral from NHS health check		Ongoing action. Service continues to deliver high-quality service. Dec 2025 – number of health checks remain high and referrals are being made to either CSSS or LES as appropriate.	
5				Eliminate tobacco dependence in pregnant women													

Ref	Action	Timescale												Output	Notes
		2025/6				2026/7				2028/9					
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
5.1	Ongoing delivery of Rotherham-wide service supporting pregnant women and their families to quit smoking during pregnancy	X	X	X	X	X	X	X	X	X	X	X	X	Service monitoring via ICB commissioners	Ongoing action. Dec 2025 – SATOD rates: Sept 25 4.7%. Oct 25 6.0%. Overall YTD 5.9% May 2026 – End of year SATOD rate for 2025/26 – 5.4% August 2026 – End of Year quit rate 25/26 = 91%
5.2	Delivery of national incentive-to-quit scheme in Rotherham	X	X	X	X	X	X	X	X	X	X	X	X	Continued delivery of national incentive-to-quit scheme in Rotherham	National incentives funded until March 2026, hopeful that funding will be extended. Full incentives will be offered to all identified pre-March 2026 until final postnatal check point Dec 2025 – Funding will now be available beyond March 2026. More details TBC. May 2026 – Incentives now funded until 2029, Midwifery fully up and running – also offering support as outlined by NSPIS to significant others.
5.3	Review feasibility of delivering an evidence-based incentive-to-quit scheme in Rotherham – targeting low-income families					X	X	X	X						May 2026 – Incentives now funded until 2029, Midwifery fully up and running – also offering support as outlined by NSPIS to significant others.

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Ref	Action		Timescale												Output	Notes
			2025/6				2026/7				2028/9					
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
5.4	Review and strengthen messaging around smoking in pregnancy delivered at pre-conception stage (family planning, nurse family partnerships and other services)					X				X				X	Effective messaging in communities and from front-line services on support to quit and smokefree norms.	August 2026 – Ongoing action. Advise given for women who seek support when planning pregnancy and having LARC removed. Stop smoking information embedded into 0-19 service.
5.5	Strengthen post-partum support for those who have quit during pregnancy		X	X	X	X	X	X	X	X	X	X	X	X	Reduced risk of smoking relapse post-partum.	Smoking in Pregnancy Incentives Scheme includes incentives at 2 touch points post-partum. SiP will conduct the post-partum follow up. This has been extended to those not accessing the incentives to ensure equity. August 2026 – Post-partum support embedded in incentives scheme – nationally funded to 2029. Post-partum support offered to all to ensure equity.
5.6	Coordinate maternity focused tobacco control work with Local Maternity Neonatal System		X	X	X	X	X	X	X	X	X	X	X	X	Integrated quit smoking support into maternity system.	June 2025 - TC member regularly attends LMNS meetings to support coordination of SiP provision. August 2026 – LMNS work relating to SATOD now ceased due to ICB restructure. Assurance required from ICB regarding how this work is being progressed
6			Work with local employers to help staff to quit													

Ref	Action	Timescale												Output	Notes
		2025/6				2026/7				2028/9					
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
6.1	Continue to promote smokefree policies and smoking cessation support through the BeWell@Work award scheme	X	X	X	X	X	X	X	X	X	X	X	X	Smokefree integral part of bewell@work employer scheme.	Ongoing action. Promotion of smokefree policies embedded in bewell@work offer.
6.2	Provide Tobacco Treatment Services to all TRFT and RDASH staff	X	X	X	X	X	X	X	X	X	X	X	X	Increased staff service utilisation and quit rates	Dec 2025: TRFT – We continue to support any staff member wanting to QUIT. We offer a choice of Swap to Stop scheme/NRT and the Smoke Free App. In Nov to Feb we have shared details of our service on staff payslips. We have shared details of our service in the Trust publication and also have posters displayed in all the staff kitchen areas. Dec 2025: RDASH - We continue to provide staff service and Stoptober comms have seen a slight increase in referrals. We have also taken on a number of staff for vaping cessation. Comms planned for Jan 26. Feb 2026: TRFT – We continue to support any staff member wanting to QUIT. The TRFT staff app has been updated with the current staff offer of smoking cessation support.
6.3	Offer smoking cessation support to staff as part of anchor institution commitments through healthy workplace programmes.	X	X	X	X	X	X	X	X	X	X	X	X	Increased awareness of employees via support available via by large employers.	The CVD Health Check pilot has now come to an end – A continuation of this programme is being funded by ICB for Health and Social Care staff

Ref	Action			Timescale												Output	Notes
				2025/6				2026/7				2028/9					
				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
																	on a temp basis, awaiting evaluation report of impact from DHSC. August 2026 – CVD health checks in place, locally delivered by Connect Healthcare
C			Reduce variation in smoking rates by tackling inequalities														
7			Deliver targeted and tailored smoking cessation services and communications to reach groups with highest prevalence of smoking.														
7.1	Deliver specialist stop smoking services for people with mental health conditions			X	X	X	X	X	X	X	X	X	X	X	Service monitoring data shared.	Ongoing action. RDASH share data for TC dashboard	
7.2	Identify opportunities to strengthen referral to smoking cessation services from SMI health checks			X	X	X	X								Assurance of support to stop smoking referral integrated into SMI health checks appropriately to maximise uptake.	Dec 2025 – RDASH offer is in place. More clarity required on SMI health checks conducted in Primary Care May 2026 – Met with Wentworth 1 PCN who confirmed that SMI health checks are act as a mechanism to signpost to Healthwave. August 2026 - Further assurance required from all PCNs. Assurance from RDASH that recording smoking status and referral to QUIT is embedded in SMI health checks.	
7.3	Consolidate smoking focused actions from PCN health inequalities action plans and identify support needs			X	X	X	X								Assurance of roll of PCNs in reducing inequalities through tackling smoking.	Dec 2025 – Healthwave conducted initial scoping. AT to attend future Clinical Directors meeting	

Ref	Action			Timescale										Output	Notes		
				2025/6				2026/7				2028/9					
				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2			Q3	Q4
															May 2026 – Met with Wentworth 1 PCN who confirmed Health Inequalities Action Plans are no longer in place in Primary Care.		
7.4						X	X	X	X					Targeted support to manual workers.	May 2026 – Workplace health checks ongoing, delivery targeted to reach routine and manual workers.		
7.5						X	X	X	X	X	X	X	X	Service monitoring to track inequalities reach.	Dec 2025 - Public Health Intelligence are doing analysis of the data which will be added to the scorecard. Equity uptake paper conducted which confirmed health checks were proportionally targeted by deprivation		
7.6						X	X	X	X						Dec 2025 – Development of vapes pathway in ROADS now underway August 2026 – VBA training with ROADS staff scheduled.		
7.7						X				X				Contract variation where required and new outcomes framework with updated targets to reduce variation and reduce smoking prevalence.	Year 2 contract in place, along with an extension of the swap to stop.		
D.			Enforcement - Tackle suppliers of cheap, counterfeit, and illicit tobacco and nicotine containing products through delivery of effective enforcement														

Ref	Action			Timescale												Output	Notes
				2025/6				2026/7				2028/9					
				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
8			Create a hostile environment for tobacco fraud and underage sales through intelligence sharing														
8.1	Utilise the intel provided by schools via the reporting pathway outlined in the Vape Guidance for schools to identify sites selling tobacco products and vapes to under-18s			X	X	X	X	X	X	X	X	X	X	X		Ongoing action. TS contributed to the development of the Vapes in Schools Protocol outlining pathways for schools to report intel. Dec 2025 - Work paused until new manager recruited, expected in post December 25. May 2026 – Vape guidance for schools published August 2026 - Ongoing action. Established links between Trading Standards and SYP. TS Currently face challenges in responding to intel due to reduced capacity in the team	
8.2	Collaborate with SY police and local partners on intelligence gathering and sharing about sale of counterfeit and illegal tobacco and nicotine-containing products			X	X	X	X	X	X	X	X	X	X	X		Ongoing action. Intel sharing protocol is now in place with SYP which also utilises the trading standards national intel data base to transfer data to SYP. All TS regional returns that feed into HMRC Operation CeCe are now required to be entered onto the national Intel data base which has increased the amount of intel been collected and shared with other TS authorities	

Ref	Action			Timescale										Output	Notes		
				2025/6				2026/7				2028/9					
				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2			Q3	Q4
																	Dec 2025 - Work paused until new manager recruited, expected in post December 25. August 2026 - Ongoing action. Established links between Trading Standards and SYP. TS Currently face challenges in responding to intel due to reduced capacity in the team
8.3	Engage with retailers to improve awareness of legislation around tobacco control, of what to with information about illicit tobacco locally, and implications of operating illegally.			X	X	X	X	X	X	X	X	X	X	X	Responsible retailer visits and information packs provided when noncompliance has been established.	Ongoing action. All retailers known to TS were contacted in March 25 ahead of the Single-use Vapes Ban to outline the new legislation. Dec 2025 - Work paused until new manager recruited, expected in post December 25. August 2026 – Currently face challenges in engaging with retailers due to limited capacity in the TS team	
9			Tackle illegal activity including sales of counterfeit and illegal nicotine containing products (including unlicenced nicotine containing vapes)														
9.1	Carry out regular seizures based on local intelligence			X	X	X	X	X	X	X	X	X	X	X	Regular operations carried out based on local need and reported to TC group.	Dec 2025 - Work paused until new manager recruited, expected in post December 25. August 2026 – Ability to undertake regular seizures limited due to capacity in the TS team	

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Ref	Action		Timescale												Output	Notes
			2025/6				2026/7				2028/9					
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
9.2	Carry out targeted test purchasing operations, and investigations of repeat offenders.		X	X	X	X	X	X	X	X	X	X	X	Regular operations for both illicit tobacco including vapes and UAS to be undertaken and reported to TC group.	Dec 2025 - Work paused until new manager recruited, expected in post December 25. August 2026 – Ability to support test purchasing operations limited due to reduced capacity in the TS team	
9.3	Utilise intel from seizures to build partnership approach to tackle wider anti-social behaviour and crime		X	X	X	X	X	X	X	X	X	X	X		Dec 2025 - Work paused until new manager recruited, expected in post December 25. August 2026 - Currently face challenges in responding to intel due to reduced capacity in the team	
10			Change perceptions about illegal tobacco sales and the harms of buying and using illegal vape products													
10.1	Help the public to identify responsible vape shops and retailers			X										Development of a local standardised response in public correspondence regarding retailers.	Sept 2025 - Focus on establishing Vaping Harms Sub-group has taken priority over this action. August 2026 – Vape Guidance for Schools (including how to distinguish between regulated and illicit vapes) has been published. Plans in place to produce a leaflet that can be used by wider population.	
10.2	Understand public perceptions of illicit tobacco and vapes and generate comms to shift attitudes if required										X	X			July 2026 – Plans in place to undertake a NEMS survey to understand public attitudes, beliefs	

Ref	Action			Timescale												Output	Notes
				2025/6				2026/7				2028/9					
				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
																	and purchasing behaviours relating to illicit tobacco and vapes across SY.
10.3	Generate comms campaign to outline harms associated with illicit tobacco, vapes and associated products.													X	X	X	July 2026 – Plans in place to utilise findings from NEMS survey to develop comms around illicit products.
E.			Stop the start: Reduce the number of people taking up smoking – particularly young people														
11			Support schools to minimise uptake of smoking and vape use amongst Rotherham children and young people														
11.1	Provide local PSHE coordinators with information about the prevalence of smoking locally and resources to support anti-smoking education across all age groups.						X				X					X	February 2026 – Action closed. Current focus for work with schools is vaping.
11.2	Contribute to planning of sessions for school students and staff to highlight harms of underage vape sales and illicit products. Support schools to develop and roll out smokefree schools toolkit (primary and secondary) – including a focus on vaping in line with local and national messaging and tools			X				X				X					June 2025 - Vaping and YP workshop took place in May 2025. Findings will outline future activity to support schools. Primary School Smokefree Toolkit reviewed. Needs to be circulated. Sept 2025 – Action closed. Vaping Harms sub-group established (first meeting Sept 2025) who will oversee this work moving forward.
12			Reduce exposure to second-hand smoke and de-normalise smoking by expanding and enforcing smokefree space policies														

Ref	Action	Timescale												Output	Notes
		2025/6				2026/7				2028/9					
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
12.1	Identify opportunities to expand smokefree places in Rotherham	X	X	X	X										Smokefree Places to be established in town centre. Signs installed on Forge Island. Smokefree messaging to be added to play parks toolkit – to be rolled out with ongoing play parks upgrades. June 2025 - Paper to be taken to Cabinet in September 2025 to agree further roll out of smokefree places. Sept 2025 – Paper deferred to October Cabinet. Paper outlining expansion to whole borough produced and reviewed. Decision made to pause high-profile roll out, future opportunities to be reviewed in line with the Tobacco and Vapes Bill.
12.2	Review existing smokefree places policies to integrate vaping guidance	X				X				X					June 2025 - Smokefree places includes vaping. Paper to be taken to Cabinet in September 2025 will incorporate vaping position statement. Sept 2025 – Paper deferred to October Cabinet.
12.3	Increase signage around smokefree places	X	X	X	X										Options regarding roll out to be reviewed to align to Tobacco and Vapes Bill.

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Ref	Action			Timescale												Output	Notes	
				2025/6				2026/7				2028/9						
				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4			
13			Use targeted and mass communications to change attitudes and social norms around smoking and increase quit attempts															
13.1	Contribute to the development of regional tobacco control communications focusing on social norms change, and inspiring quitting			X	X	X	X	X	X	X								June 2025 - SY campaign delayed avoiding duplication with Y&H campaign. AT continues to contribute to SY projects. Sept 2025 – Contracts being agreed to continue contribution to SY funding to support delivery of SY campaign in 25/26. Dec 2025 – Agreement in place to contribute to regional work (to include comms) May 2026 – Y&H campaign “Turn the Corner” launched in March 2026, supported by local coverage featuring Rotherham case study July 2026 – SY campaign “It worked for me” launched in June 2026. Campaign featured Rotherham resident.
13.2	Deliver regional comms campaign			X	X	X	X											June 2025 - Contributed to Y&H campaign “What Will You Miss?” which ran from 25 th March 2025 for 8 weeks (inc. TV/radio ad, OOH advertising, social media, website). Sept 2025 – Contracts being agreed to continue contribution to Y&H

Ref	Action	Timescale												Output	Notes
		2025/6				2026/7				2028/9					
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
															funding to support delivery of Y&H campaign in 25/26. Dec 2025 – See 13.1 Feb 2026 – Y&H campaign planned to go live from April 2026. SY campaign focusing on showcasing local services planned to go live from June 2026 August 2026 – SY campaign launched June 2026
13.3	Maintain regular local comms messaging to support quit attempts and smokefree place e.g. No Smoking Day, Stoptober	X	X	X	X	X	X	X	X	X	X	X	X		June 2025 - Amplified national No Smoking Day campaign (March 25) on Council comms. Sept 2025 – Planned promotional event in Town Centre (2 nd Oct) to celebrate 25 th anniversary and to tie in with Stoptober. Dec 2025 – Event in October took place along with both external comms and internal staff comms May 2026 – Local comms supported regional “Turn the Corner” Campaign featuring Rotherham case study July 2026 – Local comms amplified “It worked for me” campaign, featuring Rotherham resident

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REDUCING VAPING HARMS – ACTION PLAN APRIL 2026 – MARCH 2027

Ambition: To reduce the harms of vaping in children and young people through evidence-based prevention, education, and early support. We aim to empower young people and the communities around them to make informed choices and create environments that reduce the risks of nicotine addiction.

A. Governance and Strategy	B. Ensuring educational resources are available for children and young people	C. Increasing awareness of vapes and associated products in professionals	D. Create a Rotherham where children and young people do not vape	E. Safeguard children and young people from the wider harms of vaping and tackle illicit supply and sales
1. Create a shared vision, plan, governance structure, and set of policies relating to vapes and associated products across Rotherham 2. Improve the availability and use of local data on tobacco use, exposure, and related health outcomes	3. Review current provision of educational materials for young people 4. Support the development of educational resources for young people	5. Ensure all professionals working with children and young people understand and have access to most up-to-date information 6. Ensure all professionals who work with children and young people can share intelligence about underage sales and illicit vapes	7. Challenge social norms about vaping in children and young people 8. Develop interventions to support children and young people who vape to stop	9. Safeguard children and young people from the wider social harms associated with vapes 10. Create a hostile environment for illicit vapes and underage sales through intelligence sharing 11. Tackle illegal activity including sale of illicit vapes and associated products and underage sales

BRAG Rating:	Complete	On track	Mainly on track with minor issues	Not on track with major issues
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Ref.	Action	Target completion date	Output	Notes
A	Governance and Strategy			
1	Create a shared vision, plan, governance structure, and set of policies relating to vapes and associated products across Rotherham			
1.1	To create a diverse collaborative group to focus on reducing the harm related to vaping and associated products	June 2026	Quarterly meetings chaired by Public Health Specialist	April 2026: Action complete. Group established, will continue to review membership.
1.2	Update and agree on Terms of Reference yearly – To ensure open, transparent & democratic group	September 2026	Terms of Reference reviewed and updated annually	April 2026: TOR shared with group in September 2025. Will review in September 2026.
1.3	Use Reducing Vaping Harms Group to facilitate regular information sharing and problem-solving sessions and improve coordination between partners	Ongoing	Quarterly meetings	April 2026: Quarterly meetings scheduled.
1.4	Review validity of Rotherham Position Paper on Vapes and update to align with emerging evidence and best practice	September 2026	Position Paper approved by Vaping Harm Reduction Group annually	April 2026: Rotherham Position Statement on Vapes updated and presented to the group. Will be shared with HWBB in September.
2	Improve the availability and use of local data on tobacco use, exposure, and related health outcomes			
2.1	Review Rotherham Schools' Survey questions about vape use. Explore opportunities to align with national, validated surveys to enable comparison.	April 2026	Annual review of Schools survey prior to survey and responses to consider resulting actions required.	April 2026: Questions reviewed for 2026 survey. Now include question about nicotine pouch use.
2.2	Review the findings of the Rotherham Schools' Survey vaping section	December 2026	Findings of the schools' survey to be shared with Vaping harms group annually	April 2026: Findings of survey will be analysed and presented at Dec meeting.
B	Ensuring educational resources are available for children and young people			
3	Review current provision of educational materials for young people			
3.1	Understand the current offer of content on vaping and associated products in schools, identify gaps	March 2027		April 2026: Content delivered in all schools unclear. Updated vaping resources circulated to support lesson planning. July 2026: Continued offer of training to schools to support integration of vape-free

				approaches and delivery of vape-related content. Coverage of schools dependent on availability of school staff.
3.2	Review existing guidance for schools to support delivery of vaping related content	June 2026		April 2026: Established that Rotherham-wide guidance was required for consistency across the borough. Training for staff offered to all secondary schools.
3.3	Develop and maintain guidance on vaping and associated products for schools	June 2026		April 2026: Guidance refreshed. Due to be published on RSCP website in May 2026. July 2026: Guidance published on RSCP
4	Support the development of educational resources for young people			
4.1	Develop a resource to support the delivery of vaping materials in school settings	September 2026	Publication of resource for schools	April 2026: Possible duplication of vaping resource . Vape free school offer developed to support whole-school approach July 2026: Training developed to support implementation of vape-free approach (building on Vaping resource referenced above).
4.2	Develop information offer for parents to ensure messaging is consistent with content delivered in schools	September 2026	Agreed approach for sharing information with parents established.	April 2026: For discussion at April meeting. July 2026: It was recognised that schools are a key source of information for parents - Template letter for schools to send to parents has been developed.
4.3	Work with children and young people to develop resources centring their voices	December 2026	Co-production activity with children and young people undertaken.	April 2026: Met with CYPF to scope potential opportunities for this. July 2026: SY project underway that will engage young people to share thoughts on the T&V Act – this will feed into future comms and resources

C	Increasing awareness of vapes and associated products in professionals			
5	Ensure all professionals working with children and young people understand and have access to most up-to-date information			
5.1	Communicate most up-to-date information and guidance pertaining to vapes and young people through all appropriate channels (to include schools, CYP service etc.)	Ongoing		April 2026: Ongoing action, information shared when it arises.
6	Ensure all professionals who work with children and young people can share intelligence about underage sales and illicit vapes			
6.1	Promote the Vape Guidance for schools with all professionals working with children and young people	Ongoing		April 2026: Ongoing action, guidance has been promoted at Senior Headteachers meeting and session for DSLs
6.2	Collaborate with professionals who work with young people (outside of schools) to develop appropriate intelligence sharing pathways	June 2026		April 2026: Met to discuss adapting vape guidance for out of school settings. Adapted guidance on track to be published by June. July 2026: Progress paused, will pick up in September 2026
D	Create a Rotherham where children and young people do not vape			
7	Challenge social norms about vaping in children and young people			
7.1	Work with schools to support the integration of vape-free approaches	March 2027		April 2026: Vape-free approach live in Aspire. Meeting scheduled with Swinton in June. July 2026: Training delivered at Swinton Academy. Trust-wide training scheduled for Inspire Learning Trust in September.
7.2	Monitor and evaluate the impact of vape-free approaches in schools	March 2027		April 2026: Action not yet started, will be complete by March 2027.
8	Develop interventions to support children and young people who vape to stop			
8.1	Review and share best practice to support young people to stop or reduce vape use	March 2027		April 2026: Options to introduce CYP Nicotine Cessation Worker in Community Smoking Cessation Service reviewed and progressed

				July 2026: Recruitment underway, on track for CYP worker to be in post by October 2026.
8.2	Develop a network of Harm Reduction Champions	March 2027	Harm reduction champions identified and regular meetings stood up	April 2026: Harm reduction champions identified in Aspire. Model to be replicated across the borough.
8.3	Ensure all Harm Reduction Champions are trained on Very Brief Advice (VBA) relating to vapes	March 2027	Training developed and delivered to all Harm Reduction Champions	April 2026: Training delivered to champions at Aspire. Model to be replicated across the borough.
E	Safeguard children and young people from the wider harms of vaping and tackle illicit supply and sales			
9	Safeguard children and young people from the wider social harms associated with vapes including criminal exploitation			
9.1	Increase awareness and understanding of the correlation between vaping and child exploitation for front line staff who work with children	Ongoing		April 2026: Safeguarding risks of vaping covered in staff training which has been offered to all secondaries. Also outlined in Vape Guidance July 2026: Training offer promoted to all secondaries, not yet delivered in all schools
9.2	Ensure that front line staff have knowledge of, and a working understanding of referral pathways for children at risk of exploitation via vape use.	Ongoing		April 2026: Safeguarding pathways routinely communicated to staff. Vape incident referral pathway outlined in Vape Guidance for Schools. Due to be published online in June. July 2026: Guidance (including incident referral pathway) has been published and circulated to all schools.
9.3	Ensure the safeguarding risks associated with vaping is understood, demonstrated and prioritised by all professionals who work directly with children.	Ongoing		April 2026: Safeguarding risks of vaping covered in staff training which has been offered to all secondaries. Also outline in Vape Guidance July 2026: Training offer promoted to all secondaries, not yet delivered in all schools

9.4	Ensure that emerging trends, data and current intelligence regarding vapes is a regularly discussed with School Leaders to disseminate and share current context with Vaping Harm Reduction Group e.g. Secondary Heads Meeting, Education Safeguarding Forum, Criminal Exploitation Tactical Group.	Ongoing		April 2026: Ongoing action.
9.5	Ensure relevant policies make explicit reference to vaping, ensuring it is treated with the same seriousness as smoking and other substance related risks.	Ongoing	Policy documentation should include clear expectations, rules and consequences around possession, use, and distribution e.g. Behaviour for Learning Policy, Safeguarding and Child Protection Policy, PSHE, Substance Misuse, Educational Visits and Health and Safety	April 2026: Ongoing action. Policies continue to be reviewed.
10	Create a hostile environment for illicit vapes and underage sales through intelligence sharing			
10.1	Utilise the Vaping Harm Reduction Group as a forum for intelligence sharing	Ongoing	Quarterly Vaping Harm Reduction meetings	Quarterly meetings scheduled.
10.2	Review intelligence sharing pathways to identify any gaps	Ongoing	Updates to be shared at quarterly meetings	Quarterly meetings to be utilised for intelligence sharing.
10.3	Monitor compliance with packaging and display legislation	Ongoing	Updates to be shared at quarterly meetings	Ongoing action: updates to be shared at quarterly meetings
10.4	Monitor compliance with age restrictions	Ongoing	Updates to be shared at quarterly meetings	Ongoing action: updates to be shared at quarterly meetings
11	Tackle illegal activity including sale of illicit vapes and associated products and underage sales			
11.1	Carry out regular seizures based on local intelligence	Ongoing	Regular operations carried out based on local need and reported to Vaping harms group.	Ongoing action: updates to be shared at quarterly meetings

				July 2026 – Ability to undertake regular seizures limited due to capacity in the TS team
11.2	Carry out targeted test purchasing operations and investigations of repeat offenders	Ongoing	Regular operations carried out based on local need and reported to Vaping harms group.	Ongoing action: updates to be shared at quarterly meetings July 2026 – Ability to support test purchasing operations limited due to reduced capacity in the TS team
11.3	Review hotspot areas and identify potential gaps in intelligence	Ongoing		Ongoing action: updates to be shared at quarterly meetings July 2026 - Currently face challenges in responding to intel due to reduced capacity in the team

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Rotherham

Position Paper on Vapes

This position paper is informed by the best current evidence from UK Health Security Agency, Royal College Physicians, Action on Smoking and Health, National Centre Smoking Cessation Training and NICE/NHS guidance. The aim of this statement is to develop an agreed consensus in Rotherham on vapes that all local partners are signed up to. This is to ensure that the public receive clear, evidenced based and consistent advice on vapes.

We acknowledge evidence that:

Vapes are significantly safer than cigarettes and are a valuable harm reduction tool and quitting aid for adults who smoke.

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

Young people should not vape.

- In children and adolescents, the consumption of nicotine, including via vapes, potentially has a detrimental impact on brain development (4).
- Although the available evidence does not suggest that trying vaping products leads to regular smoking, there is widespread concern that young people who develop a nicotine addiction through vaping will go on to smoke (5).

- Children exposed to smoking are significantly more likely to take up smoking themselves (6). There is concern that, similarly, exposure to vaping will normalise and increase the uptake of vaping amongst young people.
- Young people who become addicted to nicotine through vape use are at risk of other associated consequences, including difficulties concentrating and learning in school due to nicotine withdrawal symptoms, and risk of involvement in organised crime through exposure through illicit purchasing.
- Young people who have started vaping should be encouraged and supported to quit.

Vaping amongst pregnant people is safer than tobacco smoking - but is not risk-free.

- Use of vapes as a quit aid in pregnancy has a harm reduction impact for mother and the unborn baby due to the elimination of exposure to the known carcinogenic chemicals present in cigarettes. However, the impact of vaping in pregnancy is poorly understood and licensed nicotine replacement therapy products are the recommended first option to stop smoking during pregnancy (7).

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

- Vape manufacturers, including those owned by tobacco companies, have a commercial interest in maximising the widespread use and uptake of vapes.
- Advertising restrictions in England regulate the promotion of vape products on media platforms, including on television, radio, newspapers, and magazines (8).
- There has been an overall increase in young people reporting noticing vape promotions - most prominently marketing on billboards and posters, taxis, buses, and public transport, which are permitted channels in England. Worryingly, young people who have never smoked or vaped notice vape marketing at a consistently higher rate than adults who smoked (9).

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

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

We welcome:

- The Government's ambition to create a Smokefree Generation and reduce the appeal of vapes to children through the introduction of the Tobacco and Vapes Act 2026
- The proportionate regulation of vapes through the UK Medicines and Healthcare products Regulatory Agency (MHRA), under the Tobacco and Related Products (TPR) Regulation.

- Ongoing efforts to develop and approve medically licensed vape products available through NHS prescription.
- The development and adaptation of national guidance around the safe, effective, and cost-effective use of vapes as a quitting aid.
- The development of national guidance and evidence around how to minimise uptake amongst young people and never-smokers.
- Proposals for legislation requiring plain packaging of vapes to help frame them as a quit aid rather than a product which is appealing to children and non-smokers.
- The development of guidance on how to best support under 18s who smoke, including pregnant smokers, to access vapes legally and safely.
- The increasing concern relating to other nicotine containing products, including but not exclusive to smokeless tobacco (nicotine pouches) and heated tobacco products. We recognise that more research is required to further understand the health impact of other nicotine products alone as well as in relation to smoking tobacco or vaping.

In recognition of the available evidence, we commit to:

- 1. Ensure that vaping is effectively integrated into stop smoking services and campaigns across Rotherham, to maximise quit rates and reduce harm caused by tobacco smoking, including by:**
 - a) Ensuring that all smoking cessation services (including those available through community, hospitals, antenatal, and mental health services) are aligned with latest guidance from NICE/NHS on vapes.
 - b) Ensuring that all smoking cessation services can provide vape starter kits as part of their service offer.
 - c) Providing accurate information and guidance about the safe and effective use of vapes as a quit aid alongside information about other methods, so that smokers can make an informed decision about which approach to use.
 - d) Offering behavioural support to people who chose to vape as a quit aid.
 - e) Ensuring that the value of switching to vapes from tobacco smoking is understood and effectively communicated by non-health professionals as part of the Making Every Contact Count programme.
 - f) Minimising inequality in access to effective quit aids including vapes.
 - g) Ensuring that all local smoking cessation services offer advice to people who want to reduce or quit vaping.
- 2. Minimise the incidence of vaping amongst young people as part of ongoing efforts to create a smokefree generation, including by:**
 - a) Scaling-up enforcement of existing laws which prevent retailers from selling vapes or e-liquids under 18s and prevent adults from buying or attempting to buy vapes on behalf of a child ('proxy purchasing').

- b) Supporting schools and colleges to implement smokefree and vape free policies.
- c) Introducing messaging about the harms of vaping into local youth-focused campaigns and materials.
- d) Ensuring that there is support available to reduce vape use and / or quit for young people who vape.

3. Restrict public messaging, advertising and promotions relating to vaping to ensure a focus on the value of vapes as a quitting tool, whilst avoiding promoting individual brands, or glamorising vaping amongst non-smokers, especially children and young people. This will involve:

- a) Remaining vigilant and ensuring that any work relating to vapes is aligned with our ongoing commitment to protect tobacco control activity from the vested interests of the tobacco industry (as set out in WHO FCTC Article 5.3).
- b) Preventing advertising of all commercial vape products on publicly owned or contracted advertising spaces.
- c) Restricting reference to vapes, vape products and vaping on publicly owned sites to public health messages focusing on the value of vaping as a harm reduction tool and quitting aid.

4. Support employers and organisations who manage outside public spaces to develop and expand Smokefree policies which de-normalise vaping, whilst ensuring that they are a preferable option for smokers to switch or quit, by:

- a) creating an environment where smoking and vaping are not visible to support de-normalisation of everyday social use.
- b) supporting smokers to stop smoking, such as providing visible signposting to quit services.
- c) responding to the harm reduction and health needs of people living in secure and other restricted settings.
- d) aligning smokefree policies with national smokefree law and policy.

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

- a) Ensuring that local stop smoking services recommend that service users who wish to use vapes to quit or switch should be offered a vape starter kit through the service in the first instance. Following this service users should be advised to purchase products that are registered with the MHRA and are compliant with the requirements of the TPD. This includes requirements for products to:
 - i. Have child resistant and tamper evident packaging.
 - ii. Be protected against breakage and leakage and capable of being refilled without leakage.
 - iii. Deliver a consistent dose of nicotine under normal conditions.

- iv. Include tank and cartridges that are no more than 2ml in volume and contain liquids that have no more than 20mg of nicotine (this must appear on the label).
 - v. Have packaging which is covered by a health warning that covers at least 30% of packs.
 - vi. Contain an information leaflet on use of the product and ingredients within the e-liquid.
 - b) Enforcing trading restrictions preventing the sale of unsafe products
 - c) Working with local vape retailers to ensure that they offer MHRA-approved products, guidance on safe and effective use of vapes, and referrals into local stop smoking services.
 - d) Promoting the Yellow Card reporting scheme (which enables consumers and healthcare professionals to report side effects and safety concerns about vapes or refill containers) through local stop smoking services.
 - e) Helping the public to identify responsible vape shops and retailers.
- 6. Respond to evolving trends and evidence, including by:**
- a) Monitoring the trends in vape use amongst young people through local and national surveys.
 - b) Collecting and reviewing data on trends in vape quit rates and long-term use amongst community stop smoking service users.
 - c) Regularly reviewing and updating this policy position as evidence and guidance around the safety and use of vapes continues to emerge.

Accessing support

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

Call the free Smokefree National Helpline on 0300 123 1044 to speak to a trained expert adviser.

Find your local stop smoking service on the [NHS Better Health website](#).

Contact Rotherham Healthwave for more information about services locally: [Rotherham Healthwave - Helping Boost Health and Wellness \(connecthealthcarerotherham.co.uk\)](#)

Endorsements

The Rotherham Reducing Vaping Harms Group, which includes partners from:

- Public Health, Rotherham Metropolitan Borough Council
- Trading Standards, Rotherham Metropolitan Borough Council
- School Improvement, Rotherham Metropolitan Borough Council
- Access to Education, Rotherham Metropolitan Borough Council
- Rotherham Children's Public Health Nursing Service (0-19)
- Children, Young People and Families Consortium
- South Yorkshire Police
- Connect Healthcare

The Rotherham Tobacco Control Group, which includes partners from:

- Public Health, Rotherham Metropolitan Borough Council
- Trading Standards, Rotherham Metropolitan Borough Council
- Rotherham NHS Foundation Trust
- Rotherham Doncaster and South Yorkshire NHS Foundation Trust
- Connect Healthcare
- Community Pharmacy South Yorkshire

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BRIEFING	TO:	Health and Wellbeing Board
	DATE:	3 rd September 2026
	LEAD OFFICER	Katy Lewis Carers Strategy Manager Katy.lewis@rotherham.gov.uk
	TITLE:	The Borough That Cares All-Age Strategy 2026-2031 and Carer Connect Update

Background

- 1.1** The Borough That Cares All-Age Carers Strategy 2026-2031 was approved by Cabinet on 15 December 2025 and formally launched in June 2026.
- The Rotherham Health and Wellbeing Board has requested an update on progress during the first quarter of the strategy's implementation.
- A presentation will be delivered that provides an overview of the launch of the strategy, and the co-design process undertaken with partner organisations to identify key actions.
- Members will also receive an update on the progress of Carers Connect, the new digital tool for carers funded by the Accelerating Reform Fund (ARF).
- This item is being presented on behalf of Adult Social Care by the Carers Strategy Manager, who leads on the delivery of the strategy.

Key Issues

- 2.1 Strategy Launch**
- The Strategy was officially launched during Carers Week, on June 9th at an event held at New York Stadium.
- The event brought together voluntary and community organisations and frontline professionals in health and adult social care, who were taken through the commitments in the Strategy and given a demonstration of the Carer Connect website and Robin the integral AI Assistant.
- The event was well attended by 84 key stakeholders chosen for their ability to play an important role in supporting the delivery of the strategy's objectives, contributing to the achievement of its strategic outcomes, and championing the benefits of accessing Carer Connect. In addition 16 partner organisations hosted marketplace stalls to showcase their services for carers and professionals. 20 feedback surveys were received, overall feedback from the event was positive, comments included:
- 'Brilliant session, very informative and interesting to hear of the statistics and research behind the set up of the strategy and the app. Good work and well done to all of those involved!'*

	<i>'The demonstration of the carer app which appears to be a fantastic tool for carers and professionals. The stalls were relevant and focused on additional support available to carers'</i> <i>'The overview of progression, the new Robin interactive assistant is amazing. And we love the name'</i> <i>'To listen to the development and how we can support this fantastic innovation to grow our communities to be resilient and stronger through the community actions'</i>
2.2	Carer Connect Carer Connect is a new web-based digital tool which provides a single place for carers to access information and services relevant to them and their situation, is available via WhatsApp and designed to support unpaid carers 24/7 in any language. The tool has been developed regionally (South Yorkshire) but provides local information dependant on where the carer lives. The digital assistant - <i>Robin</i> - has been named by our local carers, within the development process and designed to allow them to have an 'always available' advisor in their pocket. By using WhatsApp (which over 90% of carers in South Yorkshire said they used regularly) carers have the ability to <i>'have a conversation'</i> with trusted information and advice whenever they need it. From how to use a hoist or where the local carer cafe is, to carer benefits and discounts, the digital assistants are on hand to support 24/7. In addition the digital assistant will keep in touch with carers, sending proactive messages aimed at improving wellbeing, and providing information on new local services and respite care, to ensure Rotherham's carers are better supported. Communication Campaign A multi-channel communications campaign was delivered throughout Carers Week to raise awareness of Carer Connect and encourage engagement from carers, partners and the wider community. Activity included targeted social media content across Facebook, Instagram and LinkedIn, supported by newsletter promotion, storytelling featuring an unpaid carer and an elected member, and targeted media engagement through local press releases. The campaign achieved a total reach of 134,000, generating 30,600 views, 135 link clicks to Carer Connect, and 74 comments and likes across social media platforms. Further promotion was secured through the Rotherham Roundup e-newsletter, which reached over 10,000 subscribers and generated an additional 31 clicks to the Carer Connect webpage. Targeted media engagement resulted in coverage in <i>The Star</i> and the <i>Rotherham Advertiser</i>, while additional exposure was achieved through BBC Radio Sheffield, where Angela Jameel was interviewed about Carers Connect and the support available to unpaid carers across South Yorkshire.

2.3	First Quarter 2026/27 Activity During the first quarter of 2026/27, activity has focused on: - improving the advice, information and guidance contained in the Carer's Directory and the Carer Information Hub to increase the sources and pathways of information for the AI Assistant to navigate; - Collaborating with the Adult Social Care Regulatory Assurance Board as part of the CQC Improvement Action Planning process to identify and prioritise actions that improve outcomes for carers. A review of the Carers Strategy has been undertaken to identify areas of alignment with the CQC improvement priorities. The resulting actions will be progressed through an internal CQC Working Group, providing a coordinated approach to embedding carer-focused improvements, monitoring progress, and ensuring that carers' needs and experiences are reflected across Adult Social Care transformation and quality assurance activity; - RDaSH enhanced its internal induction arrangements to improve carer identification and support. Carers are encouraged to complete a Wellbeing Passport and engage with the Carer Network, which has now reached its first anniversary. In addition, a training package and supporting toolkit have been developed to increase staff awareness of carers' needs and support staff to connect carers with available support services across Rotherham, Doncaster and South Humber area. - The Engagement and Inclusion Lead for Patient Experience at The Rotherham NHS Foundation Trust developed a programme of staff training to identify carers and produced a carer information pack, incorporating the Carers Directory and links to Adult Social Care support. A dedicated volunteer resource was secured to produce the packs at scale and support their distribution across hospital wards. - Family Action developed a toolkit of resources to support the identification and engagement of young carers. The toolkit is available through the Rotherham Young Carers website. During Carers Week, Family Action also delivered a series of webinars to help frontline professionals recognise young carers and connect them with appropriate information, advice, and support.
Key Actions and Relevant Timelines	
3.1	Carer Connect - June 2026 to April 2027 – pilot use of the tool by carers and other stakeholders - April 2027 – July 2027 – formal evaluation by CC2i - the funded partner - End July 2027 - ARF funding ends and decision of future funding of the tool required (licences)
Implications for Health Inequalities	

4.1	The Borough That Cares All-Age Carers Strategy will progress a range of key priorities that will address the inequalities that impact carers in the community. Carers are recognised as having a protected characteristic under the Equality Act 2010 and the Council holds a firm commitment to the Public Sector Equality Duty.
Recommendations	
5.1	To note the actions taken to commence implementation of the strategy and the launch of the digital tool, a key element to the multi-channel approach to advice, information and guidance for carers.

THE BOROUGH THAT CARES

ALL-AGE CARERS STRATEGY

2026-2031



Health & Wellbeing Board

3 September 2026

Katy Lewis

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Introduction

- Summary of The Borough That Cares All-Age Carers Strategy 2026-2031 and Carer Connect Launch 9 June 2026
- Overview of Carer Connect
- Communication Campaign for Launch
- First Quarter 2026/27 Update

Launch Event:

The Borough That Cares All-Age Carers
Strategy 2026 – 2031 and Carer Connect

Launch Event 9 June 2026

- 84 attendees
- 16 market-place stalls hosted by partner organisations
- Target audience of colleagues in Voluntary Community and Social Enterprise Organisations, Adult Social Care and frontline health professionals to champion the strategy and Carer Connect

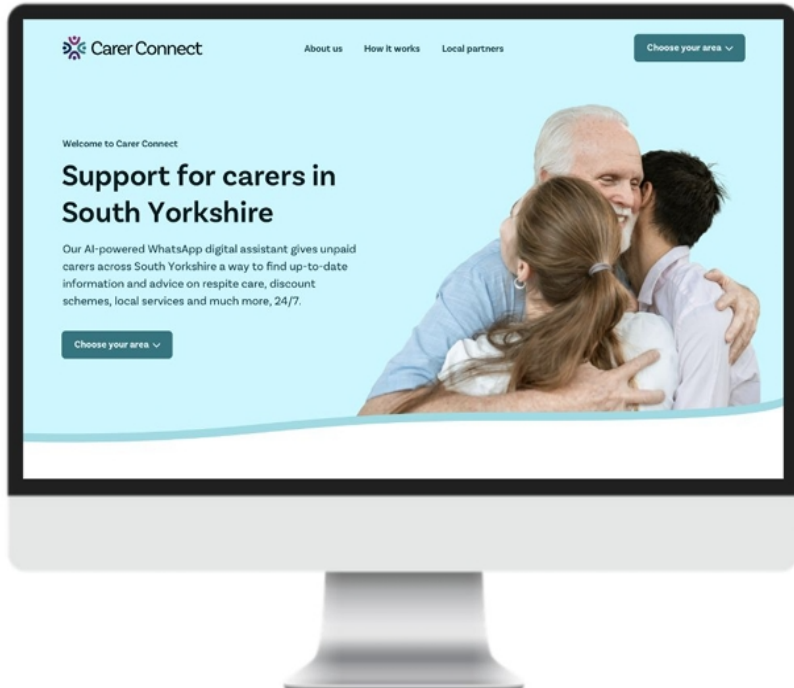




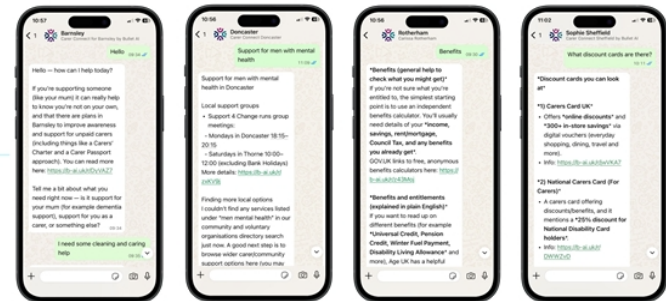
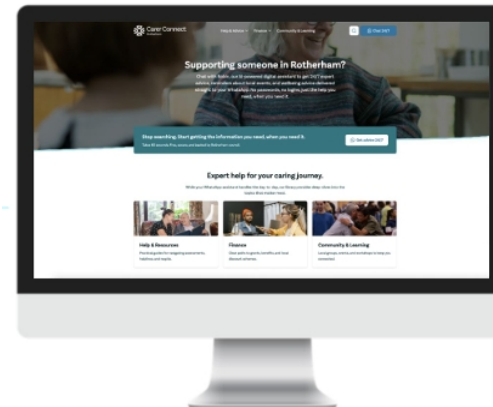
Carer Connect

Rotherham

Carer Connect & AI Assistant – Robin



www.carerconnect.org.uk



Community & Learning | Rotherham X

https://rotherham.carerconnect.org.uk

Carer Connect
Rotherham

Help & Advice ▾ Finance ▾ Community & Learning

Chat 24/7

Supporting someone in Rotherham?

Chat with Robin, our AI-powered digital assistant to get 24/7 expert advice, reminders about local events, and wellbeing advice delivered straight to your WhatsApp. No passwords, no logins, just the help you need, when you need it.

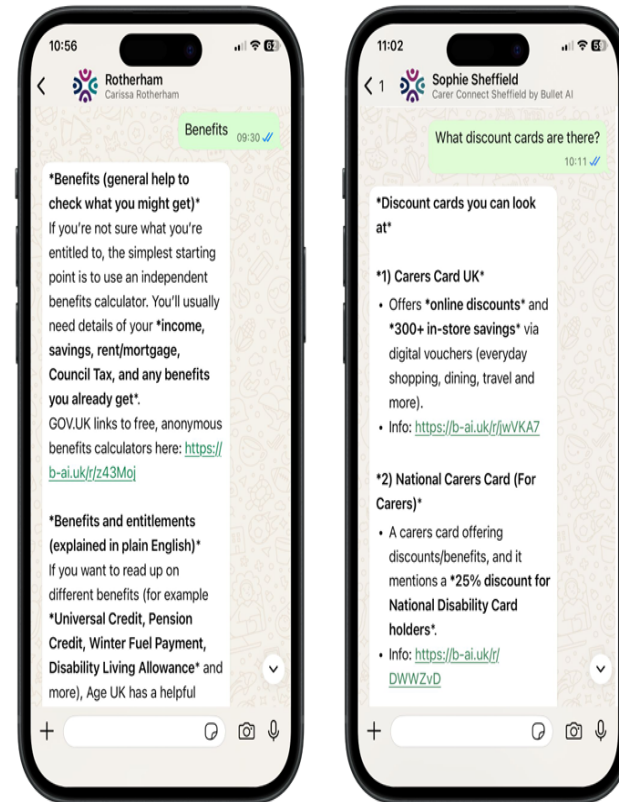
Search

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Using Digital Advisors



- No need to fill in a form, search the web or wait for call centre staff
- Everyone's situation is unique, so just ask your question - your way
- Doesn't matter if there are spelling mistakes
- If it's not clear, *Robin* will ask you a clarification question
- If knowing where you are caring for someone, advisor will ask for an area or postcode
- Responses are immediate
- Carers can pick up the conversation again at any point
- The advisors will also keep in contact...



Keeping in Touch with Carers

Scheduled messaging spanning 18 weeks from first communication

1. SY Carers said they would benefit from this messaging and wanted it - they also have the ability to opt out
2. Enabling & driving an ongoing conversation with carers
3. Being able to proactively promote services e.g. Respite, local events, information etc
4. Promoting carer wellbeing
5. Better understanding of what carers want from SY services
6. Ability to broadcast messages to carers as a one-off message in development



Links

<http://www.carerconnect.org.uk>



Communication Campaign

Communication Plan

- Multi-channel communications campaign
- To raise awareness and encourage engagement
- Social media and newsletter
- Storytelling featuring a carer and an elected member
- Complemented by targeted media engagement, including press releases for local media



Social Media

- Activity focused on increasing awareness and understanding of Carer Connect
- Facebook, Instagram and LinkedIn
- Views - 30.6k
- Reach - 134k
- Link Clicks –135
- Comments and likes - 74



Newsletter

- Rotherham Roundup e-newsletter
- reached over 10,000 subscribers
- generated 31 clicks to Carer Connect webpage

New support for carers in Rotherham



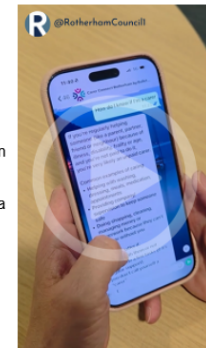
If you look after a family member, friend or neighbour who couldn't manage without your support, help is now easier to find.

We've launched Carer Connect, a new website and digital assistant designed to give carers quick access to trusted advice, local services and practical information, whenever it's needed.

Whether you're looking for information about financial support, your rights as a carer, or ways to look after your own wellbeing, Carer Connect brings everything together in one place.

You can also chat to the digital assistant, Robin, 24 hours a day, 7 days a week on WhatsApp, so you can get answers at a time that works best for you.

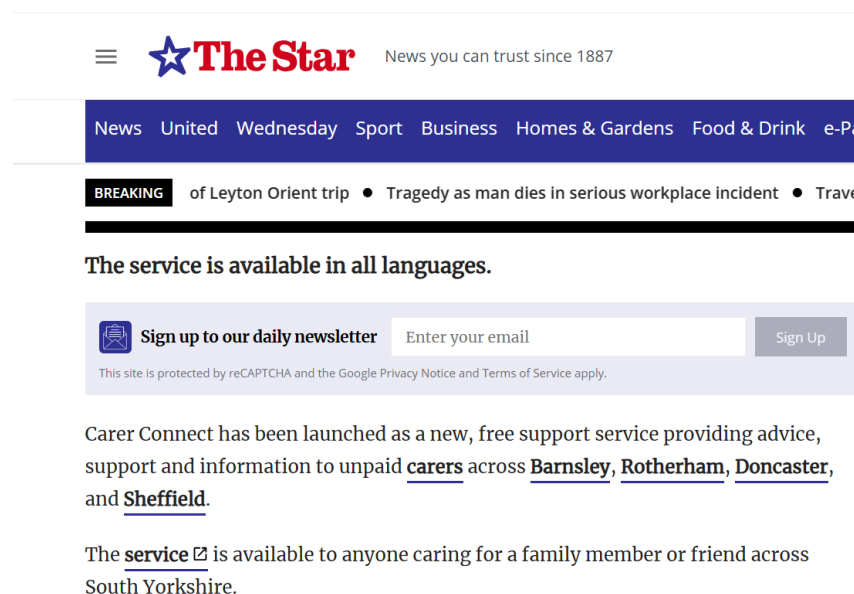
Carer Connect has been developed with the other South Yorkshire local authorities and shaped by carers to make sure it reflects real experiences and needs.



[Find out more about Carer Connect](#)

Media Coverage

- Targeted media engagement secured The Star and Rotherham Advertiser
- Additional coverage secured through BBC Radio Sheffield, Angela Jameel was interviewed about Carers Connect and the support available to unpaid carers across South Yorkshire.



First Quarter 2026/27 Update

Quarter One Activity

Internal Activity:

- Improving advice, information and guidance to increase the AI Assistant's navigation ability;
- Linking the CQC Improvement Action Planning with the Carers Strategy objectives.

Partner Activity:

- RDaSH improved carer identification processes and employee support;
- TRFT improved carer identification and access to advice, information and guidance;
- Family Action improved young carer identification, producing a toolkit for professionals.

Thank you

Any questions?

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BRIEFING	TO:	Health and Wellbeing Board
	DATE:	02 September 2026
	LEAD OFFICER	Oscar Holden, Health and Wellbeing Support Officer
	TITLE:	Health and Wellbeing Board Terms of Reference
Background		
1.1	The Health and Wellbeing Board Terms of Reference are reviewed annually to ensure they remain up to date whilst both reflecting current partnership arrangements and supporting the effective delivery of the Health and Wellbeing Strategy 2025-2030. The revised Terms of Reference have been updated following a review of governance arrangements.	
1.2	The proposed 2026 Terms of Reference replace the previous version approved in June 2025 and incorporate amendments to Board membership, leadership arrangements, quorum requirements, review dates and supporting documentation. The revisions are intended to ensure the Board continues to operate effectively as the strategic partnership responsible for improving health and wellbeing outcomes and reducing health inequalities in Rotherham.	
Key Issues		
2.1	A review of the Terms of Reference has series a number of changes required to reflect current organisational structures and partnership arrangements across the health and care system.	
2.2	Changes to leadership arrangements include the removal of the named Vice Chair position held by the Rotherham Place Medical Director and replacement with a temporary arrangement whereby the Vice Chair position will be confirmed by the Health and Wellbeing Board in November 2026.	
2.3	Membership has been refreshed to reflect current partnership priorities. Key changes include: • Addition of a South Yorkshire Children and Young People's Alliance representative. • Addition of a Citizens Advice Rotherham and District representative. • Removal of the Healthwatch representative. • Amendment of the Rotherham Doncaster and South Humber NHS Foundation Trust representative from Chief Executive to Director of Strategic Development. • Amendment of attendance arrangements relating to senior Council representation.	
2.4	Governance and operational wording has been updated to reflect current arrangements, including references to the South Yorkshire Integrated Care Strategy, partnership reporting arrangements and Board responsibilities. The separate Memorandum of Understanding relating to Board Sponsors contained within the previous version has also been removed from the revised Terms of Reference document.	

2.5	The quorum requirements have been amended. The previous requirement for both RMBC and Integrated Care Board representation to be present has been replaced with a requirement for at least one RMBC representative within a quorate meeting. Review dates have also been updated.
Key Actions and Relevant Timelines	
3.1	The most recent review of the Health and Wellbeing Terms of Reference took place in June 2025.
3.2	The next review will be scheduled for September 2027.
Implications for Health Inequalities	
4.1	The proposed amendments do not alter the Board's overarching purpose or statutory responsibilities. The revised Terms of Reference retain a strong commitment to reducing health inequalities, tackling the wider determinants of health, embedding prevention, and ensuring that the health of the most vulnerable communities improves at the fastest rate. These approaches reflect a whole-system commitment to prevention, equity, and early intervention, though sustained effort and cross-sector alignment remain essential.
Recommendations	
5.1	The Health and Wellbeing Board is asked to: • Note the amendments made to the Terms of Reference since the previous review • Approve the revised Health and Wellbeing Board Terms of Reference for 2026/27 • Support implementation of the revised governance and membership arrangements • Agree that the next formal review of the Terms of Reference will take place in September 2027.

**Terms of Reference:
Rotherham Health and Wellbeing Board**

Key Contacts	
Chair	Councillor Baker-Rogers – Cabinet Member for Adult Social Care and Health, Rotherham Metropolitan Borough Council
Vice Chair	To be confirmed at Health and Wellbeing Board in November 2026.
Health and Wellbeing Board Support Officer	Oscar Holden – Corporate Improvement Officer, Rotherham Metropolitan Borough Council oscar.holden@rotherham.gov.uk

Role of the Health and Wellbeing Board
The Health and Wellbeing Board brings together local leaders and decision-makers, who 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 operates as a multi-agency board of equal partners. The role of the board includes: • Overseeing and driving the implementation of the Health and Wellbeing Strategy, 2025-2030 • 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 • Providing an oversight and monitoring function for other related groups as required, subject to agreement by the Board. Rotherham's Health and Wellbeing Board is also committed to delivering the four aims outlined within the Health and Wellbeing Strategy, which are: 1. Enable all children and young people up to age 25 to have the best start in life, maximise their capabilities and have influence and control over their lives 2. Support the people of Rotherham to live in good and improving physical health throughout their lives, accessing and shaping the services and resources they need to be able to do so 3. Support the people of Rotherham to live in good and improving mental health throughout their lives, accessing and shaping the services and resources they need to be able to do so 4. Sustain an environment where detrimental impacts from commercial and wider determinants of health are reduced, and opportunities for healthier living are nurtured.

Responsibilities

The Health and Wellbeing Board has a number of responsibilities and duties. These include:

- 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
- Providing the oversight and monitoring role for Rotherham's Child Death Overview Panel – receiving an annual report; monitoring and supporting panel recommendations; and monitoring panel capacity and backlogs.

The Health and Wellbeing Board is also responsible for the Better Care Fund (BCF). A BCF Executive group exists as a sub-group of the Health and Well Being Board to which it reports. The BCF Executive is primarily the strategic group that sets the criteria, parameters, and priorities of the BCF fund, and at a high level monitors the progress of the BCF fund and spending plan. Plans are signed off firstly by the BCF Executive group and finally by the Health and Wellbeing Board.

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 equality 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:

- a) Act in the interests of the Rotherham population, leaving aside organisational, personal, or sectoral interests
- b) Effectively communicate and action outcomes and key decisions of the board within their own organisations
- c) Contribute to the development of the JSNA
- d) Ensure that commissioning is in line with the requirements of the Health and Wellbeing Strategy
- e) Deliver improvements in performance against measures within the public health, NHS and adult social care outcomes frameworks
- f) Declare any conflict of interest, particularly in the event of a vote being required and in relation to the providing of services
- g) Act in a respectful, inclusive and open manner with all colleagues to encourage debate and challenge
- h) Act as ambassadors for the work of the board
- i) Participate where appropriate in communications/marketing and stakeholder engagement activity to support the objectives of the board, including working with the media
- j) 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 is chaired by the Council's Cabinet member for Adult Social Care and Health, with the vice-chair from a non-council partner. 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)
- South Yorkshire Integrated Care Board representative
- Cabinet Member with responsibility for Children's Services
- Chief Executive, 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
- Rotherham District Commander, South Yorkshire Police
- Chief Executive, Voluntary Action Rotherham

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

- Chief Executive, Rotherham NHS Foundation Trust
- Director of Strategic Development, Rotherham Doncaster and South Humber NHS Foundation Trust
- South Yorkshire Children and Young People's Alliance representative
- Citizen's Advice Rotherham and District representative.

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 of the Council, 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 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 is also an integral part of Rotherham Together Partnership's structures. The Chair is 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, on which members nominated by the board are represented. Through this, the board contributes to the formation of the system-wide Integrated Care Strategy for South Yorkshire.

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.

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.

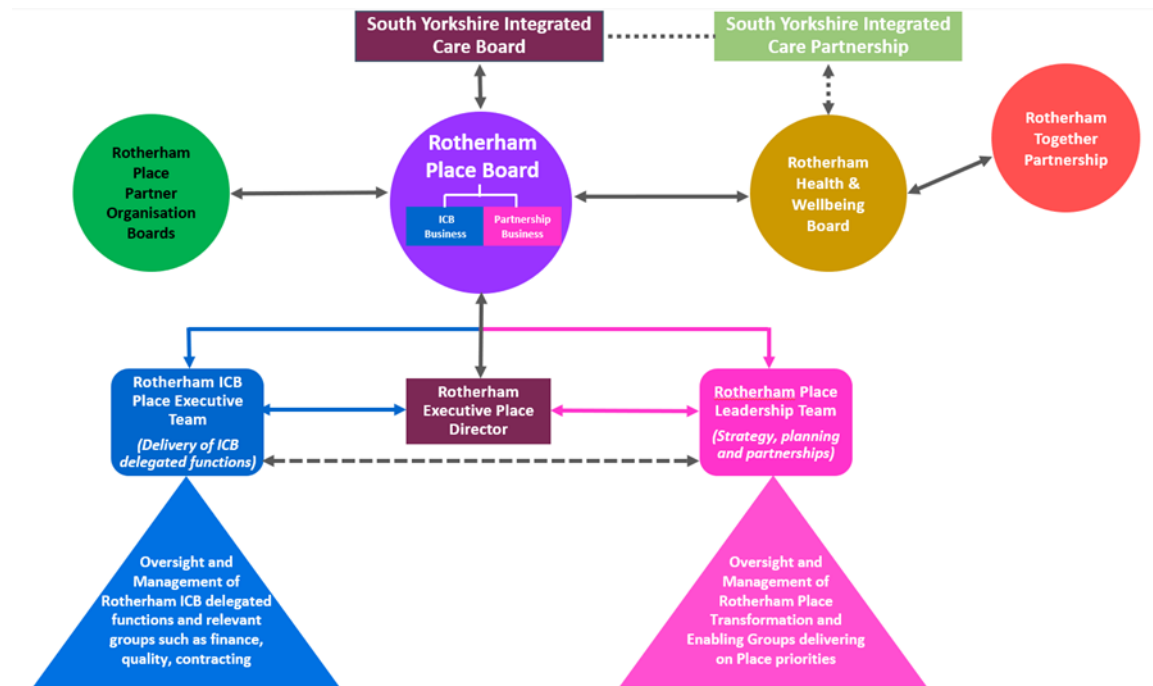
In responding to queries, the board may wish to provide a written response and will commit to providing this response within a month of the board meeting.

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 September 2026 – subject to sign off at Health and Wellbeing Board.
Next formal review September 2027.

APPENDIX: Rotherham Health and Wellbeing Board governance arrangements



BRIEFING	TO:	Health and Wellbeing Board
	DATE:	2 nd September 2026
	LEAD OFFICER	Steph Watt Health and Care Portfolio Lead, SYICB/RMBC E-mail: steph.watt@nhs.net
	TITLE:	Better Care Fund (BCF) Call-Off Partnership / Work Order 2026/27
Background		
1.1	The purpose of this report is to confirm that Rotherham Metropolitan Borough Council (RMBC) and NHS South Yorkshire Integrated Care Board (SYICB) have jointly developed the Better Care Fund (BCF) Call-Off Partnership Agreement and Work Order for 2026/27. The agreement reflects the requirements of the national Better Care Fund Framework, supports local health and care priorities, and sets out the governance, financial and commissioning arrangements required to deliver integrated health and social care services in Rotherham.	
1.2	The Department of Health and Social Care and NHS England jointly published the Better Care Fund Framework 2026/27, setting out the national requirements, funding conditions and planning requirements for local areas. It requires Integrated Care Boards (ICBs), local authorities and Health and Wellbeing Boards to work collaboratively to plan and deliver services that help people remain independent, prevent avoidable hospital admissions and support timely discharge from hospital. Where a Call-Off Partnership Work Order sits beneath the overarching Section 75 Agreement, there is a requirement for it to be reviewed annually.	
1.3	The Health and Wellbeing Board is required to provide strategic oversight of the Better Care Fund and approve the local arrangements. Approval of the 2026/27 Call-Off Partnership Agreement and Work Order will ensure that statutory BCF requirements are met and that partners are able to deliver the agreed programme of investment in line with both national expectations and local priorities.	
Key Issues		
2.1	The Better Care Fund (BCF) continues to provide the principal mechanism for bringing together health, social care, housing and community services through pooled budget arrangements. The Better Care Fund Framework 2026/27 places a stronger emphasis on integrated and preventative care, the development of neighbourhood health services and supporting people to remain independent for longer.	
2.2	In line with national requirements, all BCF funding must be 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 BCF Call-Off Partnership Agreement / Work Order provides the legal, financial and governance framework through which RMBC and SYICB will deliver these requirements. The Agreement formally establishes the pooled budget arrangements, sets out partner contributions, governance and decision-making arrangements, risk-sharing mechanisms and commissioning responsibilities required to deliver the approved Better Care Fund Plan.	
2.3	The BCF Plan for Rotherham has been developed jointly by RMBC and SYICB to support national Better Care Fund objectives and local priorities. The plan focuses on promoting	

	independence, improving outcomes through rehabilitation and reablement, supporting timely hospital discharge, reducing avoidable non-elective admissions and preventing unnecessary admissions to long-term residential and nursing care. In line with the Better Care Fund Framework 2026/27, the plan also supports the development of Neighbourhood Health Services and Integrated Neighbourhood Teams through investment in a range of integrated health, social care and community-based services designed to help people remain independent and receive the right care in the right place at the right time.
2.4	The BCF Call-Off Partnership Agreement / Work Order 2026/27 establishes two pooled budgets. Pool 1 is hosted by RMBC and is valued at £35.073 million. Pool 2 is hosted by SYICB and is valued at £20.968 million. Together these pooled arrangements deliver a total Better Care Fund investment programme of £56.042 million.
2.5	This includes funding streams comprising the NHS Minimum Contribution (£29.226 million), Local Authority Better Care Grant (£17.864 million), Disabled Facilities Grant (£3,938 million), an additional LA contribution (£2,352 million) and an underspend of £2,661 million carried forward from 2025/6.
2.6	Investment within the Better Care Fund is focused on six strategic themes: Mental Health Services, Rehabilitation and Reablement, Supporting Social Care, Care Management and Integrated Care Planning, Supporting Carers and Infrastructure. These themes support delivery of national Better Care Fund requirements and local priorities relating to independence, prevention, integration and hospital discharge.
2.7	The Better Care Fund Framework 2026/27 requires local partners to agree and monitor local goals relating to: • Non-elective admissions for people aged 65 and over • Average length of discharge delay for acute adult patients. • Long-term admissions to residential and nursing care homes for people aged 65 and over per 100,000 population • The proportion of people aged 65 and over who were discharged from hospital into reablement and who remained in the community in the 12 weeks following discharge. This goal is not mandatory in 2026/27 but will be measured to create a baseline.
2.8	The established governance arrangements with the BCF Executive Group providing strategic oversight, supported by the BCF Operational Group, which oversees delivery, performance, risk management and assurance activity, reporting to the Health and Wellbeing Board provides a comprehensive performance management framework. The framework enables the monitoring of delivery of the BCF Plan, achievement against national and local metrics, value for money and continuous improvement, supported by quarterly financial and performance reports. Quoracy and membership of the Executive and Operational groups have been updated for 2026/27 to reflect organisational change.
2.9	The partners have agreed a formal risk-sharing arrangement and the establishment of a £541,000 Better Care Fund Risk Pool. The risk pool will be used to manage financial pressures, support delivery of agreed outcomes, mitigate overspends where appropriate and provide flexibility to address emerging system priorities during 2026/27. The Agreement includes formal risk-sharing arrangements between RMBC and SYICB to manage financial risks associated with the pooled funds, including overspends, underspends and delivery risks, ensuring that both partners are appropriately protected whilst supporting delivery of agreed outcomes.
Key Actions and Relevant Timelines	

3.1	The following key actions and milestones apply: • BCF Executive – Approval and recommendation of the BCF Call-Off Partnership Agreement / Work Order for submission to the Health and Wellbeing Board. • Health and Wellbeing Board (2nd September 2026) – Approval of the Better Care Fund Call-Off Partnership Agreement / Work Order 2026/27. • Formal signing by RMBC and SYICB authorised signatories – Completion of legal agreement and establishment of pooled budget arrangements under Section 75. • Submission of final BCF assurance return.
Implications for Health Inequalities	
4.1	Addressing health inequalities is a core objective of the Better Care Fund (BCF) and is reflected in the allocation of resources across the 2026/27 programme. BCF investment supports preventative, community-based and integrated services that help people remain independent, improve wellbeing and access support earlier.
4.2	Schemes that contribute to reducing health inequalities include social prescribing, proactive care, reablement, intermediate care, carers' support, disabled facilities adaptations and community-based rehabilitation services. These services support vulnerable residents, help prevent avoidable hospital admissions and promote independence within local communities.
4.3	The BCF also supports the development of neighbourhood health services and partnership working, helping to improve outcomes for people with frailty, long-term conditions and complex health and care needs, while reducing variation in access and outcomes across Rotherham.
Recommendations	
5.1	That the Health and Wellbeing Board approves the: (i) Better Care Fund (BCF) Call-Off Partnership / Work Order for 2026/27

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Better Care Fund (BCF) – Call Off Partnership Agreement / Work Order 2026/27

1. OBJECTIVES OF THE SCHEME

The Department of Health and Social Care (DHSC) and NHS England have specifically requested in the BCF Planning Requirements (2026-27) 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 (BCF) has been established by the Government to provide funds to local areas to support the integration of health and social care, meet national BCF funding conditions and to seek to achieve the planning requirements, and Objectives. It is a requirement of the Better Care Fund that the South Yorkshire Integrated Care Board (SYICB) and the Rotherham Metropolitan Borough Council (The Council) establish a pooled fund for this purpose. Partners may wish to extend the use of pooled funds to include funding streams from outside of the Better Care Fund.

2. AIMS AND OUTCOMES

The aims and benefits of the Partners in entering into this agreement are to:

- Improve the quality and efficiency of the services;
- Meet Planning Requirements and Local Objectives;
- Drive integration between the Health and Social Care Economy;
- Make more effective use of resources through the establishment and maintenance of a pooled fund for revenue expenditure on the services.
- Support the development of Neighbourhood Health Services and Integrated Neighbourhood Teams through the delivery of joined-up health, social care and community-based services.

3. THE ARRANGEMENTS

In meeting its duties and responsibilities to develop a pooled arrangement to support the BCF Plan, the Partners (the Council and SYICB), Directorate Leadership Team, BCF Executive Group and Rotherham Health and Wellbeing Board have agreed the establishment of the following pooled arrangements:

Pool 1; Hosted by RMBC; Value of **£35.073m**. This includes the Adults' revenue base budget as well as specific grants i.e. the Local Authority Better Care Grant (previously known as the iBCF) Disabled Facilities Grant.

Pool 2; Hosted by the SYICB; Value of **£20.968m**. This also includes a Risk Pool and the SYICB Discharge Funding.

4. FUNCTIONS

The SYICB 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 shall be commissioned for the benefit of individuals for whom in relation to that service the SYICB 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 and the Council shall each liaise with any relevant neighbouring authority or SYICB in respect of individuals who are the responsibility of either the SYICB 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's base contribution for 2026/27 will be **£29.226m** and the RMBC base contribution will be **£26.815m** as per the table below:

Better Care Fund 2026/27 Budget	2026/27 INVESTMENT			2026/27 SPLIT BY POOL	
BCF Investment	SYICB SHARE £,000	RMBC SHARE £,000	TOTAL £,000	Pool 1 RMBC Hosted £,000	Pool 2 SYICB Hosted £,000
THEME 1 - Mental Health Services	1,652	0	1,652	0	1,652
THEME 2 - Rehabilitation & Reablement	12,937	8,291	21,228	12,282	8,946
THEME 3 - Supporting Social Care	5,292	0	5,292	3,624	1,668
THEME 4 - Care Mgt & Integrated Care Planning	5,132	0	5,132	920	4,212

THEME 5 - Supporting Carers	561	230	791	791	0
THEME 6 - Infrastructure	246	0	246	50	196
Risk Pool	392	0	392	392	0
Local Authority Better Care Grant	541	0	541	0	541
Discharge Funding	0	14,910	14,910	13,630	1,280
Additional ICB Contribution	2,473	3,384	5,857	3,384	2,473
Total	29,226	26,815	56,041	35,073	20,968

Appendix 1 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 and the Executive Director of Corporate Services 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 and RMBC.
- 6.6 The funding streams included in the BCF are shown in the table below:

Allocations	2026/27
	£
Additional LA Contribution	2,352,038
DFG Total	3,938,064
Local Authority Better Care Grant	17,864,126
NHS Minimum Contribution	29,226,279
Grand Total	53,380,507
Underspend from 2025/26	2,661,045

Total Budget	56,041,552
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6.7 The Local Authority Better Care Grant supports:

- Meeting adult social care needs
- Reducing pressures on the NHS
- Supporting people to be discharged from hospital when they are clinically ready
- Supporting a sustainable adult social care provider market

6.8 There is no requirement to spend across all four purposes, or to spend a set proportion on each. However, the Council, the SYICB and partner providers are required to ensure that investment through the Better Care Fund supports the national BCF funding conditions, local planning requirements and wider objectives of the Better Care Fund Framework 2026/27.

6.9 The 2026/27 Better Care Fund Framework requires local partners to work collaboratively to support more integrated and preventative care, particularly for people with complex health and social care needs, helping people to remain independent for longer. Local plans should support the development of neighbourhood health services, improve outcomes from intermediate care and reablement services, reduce avoidable non-elective admissions and delayed discharges, and prevent avoidable long-term admissions to residential and nursing care.

6.10 Rotherham Council, SYICB and partner organisations have agreed a shared approach to the use of Better Care Fund resources that reflects both national policy requirements and local priorities. Investment is focused on supporting people to remain independent within their own homes and communities, reducing avoidable hospital utilisation and ensuring that people receive coordinated care and support in the most appropriate setting.

6.11 This includes delivery of the core Better Care Fund objectives to:

- Enable people to stay well, safe and independent at home for longer.
- Provide the right care in the right place at the right time.
- Support timely discharge from hospital through effective discharge pathways and community-based support.
- Improve outcomes through reablement, rehabilitation and intermediate care.
- Reduce avoidable non-elective hospital admissions and admissions to long-term residential and nursing care.

6.12 Investment continues to support the delivery of Rotherham's Home First approach through a range of integrated health, social care and community

services which promote recovery, maximise independence and reduce reliance on hospital and long-term care provision.

- 6.13 A key priority within the Better Care Fund 2026/27 is supporting people to leave hospital in a timely manner when they are clinically ready and ensuring that appropriate services are available to enable recovery and independence within community settings. The Better Care Fund Framework requires local areas to agree and monitor a specific local goal relating to the reduction of discharge delays and to demonstrate how BCF-funded services contribute to improved discharge outcomes.
- 6.14 In Rotherham, BCF investment supports a Home First approach and contributes to a range of services that facilitate safe and timely discharge, reduce avoidable delays and prevent unnecessary admissions to long-term care. These include intermediate care, reablement services, discharge support services, assistive technology, equipment and adaptations, community-based rehabilitation and short-term care and support arrangements.
- 6.15 Through continued partnership working across health, social care, housing and the voluntary and community sector, local partners will seek to improve patient flow, reduce unnecessary lengths of stay in hospital and maximise opportunities for people to recover and remain independent within their own homes and communities.
- 6.16 In September 2022, the Government announced a commitment of £500 million to support timely and safe discharge from hospital into the community by reducing the number of people delayed in hospital awaiting social care over the winter period. The main focus is on, although not limited to, a 'home first' approach and discharge to assess (D2A).
- 6.17 In accordance with the Better Care Fund Framework 2026/27, these resources form part of the local Better Care Fund pooled budget and are included within the Section 75 Agreement. The funding will be utilised in support of the agreed Better Care Fund plan, promoting independence, reducing avoidable hospital admissions and discharge delays, supporting the development of neighbourhood health services and improving outcomes for people with health and care needs.
- 6.18 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 SYICB in arrears one quarter of the estimated annual costs of the schemes.

7.2 The SYICB will invoice the council in arrears one quarter of the estimated annual costs of the 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 meet their specific financial reporting deadlines.

7.4 The Council and the SYICB 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 **£541,000** 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 and the Executive Director of Corporate 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.

8.6 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.

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.

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 and the Council, expenditure to be made from the scheme otherwise than in respect of the performance of the services identified above is not permitted.

9.2 Both parties will keep proper accounts in relation to the use of the funds for which it is responsible under the agreement. Accounts will be open to inspection at any reasonable time together with all invoices, receipts and any other related documents.

9.3 Both parties will arrange for the funding and related expenditure to be audited by its respective external auditors as part of the accounts process of each organisation.

- 9.4 Monitoring information, financial or otherwise, will be provided as required and in accordance with the agreed format.
- 9.5 All utilisation of the budget and day to day management of services delivery will be subject to each Partner's scheme of reservation and delegation.
- 9.6 The budget will be governed by any regulatory requirements of each Partner as necessary.
- 9.7 Funds will be provided to each organisation in line with its delegated commissioning responsibilities net of VAT implications. Utilisation of funds delegated will then be subject to each partners' relevant VAT regime.
- 9.8 To meet requirements in relation to the preparation of annual accounts SI 2000/617 paragraph 7(6) the host must prepare and publish a full statement of spending signed by the accountable officer or section 151 officer, to provide assurance to all other parties to the pooled budget. This is required to meet the specified timescales for the publication of accounts and should include:
- Contributions to the pooled budget, cash or kind;
 - Expenditure from the pooled budget;
 - The difference between expenditure and contributions;
 - The treatment of the difference;
 - Any other agreed information

10 GOVERNANCE ARRANGEMENTS

- 10.1 The BCF Executive group exists as a sub-group of the Health and Well Being Board and reports into this group. The BCF Executive is primarily the strategic group who set the criteria, parameters, and priorities of the BCF funds, and at a high level monitors the progress of the BCF fund and spending plan. The BCF Operational group creates the plan, but it is signed off firstly by the BCF Executive group and finally by the HWBB.
- 10.2 For the purpose of the BCF Plan for 2026-27, a review of the BCF Executive Group and BCF Operational Group governance arrangements have taken place to ensure that they are fit for purpose and robust. The purpose of the review is to enhance transparency.
- 10.3 The BCF Operational group will present proposals to the BCF Executive group to agree appropriate use of the fund in line with the objectives of the scheme, and ensure the scheme is appropriately transacted.

10.4 Using the governance framework set out below, all partners will monitor the BCF plan effectively ensuring plans are delivered through each scheme.

10.5 The SYICB and the Council have co-terminus boundaries which supports the delivery of good governance. The BCF plan was produced through effective governance mechanisms which have been reviewed and updated to facilitate the implementation and delivery of the BCF plan.

10.6 These mechanisms are known and agreed with all partners within the health and social care sector in Rotherham, and there is a commitment from all, including the Rotherham NHS Foundation Trust (TRFT) and Rotherham, Doncaster and South Humber NHS Foundation Trust (RDaSH) to work within the governance framework.

10.7 Governance Framework

The Health and Wellbeing Board will have overall accountability for the delivery of BCF plan, and for the operation of the delivery of this Section 75 Partnership Framework Agreement they will:

- monitor performance against the BCF Metrics (National/Local) and receive exception reports on the BCF action plan
- agree the Better Care Fund Commissioning Plan
- agree decisions on commissioning or decommissioning of services, in relation to the BCF.

The framework below demonstrates the decision-making structure and how the BCF plan will be delivered.

The management and oversight of the delivery of the BCF plan have been delegated to the BCF Executive Group, chaired by the HWBB chair and including senior representatives from both the Council and SYICB.

The BCF Executive Group is supported by the BCF Operational Group, which is made up of the identified lead officers at the Service Head level for each of the BCF actions within the plan, plus other supporting officers from the Council and SYICB. The BCF Operational Group meets on a quarterly basis and reports directly to the BCF Executive Group.

10.8 BCF Executive Support

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

10.9 Meetings

The BCF Executive Group will meet in accordance with the Better Care Fund national requirements and reporting timetable. Meetings will be arranged to ensure that quarterly reports are reviewed and recommended for approval by the Health and Wellbeing Board (HWBB) prior to submission to the Better Care Fund assurance process. Recognising that national reporting requirements and submission deadlines may change during the year, the timing of meetings will remain flexible to align with the agreed reporting schedule and ensure timely compliance with national requirements.

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

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

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

The minutes of the BCF Operational Group will be a standard agenda item for the BCF Executive Group for information and discussion where appropriate. The BCF Operational Group meets on a quarterly basis. Quorum for these meetings will be a minimum of three Heads of Service or above and at least two representatives from each organisation present. Where a Partner is not present and has not given prior written notification of its intended position on a matter to be discussed, then those present may not make or record commitments on behalf of that Partner in any way. Unless agreed by the Chair in advance, substitutions will not be permitted.

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

10.10 Delegated Authority

The BCF Executive Group is authorised within the limits of delegated authority for its members (which is received through their respective organisation's own financial scheme of delegation) to:

- authorise commitments which exceed or are reasonably likely to lead to exceeding the contributions of the Partners to any Pooled Fund subject to the agreement of a quorate of the Executive; and
- authorise a Lead Commissioner to enter into any contract for services necessary for the provision of Services under an Individual Scheme

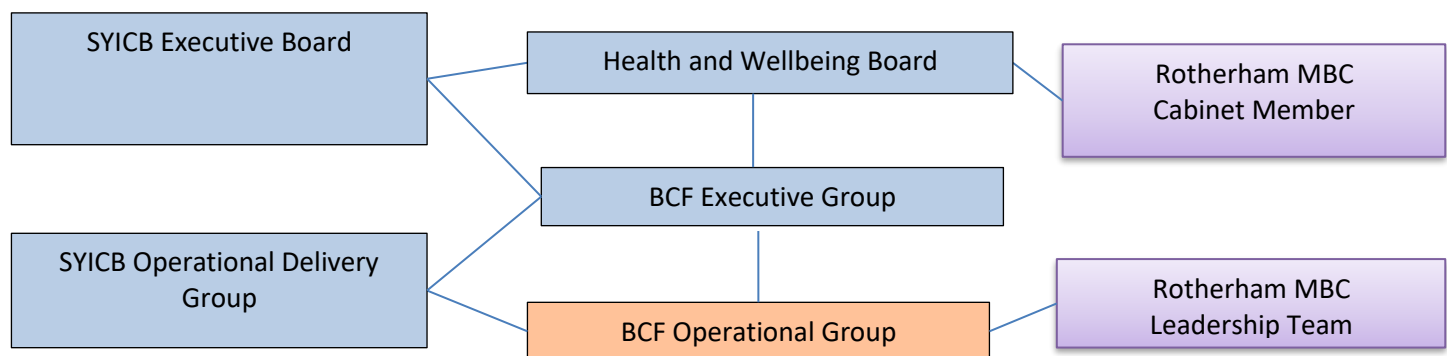
10.11 Information and Reports

Each Pooled Fund Manager shall supply to the BCF Executive Group on a quarterly basis the financial and activity information as required under the Agreement. In addition, in terms of RMBC, BCF spending in a particular Directorate will be part of the standard monthly agenda item on Finance. In essence this will apply to Public Health, Adult Social Care and CYPS.

10.12 Post-Termination

The BCF Executive Group shall continue to operate in accordance with this Schedule following any termination of this Agreement but shall endeavour to ensure that the benefits of any contracts are received by the Partners in the same proportions as their respective contributions at that time.

10.13 BCF Governance - Reporting Structure



11. INTEGRATED PROVIDER PERFORMANCE MANAGEMENT FRAMEWORK

11.1 Purpose

The purpose of the integrated provider performance management framework is to ensure that Partners adopt an integrated outcome focussed, approach 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 and outcomes 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.
- Determining areas for de-commissioning that do longer meet national/local priorities, performance and outcome measures or value for money

11.3 Outline Framework

The performance management framework should incorporate the three processes of Business Planning, Reporting Review and Performance Improvement in relation to joint commissioning.

11.4 Commissioning Business Planning Process

This process consists of integrated commissioning plans, which should set out:

- strategic objectives and key performance measures for 2026/27
- 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 Appendix 1
- 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:

- Outcome measures
- 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.

11.11 SYICB / RMBC BCF Metrics:

As part of the Better Care Fund plan, the national metrics will be monitored by the Council and SYICB.

The Better Care Fund Framework 2026/27 requires local areas to agree local goals for non-elective admissions for people aged 65 and over and average length of discharge delay for acute adult patients. Local areas are also expected to monitor and improve outcomes relating to reablement and long-term admissions to residential and nursing care. The metrics included for 2026/27 are as follows.

- Non elective admissions to hospital for people aged 65 and over per 100,000 population
- Average length of discharge delay for all acute adult patients, derived from:
 - proportion of adult patients discharged from acute hospitals on their Discharge Ready Date (DRD)
 - for those not discharged on their DRD, the average number of days from DRD to discharge
- Long-term admissions to residential and nursing care homes for people aged 65 and over per 100,000 population
- The proportion of people aged 65 and over who were discharged from hospital into reablement and who remained in the community in the 12 weeks following discharge. This is not a mandatory target in 2026-2027, however there is a requirement to work towards it.

Metric descriptions are below.

Table 4 – BCF Metrics Definitions

	Metric	Numerator	Denominator
1	Measure the rate of unplanned (emergency) hospital admissions for people aged 65 and over.	The number of emergency hospital admission spells for people aged 65+.	The ONS mid-year population estimate for people aged 65+.
2	Average length of discharge delay for all acute adult patients Definition: -	This is an average: it is based on the % of adult patients discharged from acute hospitals on their	Non

Metric	Numerator	Denominator
Measures the average delay between a patient becoming ready for discharge and actually leaving hospital.	Discharge Ready Date, multiplied by the average number of days from the DRD to discharge. (Taken from SUS)	
This metric combines: -		
The proportion of patients discharged on their Discharge Ready Date (DRD)		
The average number of days between DRD and discharge for those not discharged on their DRD.		
3 Long-term admissions to residential care homes and nursing care homes for people aged 65 and over per 100,000 population.	The sum of the number of council-supported people (aged 65 and over) whose long-term support needs were met by a change of setting to residential and nursing care during the year. Data from CLD.	Mid-year population estimates for England published by the Office for National Statistics (ONS)
4. The proportion of people aged 65 and over who were discharged from hospital into reablement and who remained in the community in the 12 weeks following discharge.	Number of people aged 65 and over who were discharged from hospital into a reablement service and who were still living in the community 91 days (12 weeks) after discharge from hospital.	Total number of people aged 65 and over who were discharged from hospital into a reablement service during the reporting period and whose outcome at 91 days could be determined.

Non-elective admissions to hospital for people aged 65 and over per 100,000 population

This metric measures the rate of emergency hospital admissions for people aged 65 and over and is a key indicator of how effectively health and care services are

supporting older people to remain independent and avoid unnecessary hospital admission.

Analysis of local performance during 2024/25 and 2025/26 demonstrates stable levels of non-elective admissions amongst people aged 65 and over. Whilst recognising underlying demand and seasonal variation, the 2026/27 planning target applies a 2% reduction to average admissions across the previous two years. Rotherham is currently an outlier with higher rates than our Better Care Fund peer average group. This approach will bring Rotherham more closely in line.

Delivery of this objective will be supported through continued investment in neighbourhood health services, integrated neighbourhood teams, intermediate care, reablement, proactive care, discharge pathways, virtual wards and targeted support for people living with frailty and long-term conditions. These services are intended to support people to remain independent at home for longer, prevent deterioration and reduce avoidable demand on acute hospital services.

Performance against this metric will be monitored through a combination of daily operational oversight and strategic governance arrangements.

The methodology for calculating this metric is published by NHS England and can be found here: <https://digital.nhs.uk/data-and-information/publications/statistical/provisional-monthly-hospital-episode-statistics-for-admitted-patient-care-outpatient-and-accident-and-emergency-data>

Average length of discharge delay for all acute adult patients

This metric replaces the previous BCF discharge performance measure and is based on the new national metric of discharge ready date (DRD). The metric measures how effectively health and social care partners work together to support timely discharge from hospital once a person is clinically ready to leave.

Recent changes to the national methodology make year-on-year comparisons difficult, and benchmarking across South Yorkshire currently demonstrates significant variation in reported performance. Further national guidance is expected during 2026/27 and, as a result, 2026/27 will be used as a baseline year to establish local trajectories and support future improvement monitoring.

The average delay from DRD to discharge over the last year was 4.9 days, with variation observed across individual months. The 2026/27 aim is to increase the proportion of patients discharged on their DRD by up to two percentage points compared with the equivalent month in 2025/26 and to reduce the average discharge delay by approximately half a day, recognising that these trajectories may need to be refined following further national guidance.

Reducing discharge delays will improve patient outcomes, support independence and help ensure that people receive care in the most appropriate setting.

The methodology for calculating this metric is published by NHS England and can be found here: <https://www.england.nhs.uk/statistics/wp-content/uploads/sites/2/2023/12/DRD-Guidance-1.pdf>

Long-term admissions to residential care homes and nursing homes for people aged 65 and over per 100,000 population.

Rotherham's strategic ambition is to support more people to remain independent within their own homes and communities for longer. Better Care Fund investment continues to support services that promote independence, prevent escalation of need and reduce avoidable admissions to long-term residential and nursing care.

A target of 330 admissions was set in 2025/26 and was met with a total of 283 admissions recorded during the year. For 2026/27, a target of 330 admissions has been agreed, equating to a rate of 607 per 100,000 population aged 65 and over and remaining broadly aligned with regional benchmarking. The target has been informed by local modelling, service intelligence and anticipated demographic pressures, balancing the ambition to maintain positive performance with recognition of increasing demand and complexity of need.

Adult Social Care continues to operate a strengths-based and Home First approach, with all decisions regarding long-term residential and nursing care placements subject to review through the Strength-Based Eligibility Forum to ensure that the least restrictive and most appropriate options are considered first. Around 70% of people admitted to long-term care receive home-based support services prior to admission, demonstrating the impact of investment in community services in supporting independence and delaying progression to residential care.

Delivery of this ambition will be supported through a Home First approach and ongoing BCF investment in reablement, rehabilitation, intermediate care, domiciliary care, assistive technology, equipment and adaptations, and wider community support services. These investments are intended to help people maintain independence and reduce reliance on long-term institutional care.

Proportion of people aged 65 and over discharged into reablement who remain in the community 12 weeks following discharge

This is a new Better Care Fund metric for 2026/27 and, whilst not a mandatory target, local partners are expected to monitor performance and support continuous improvement. The metric measures the effectiveness of reablement services in helping older people regain independence following a hospital stay and remain living within their own home or community setting. It is a key indicator of the impact of

intermediate care, rehabilitation and Home First services in reducing dependence on long-term health and social care support.

During 2025/26, the Council redesigned its Enablement Service, introducing new leadership arrangements and additional investment to strengthen service delivery, improve patient flow through reablement pathways and support more timely reviews of people's progress.

Further work will be undertaken during 2026/27 through the Intermediate Care Review to better understand productivity, capacity and demand across the system and to inform future service development and resource allocation. Local partners will continue to monitor performance through Client Level Data (CLD), Better Care Fund reporting and benchmarking activity, recognising the need to further strengthen data quality, consistency and timeliness.

12. NON-FINANCIAL RESOURCES

Non-financial contributions to the Schemes are confined to current support for joint and integrated commissioning and financial management 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	Email Address
SYICB	Chief Finance Officer	Riverside House Main Street Rotherham S50 1AE	Roxanna.Naylor@nhs.net
RMBC	Head of Finance – (Adults, Public Health and Housing)	Riverside House Main Street Rotherham S60 1AE	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
Signature		
Date of signature		
Name of signatory (print)	Chris Edwards	Anthony Fitzgerald
Title or role of signatory (print)	Chief Executive NHS South Yorkshire Integrated Care Board	Chief of Strategy and Delivery

Appendix 1 – Detailed BCF Schemes

Better Care Fund Budget 2026-27	Budget 2025-26	Investment (+) / Disinvestment (-)	ICB Uplifts	2025/26 Underspend b/f	Budget 2026-27
	£,000	£,000	£,000	£,000	£,000
THEME 1 - Mental Health Services					
Adult Mental Health Liaison	1,630		22		1,652
THEME 2 - Rehabilitation & Reablement					
Falls Service	545		4		549
Home Enabling Services:					
Reablement	1,087				1,087
Pressures on Domiciliary Care Budgets	758				758
Community Stroke Service	610		4		614
Community Neuro Rehab	188		1		189
Breathing Space	2,133		16		2,149
Otago	20				20
Mediquip (Wheelchairs & Equipment)	2,027		217		2,244
Community OT	940		4		944
Disabled Facilities Grant	5,364	(1,426)		2,001	5,939
Age UK Hospital Discharge	173		(4)		169
Stroke Association Service	59		(4)		55
Intermediate Care Pool:					
Therapy & Nursing cover to support vulnerable patients and Fast Response team	125		1		126
Intermediate Care/surge Beds (LH/DC)	1,920				1,920
Intermediate Care beds (30) - Davies Court	1,039		7		1,046
Home first	905		7		912
Intermediate Care 24 Beds - Althorpe	1,540		11		1,551
Intermediate Care Therapy (TRFT)	420		3		423
RDASH Therapies	108		1		109
GP Support - medical cover	36				36
Other Intermediate care (TRFT)	385		3		388
THEME 3 - Supporting Social Care					
Direct Payments:					
Direct Payments/ Personal Budgets (Physical Disabilities)	396				396
Direct Payments (Older People)	526				526
Direct Payments (Learning Disabilities)	315				315
Direct Payment Support	46				46
LD Supported Living	410				410
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
Free Nursing Care	1,585		83		1,668
THEME 4 - Care Mgt & integrated Care Planning					
Pro-active Care	1,172				1,172
Care Home Support Service	328		2		330
Hospice - End of Life care	1,024		7		1,031
Social Prescribing	741		(10)		731
Social Work Support (A&E, Case management, Supported Discharge):					
Single Point of Access	100				100
Integrated Rapid Response (TRFT)	120		1		121
Integrated Discharge Team	433				433
Early Planning Team - Localities	230				230
Mental Health Crisis Team	36				36
Care Co-ordination Centre	941		7		948

Better Care Fund Budget 2026-27	Budget 2025-26	Investment (+) / Disinvestment (-)	ICB Uplifts	2025/26 Underspend b/f	Budget 2026-27
	£,000	£,000	£,000	£,000	£,000
THEME 5 - Supporting Carers					
Carers Support Service:					
Carers Strategy	467	(230)		230	467
Carers Emergency Service	23				23
Direct Payments (Older People Carers)	251				251
Crossroads	50				50
THEME 6 - Infrastructure					
Senior Commissioning Officer	50				50
Rotherham Health Record	196				196
RISK POOL					
Left Shift and Neighbourhood (new investment)			392		392
Risk pool	500		41		541
Local Authority Better Care Fund (previously known as the IBCF)					
Adaptation of Liquid Logic to support care pathways	60				60
Urgent and Emergency Care Programme Manager	85				85
Health Inequalities -Public Health	60				60
Health Inequalities - Trust - Public Health Consultant	30				30
Place Band 7 Capacity Manager	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	55				55
Perform Plus	48				48
Reablement - 2 posts	87				87
Spot purchase reablement beds	107				107
Mediquip (RMBC Revenue contribution)	92				92
Escalation Wheel	12				12
HealthWatch new contract	60				60
Joint Band 7 and Band 4 Health and Social Care Roles (ICB)	50				50
Virtual Wards (ICB)	47				47
Winter Pressures/Other Grant Income					
Tactical Brokerage	110				110
Winter Monies (ICB)	500				500
Integrated Discharge Team	225				225
Early Planning Team	237				237
Additional Winter Capacity	273				273
					0
IBCF Balance b/fwd (non- Recurrent):	0				0
- Additional Social Work Capacity - continuation from 23/24	0				0
- RMBC 2025/26 Underspend	287	(287)		219	219
- Crisis Support (ICB)	200	(200)		200	200
- Care Home Trusted Assessor Gap in Provision	5	(5)			0
- Doccla Remote tech for Virtual Wards	9	(9)			0
- Athorpe deficit in recurrent funding and cost of service uplifts	84	(84)			0
- ECHO Training for Care Homes	20	(20)			0
- To be identified ICB	11	(11)		11	11
					0
Adults Discharge Funding (RMBC)					
2025/26 Discharge Grant Allocation	3,384				3,384
ICB (Rotherham Place) Discharge Funding					
2025/26 Discharge Grant Allocation	2,473	0			2,473
Additional ICB Minimum Contribution to ASC		0			0
Additional ICB Minimum Contribution to remaining		0			0
Grand Total	54,836	(2,272)	816	2,661	56,041

Appendix 2 – Terms of Reference for BCF Executive and Operational Groups

ROTHERHAM METROPOLITAN BOROUGH COUNCIL ADULT CARE, HOUSING AND PUBLIC HEALTH NHS SOUTH YORKSHIRE INTEGRATED CARE BOARD (ROTHERHAM PLACE) BETTER CARE FUND (BCF) EXECUTIVE GROUP

Purpose of the Executive Group
The purpose of the Better Care Fund (BCF) Executive Group is to take responsibility for the delivery of the Better Care Fund Plan for Rotherham, the strategic operation and delivery of the Framework Partnership Agreement, and the development of the strategy, priorities, parameters and investment framework for the Better Care Fund. The Executive Group will provide strategic oversight of the delivery of the Better Care Fund Plan, ensuring alignment with the Better Care Fund Framework 2026/27, neighbourhood health development, integration objectives and the priorities of the Rotherham Health and Wellbeing Strategy. The Group will oversee the effective use of Better Care Fund resources to support integrated and preventative health and social care services, improve outcomes for local people, promote independence, support timely discharge from hospital, reduce avoidable hospital admissions and admissions to long-term residential and nursing care, and deliver value for money. The Executive Group will make recommendations regarding the strategic direction, performance, governance and management of the Better Care Fund to the Health and Wellbeing Board (HWBB) and is established as a formal sub-group of the HWBB.

Functions of the Executive Group
• Take responsibility for the fund's feasibility, business plan and achievement of outcomes; • Defining and realising benefits and budgetary strategy • Monitor delivery of the Better Care Plan through quarterly meetings • Ensure performance targets are being met • Ensure schemes are being delivered and additional action put in place where the plan results in unintended consequences • Undertake an annual review (“Annual Review”) of the operation of this Agreement • Undertake or arrange to be undertaken a review of each Pooled Fund, Non-Pooled Fund and Aligned Fund and the provision of the Services within 3 Months of the end of each Financial Year. • Arrange or oversee the production of a joint annual report- to be presented to the Executive Group within 20 Working Days of the presentation of the annual review ensure the fund's scope aligns with the requirements of the stakeholder groups. • Address any issue that has major implications for funding; • Keep the fund scope under control as emergent issues force changes to be considered.

- Reconcile differences in opinion and approach and resolve disputes arising from them.
- Report quarterly to HWBB, and
- Take responsibility for any corporate issues associated with the fund.
- Monitor spending plans and ensure Better Care Fund investment demonstrates value for money, supports system productivity and contributes to improved outcomes across health and social care services

In the event that the Partners are unable to demonstrate compliance with the Better Care Fund national funding conditions, planning requirements or agreed local performance goals, the Partners shall work collaboratively with NHS England, the Department of Health and Social Care and other relevant partners to develop and implement an agreed recovery plan where required.

The role of the individual members of the BCF Executive Group Fund Board includes:

- Understand the strategic implications and outcomes of initiatives being pursued through fund outputs.
- Appreciate the significance of the fund for stakeholders and ensure the requirements of stakeholders are met by the fund's output.
- Be an advocate for the fund's outcomes.
- Have a broad understanding of fund management issues and the approach being adopted
- Help balance conflicting priorities and resources
- Review the progress of the fund, reviewing outcomes and value for money to maximise the impact of the Rotherham pound.
- Check adherence of fund activities to standards of best practice, both within the organisation and in a wider context
- To ensure the customer journeys/experience are delivering increased customer satisfaction as shown by the delivery of the measures, I-statements and the plan.

Chair

The meeting will be chaired by the Cabinet Member chairing the HWBB, with the SYICB Lead as co-chair.

Membership of the Executive Group

Elected Member/Chair of HWBB – Councillor Baker Rogers
 SYICB Executive Place Director - Anthony Fitzgerald
 SYICB Director of Partnerships / Deputy Place Director – Claire Smith
 SYICB Director of Financial Transformation (Rotherham) – Roxanna Naylor
 SYICB / RMBC Health and Care Portfolio Lead, Transformation and Delivery – Steph Watt
 RMBC / SYICB (Strategic Commissioning Manager (Joint Commissioning) – Siobhan Buxton
 RMBC Executive Director of Adult Care, Housing and Public Health – Ian Spicer
 RMBC Director of Public Health – Emily Parry-Harries

RMBC Service Director, Strategic Commissioning – Scott Matthewman RMBC Service Director, Adult Care and Integration – Kirsty Littlewood RMBC Head of Finance (Adult Care, Housing and Public Health) – Gioia Morrison Both parties will call in relevant officers such as RMBC Finance Manager (Adult Care and Public Health) for specific topics where required.

Quorate

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

Frequency of Meetings

Quarterly

Co-ordination of Meetings

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

Governance

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

Key Deliverables

- | |
|---|
| <ul style="list-style-type: none"> • Ensure that the financial reporting framework is adhered to. • To be responsible for maintaining the risk register and ensuring risk mitigation plans are in place. • Recommend actions and deliver reports to the HWBB. • Oversee the completion and submission of Better Care Fund assurance returns and associated reporting requirements. • Monitor delivery of local Better Care Fund goals and trajectories. • Review value for money, productivity and outcomes achieved through Better Care Fund investment. |
|---|

**ROTHERHAM METROPOLITAN BOROUGH COUNCIL
ADULT CARE, HOUSING AND PUBLIC HEALTH
NHS SOUTH YORKSHIRE INTEGRATED CARE BOARD (ROTHERHAM PLACE)
BETTER CARE FUND (BCF) OPERATIONAL GROUP**

Purpose of the Group
To oversee the delivery of the Better Care Fund Plan for Rotherham according to national and locally agreed objectives, making recommendations to the Better Care Fund Executive Group to ensure effective action and implementation of the plan
Functions of the Group
• To provide the forum for BCF accountable operational leads to co-ordinate the delivery of the BCF Performance Measures and BCF Action Plan. • To create the funding plan to be then signed off by the Executive group. • To ensure Better Care Fund investment demonstrates value for money, supports system productivity and contributes to improved outcomes across health and social care. • Identifying areas for future investment and dis-investment according to national and local priorities, making recommendations to the Executive Group • To ensure that effective performance management of the BCF Performance Measures and outcomes takes place and where performance is not meeting targets appropriate and timely action is taken. • To ensure the effective delivery of the BCF action plan at operational level and allow for necessary operational partnership discussions to take place to meet the outcomes of the plan. • To ensure that the accountable leads of the BCF performance measures and the BCF action plan are collectively discussing their progress and key actions. • To identify which areas progress and performance need to be reported on and report by exception to the BCF Executive Group. • To monitor compliance with the Better Care Fund national funding conditions, planning requirements and assurance requirements and escalate any risks to the BCF Executive Group. • To co-ordinate partner activity within the BCF Plan, ensuring that all elements of the plan are linked together to deliver positive outcomes. • To ensure the Rotherham BCF Scorecard is updated on a quarterly basis and to circulate to the Executive. To review risk and to oversee the implementation of mitigating action plans. • To ensure the customer journeys/experience are delivering increased customer satisfaction as shown by the delivery of the measures, i-statements and the plan. • To support delivery of the Better Care Fund's contribution to Neighbourhood Health Services, including integrated neighbourhood teams, intermediate care, reablement and support for people with frailty and complex health and care needs.
Chair

The meeting will be co-chaired by the SYICB Director of Financial Transformation and the Council Service Director, Strategic Commissioning.

Membership of Group

SYICB Director of Financial Transformation (Rotherham) (co-Chair) – Roxanna Naylor
 RMBC Service Director, Strategic Commissioning (co-Chair) – Scott Matthewman
 SYICB / RMBC Head of Service Urgent and Community Care – Steph Watt
 RMBC Finance Manager (Adult Social Care and Public Health) – Avanda Mitchell
 RMBC Head of Service – Access and Prevention – Jayne Metcalfe
 RMBC Public Health Consultant - Gilly Bremner
 RMBC Performance and Business Intelligence Service Manager - Deborah Johnson
 RMBC/SYICB Strategic Commissioning Manager (Joint Commissioning) – Siobhan Buxton
 SYICB Senior Data Analyst – Richard Flint
 RMBC – Performance and Business Manager - Dominic Ambler
 Both parties will call in relevant officers for specific topics where required.

Quoracy

Quorum for these meetings will be 3 representatives from each of the organisations, with a minimum of 6 members present

Frequency of Meetings

Quarterly

Co-ordination of Meetings

Strategic Commissioning Manager, RMBC / SYICB will coordinate.

Governance

Each organisation maintains accountability for service specific operational delivery.
 The group will report to the BCF Executive Group.
 This does not replace existing performance management and accountability mechanisms but will provide a specific focus and bring coordination to the BCF targets, outcomes and actions.

Key Deliverables

- Maintain financial reporting framework.
- Maintain a risk register appropriate to the level of group operation.
- Monitor outcomes and key deliverables identifying opportunities for investment/dis-investment
- Coordinate the completion of Better Care Fund assurance returns, performance reports and statutory reporting requirements for submission through the Health and Wellbeing Board and national Better Care Fund assurance processes.

- To monitor performance against the locally agreed Better Care Fund goals for non-elective admissions and discharge delays and oversee improvement activity relating to reablement outcomes and long-term residential and nursing care admissions.

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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
Name	Rotherham Metropolitan Borough Council (RMBC)	NHS South Yorkshire Integrated Care Board (SYICB)
Current address for notices	Riverside House, Main Street, Rotherham, S60 1AE	Riverside House, Main Street, Rotherham, S60 1AE
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'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	It is an NHS body with responsibility for commissioning health services under the 2006 Act in Rotherham.
1.3	Why the Participants are establishing this Framework	From time to time the Participants may wish to enter into Call-off Partnerships for the commissioning of services in relation to any of the following: • Council Functions; and/or • SYICB Functions.
1.4	Purpose of this Framework Agreement	• To set out the following: - This contractual terms in relation to the Framework generally; and - The contractual terms of each Call-off Partnership, in addition to the other documents described in item 2.6. • To enable the Participants to pool funds and to align budgets as agreed between the Participants.
1.5	Powers of the Participants	The Participants each enter into the 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	• 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 • This Framework Agreement; and • Each Call-off Partnership from time to time.	• £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: • 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: • 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: • 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: • 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: • 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: • 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
Signature		
Date of signature		
Name of signatory (print)		Anthony Fitzgerald
Title or role of signatory (print)	Chief Executive, RMBC	SYICB Executive Place Director

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	There is no expiry date of the Framework. The Framework continues until the first of the following occurs: • The Participants agree in writing to end the Framework. In this case, the end date is the date on which the Participants agree in writing that the Framework is to end. • Either Participant communicates to the other Participant in writing that the relevant Participant wishes to discontinue the Framework. The relevant Participant is not required to give a reason for making the communication. In this case, the end date is the date on which the relevant Participant requests the Framework to end. • There is a change in the Law resulting in the Participants being no longer able to enter partnerships for the commissioning of goods, services and/or works.
4.2	Whether the end of the Framework in itself results in the end of any Call-off Partnership then in place	No. That Call-off Partnership continues until it ends according to item 4.3.
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	On the first of the following to occur: • Any expiry date indicated in the relevant Work Order (as extended by written agreement of the Participant); or • The effective date of any early termination of the Call-off Partnership, if that Call-off Partnership is terminated early: - By a Participant unilaterally under the terms of this Framework Agreement or under the relevant Work Order; or - By written agreement of the Participants.
(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:	• 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** under a particular Call-off Partnership when the Participants enter into that Call-off Partnership

It delegates to the SYICB those Council Functions if any

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

The SYICB Accepts that delegation; and

- On such acceptance, agrees to exercise those Health-Related Functions in conjunction with the SYICB's Functions.

- 9.2 What the **SYICB** 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 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 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	- 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	- 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	• 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	• 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	The Host Participant will be obliged to keep the Partnership Board informed of: • Any adverse complaints/legal challenges that impact or impede the operation of the Call-off Partnership • Specific statistical information as agreed between the Host Participant and the Partnership Board
17.5	How a Host Participant must carry out its responsibilities in relation to a relevant Call-off Partnership	It must do so as follows: • 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 Procurement Act 2023, 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	• 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 and Social Care (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 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 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 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 (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

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

(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.

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	Only those approved by the Partnership Board as being 'joint expenses' of the Partnership - Where the Host Participant incurs the expense with a third party; and - Where that expense is incurred for the joint benefit of the Participants generally.
	(d) For a Participant's Losses resulting from any Claim made or threatened against that Participant separately by a third party where all of the following apply	
	(i) About the claimant	It can be anyone other than - Any Affiliate of that Participant; and/or - The other Participant and/or its Affiliate.
	(ii) To what the Claim must relate	Where the Claim relates to, or is the consequence of, either or both of the following: - That Participant's own acts or failures to act (and/or those of X's separate agents) in connection with the relevant Call-off Partnership. - Acts or failures to act by anyone else in activities connected with the Call-off Partnership (e.g. a Relevant Provider etc.).
	(iii) Obligations of the relevant Participant if it wishes to claim the reimbursement under item 28.1	The relevant Participant must be able to demonstrate it has taken reasonable steps to mitigate its relevant Losses for which it seeks reimbursement.
	(iv) Exception	This item (d) does not apply to the extent the act (or failure to act) by the relevant Participant and/or by anyone else is the result of a Deliberate Default of the relevant Participant.
28.3	Whether a Participant's right to reimbursement under this section 28 continues after the end of the relevant Call-off Partnership	The right to reimbursement still applies for the benefit of the Participant even if its claim for reimbursement is first made or threatened after the end of the relevant Call-off Partnership.

Partnership Board and governance

29. Governance arrangements

29.1 Governance arrangements for a particular Call-Off Partnership (e.g. nature of any board arrangements to govern the Call-Off Partnership according to the powers indicated in item 31.1)

As indicated in the relevant Work Order.

30. Partnership Board – composition

30.1 Number of representatives of each Participant on the Partnership Board

As indicated in the relevant Work Order.

30.2	How each Participant appoints its representative on the Partnership Board from time to time	- Each Participant may select any individual (as it chooses) to be its representative on the Partnership Board from time to time. - If a Participant's representative is unable to attend Partnership Board meetings or other Call-off Partnership activities for any reason (e.g. illness, holidays, competing work demands, he/she has a personal conflict of interest on a particular matter), the relevant Participant may appoint anyone else to be a temporary replacement. That individual shall be considered a member of the Partnership Board for this temporary period.
30.3	Which Participant is to provide administration support to the Partnership Board	As indicated in the Work Order of a relevant Call-Off Partnership, unless otherwise decided from time to time by a resolution of the Partnership Board.

31. Partnership Board powers

31.1	Powers of the Partnership Board	To manage the affairs generally of the Framework and each Call-off Partnership in place at the time. To make decisions on any matter affecting the Framework and each Call-off Partnership in place at the time, including the Reserved Matters indicated in section 36.
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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	At least one of the following - By a simple majority of votes cast by the Partnership Board members in attendance at a validly called Partnership Board meeting, - By each member of the Partnership Board signing a single document (or across a number of documents) containing the relevant decision, indicating the date and time of his/her signature. The decision is passed when the last member of the Partnership Board signs.
32.3	Consequence of a Partnership Board resolution	Each Participant is legally bound to comply with it, unless either of the following applies - It is later overridden by a later Partnership Board resolution. - Each other Participant agrees in writing that the relevant Participant is not legally bound to comply with the Partnership Board resolution.

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

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

(a)	Location	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)	• 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	• 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)	Each one is eligible to attend. Exception: • Where the individual personally has a conflict of interest on a matter which the Partnership Board is considering. • In this case, the relevant Participant which he/she represents must (if it wishes to be represented at the meeting or part of it) temporarily appoint a replacement in his/her place for the purposes of considering the relevant matter.
33.6 Observers: each Participant may send observers to attend Partnership Board meetings, acting reasonably, and subject to all of the following (a) Conflict of interest (b) Confidentiality (c) Space (d) Voting (e) Speaking	The relevant Participant must not knowingly allow its observer to remain in any part of a meeting where the observer has a conflict of interest on any of the matters under discussion. The relevant Participant must ensure the observer is appropriately bound to observe confidentiality obligations to the other Participant and its Affiliates (e.g. in a separate confidentiality agreement, in his/her employment contract, as reasonably required by the other Participant). The relevant Participant must have reasonable regard to room space when inviting observers. The observer is not entitled to vote at a relevant meeting. The observer is not entitled to speak at the relevant meeting, unless permitted by the representatives of the Participants: • Who are eligible to vote at the meeting; and • Who are at the meeting.
33.7 Holding meetings of the Partnership Board electronically (e.g. conference calls etc.) (a) When meetings of the Partnership Board must be held electronically according to this item 33.7 (b) How electronic meetings are to be held (c) Consequences if meetings of the Partnership Board which are held electronically under this item 33.7	By agreement of the Participants. Neither Participant may refuse the other Participant's request for a meeting to be held this way without good reason. By any suitable electronic means (e.g. by telephone, videoconferencing, over a computer etc.) where the attendees can hear each other (or where what is said is communicated in another suitable method for the benefit of anyone with impaired hearing). The individuals taking part in the meeting shall be regarded as if they were physically present for all purposes (e.g. determining whether a quorum is met).
33.8 General obligations: each Participant must direct its respective representatives to do the following in relation to meetings of the Partnership Board from time to time (a) Prepare	To prepare properly for the meeting.

(b)	Attend	To attend the meeting.
(c)	Absence	To give advance notice to the chairperson of any absence, where reasonably possible.
(d)	Conflict of interest	To declare any personal conflict of interest on any matter under consideration from time to time.
(e)	Personnel	- 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	- 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	At least one of the following applies: • The decision or other act is later accepted by Partnership Board resolution or agreement in writing of the Participants; and/or • The other Participant has not raised a complaint about the decision or other act according to item 35.5.
35.5	All of the following requirements apply if the other Participant ('X') wishes to raise a complaint in relation to the act of the Host Participant for the purposes of item 35.4(c)	
(a)	How X raises the complaint	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	
35.7	The Host Participant does not have Individual Authority to make any decision or carry out any act purportedly on behalf of the Partnership if and to the extent any of the following applies to that Participant's act • Except to the extent the Participants otherwise lawfully agree in writing • (each of the following to be read independently)	
(a)	Outside scope	The act is not reasonably incidental to the scope of activity of the relevant Call-off Partnership according to section 10.
(b)	Joint	The act is not intended for the benefit of the Participants collectively.
(c)	Breach of Partnership Board resolution or agreement in writing of the Participants	The act is contrary to any Partnership Board resolution or agreement in writing of the Participants in place at the time (excluding trivial and technical breaches).
(d)	Breach of Framework Agreement	The act is in breach of this Framework Agreement (excluding trivial and technical breaches).

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

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

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

It shall be regarded as X's own separate liability.
X must indemnify each other Participant for their respective Losses arising as a result of any Claim made or threatened against them respectively in relation to such debt or other liability.
No.
It is subject to item 35.9.
These consequences do not apply to X's act to the extent all of the following apply • The unlawful act involves a technical breach of the Law. • It would not be reasonable in the circumstances to have expected X to have done either of the following before carrying out the act: - Known of the breach before carrying out the act, or - Taken appropriate legal advice on the matter. • Either of the following applied before X carried out that act: - X had not been given advice to the effect that the act is unlawful; or - X had been given advice from an appropriately qualified person that the act is not unlawful.

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

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

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

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

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

36. Reserved Matters

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

37. Deadlocks

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

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	• 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	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 Indicate • 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	- 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	- 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)	The Recipient - Must keep that Confidential Information strictly in confidence, and - Must not disclose it or make it available to third parties.
(b)	Not to misuse	- 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**

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

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

(b) Data Protection Impact Assessment

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

(c) Protective Measures

Technical and organisational measures for the purposes of item 47.7.

(d) Processed Personal Data
in relation to a Relevant Controller

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

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

(e) Relevant Controller
each of the following in relation to Processed Personal Data where it is the Controller

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

(f)	Relevant Processor	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 • 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	• 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)	Reasonable, lawful, relevant and adequately communicated policies and/or instructions of the Relevant Controller from time to time in connection with the Processing of the Processed Personal Data. The Relevant Processor's own relevant policies in place from time to time. • In any case, relevant Law, particularly the Data Protection Legislation, including where relevant all of the data protection principles indicated in the Data Protection Legislation. • This overrides any other obligation elsewhere in this section 47 to the extent of any inconsistency.
(a)	Policies, instructions	
(b)	Relevant Processor's policy	
(c)	Law	

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

As indicated in item 47.18 in relation to certain requests, complaints and other communications.

(b) Unauthorised access

Any incident of unauthorised access to that Processed Personal Data.

(c) Data Loss Event

A Data Loss Event in relation to the relevant Processed Personal Data.

(d) Breach

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	<table> <tr> <td data-bbox="202 277 780 367">(a) Deadline by which the Relevant Processor must inform the Relevant Controller</td><td data-bbox="796 266 1501 725"> 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. </td></tr> <tr> <td data-bbox="202 736 780 871">(b) Information the Relevant Processor must provide the Relevant Controller (all of the following to the extent relevant)</td><td data-bbox="796 725 1501 1263"> • 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. </td></tr> <tr> <td data-bbox="202 1263 780 1397">(c) Further obligations of the Relevant Processor in relation to its obligations to inform the Relevant Controller under this item 47.9</td><td data-bbox="796 1263 1501 1509"> • 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 </td></tr> </table>	(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
(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)	<table> <tr> <td data-bbox="202 1800 780 1933">(a) Assist</td><td data-bbox="796 1789 1501 1933"> 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. </td></tr> <tr> <td data-bbox="202 1933 780 2067">(b) Preventative steps</td><td data-bbox="796 1933 1501 2067"> 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. </td></tr> </table>	(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.		
(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	The Relevant Processor must not disclose any information about the relevant event or circumstance to a Data Subject, the Information Commissioner (or other regulatory or law enforcement body) or anyone else except to the extent: • The Relevant Controller permits the disclosure in writing. • The disclosure is to the Relevant Controller or its other authorised agents. • The Relevant Processor is required to make that disclosure by Law.
(d)	If notification of the relevant event or circumstance is required under the Data Protection Legislation	The Relevant Processor must do the following • Give the Relevant Controller reasonable assistance in preparing that notification. • Reimburse the Relevant Controller for its reasonable and sufficiently evidenced costs in giving that notification. The Relevant Processor must do so no later than 30 days after the Relevant Controller's written demand. Exception where the Relevant Processor is not obliged to comply with the above obligations: where the relevant event or circumstance is substantially caused by the negligence or deliberate misconduct of the Relevant Controller and/or its separate agents.
(e)	Investigate	The Relevant Processor must investigate the relevant event or circumstance.
(f)	Mitigate harm	• The Relevant Processor must take reasonable action (within its reasonable power and in accordance with the Relevant Controller's reasonable instructions) to mitigate the harm the relevant event or circumstance may cause to the relevant Data Subjects and/or the Relevant Controller. • The Relevant Processor must keep records of any such action which it takes.
(g)	No offer of remedy	The Relevant Processor must not offer any remedy to any Data Subject in relation to the relevant event or circumstance without the Relevant Controller's prior written consent.
(h)	Comply with Law	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.
47.11	How the Relevant Processor must inform the Relevant Controller if required to do so anywhere in this section 47	As directed by the Relevant Controller from time to time, acting reasonably.

47.12 Assistance which the Relevant Processor must give the Relevant Controller in relation to the Processed Personal Data	The Relevant Processor must give the Relevant Controller reasonable assistance to for any of the following purposes • To enable the Relevant Controller to meet its obligations in relation to the Processed Personal Data under Law, particularly the Data Protection Legislation. • To enable the Relevant Controller to respond to any request, complaint or other communication received by the Relevant Controller and/or the Relevant Processor relating to the Processing of the Processed Personal Data by the Relevant Processor and/or its Sub-processor. This request, complaint or other communication may come from - The relevant Data Subject; and/or - The Information Commissioner or other regulatory or law enforcement body. - Any person not described above who is entitled by Law to a response to its request, complaint or other communication.
47.13 When the Relevant Processor must give the Relevant Controller, the assistance described in item 47.12	• 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.
47.14 How the Relevant Processor's costs in providing the assistance described in item 47.12 are to be met	The Relevant Controller must reimburse the Relevant Processor for the Relevant Processor's reasonable and sufficiently evidenced costs in providing that assistance.
47.15 Examples of assistance which the Relevant Processor must provide for the purposes of item 47.12 • Each of the following • In relation to any Processed Personal Data which the Relevant Processor and/or its Sub-processor is then Processing for the purposes of a particular Call-off Partnership • To the extent relevant in the circumstances • Not an exhaustive list of the assistance the Relevant Processor must provide for the purposes of item 47.12	
(a) Supplying Processed Personal Data	Supplying the Relevant Controller, at its request, with any of the relevant Processed Personal Data.
(b) Requests, complaints or other communication	As indicated in item 47.18 in relation to cooperation required in relation to any requests, complaints, communications etc.
(c) Assessment of operations	Providing the Relevant Controller an assessment of the necessity and proportionality of the Processing operations in relation to the Processed Personal Data.
(d) Risk assessment	Providing a risk assessment in relation to the rights and freedoms of Data Subjects.

(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	Providing the Relevant Controller with reasonable assistance as requested by the Relevant Controller with respect to any of the following insofar as it relates to the Processed Personal Data - Any request from the Information Commissioner (or other regulatory body exercising its functions as such) - Any consultation by the Relevant Controller with the Information Commissioner (or other regulatory body exercising its functions as such).
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	- 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	- 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	The Relevant Processor must not host or otherwise transfer any Processed Personal Data outside of the European Economic Area (or the area comprising the United Kingdom and the European Economic Area, if the United Kingdom is not in the European Economic Area at the time) unless both of the following apply: • The Relevant Processor has the written consent of the Relevant Controller. • All of the conditions in item 47.21 are met.
47.21 Conditions for the purposes of item 47.20 (all of these must be met)	
(a) Safeguards	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	If requested by the Relevant Controller in writing, the Relevant Processor (or Sub-processor where relevant) has become legally bound (in favour of the Relevant Controller and its Affiliates) to • The standard contractual clauses applicable to the hosting or other transfer of Personal Data between Controllers and Processors as set out in the European Commission decision of February 5, 2010 (C (2010) 593), as amended; or • Such other contractual clauses approved by the Relevant Controller (such approval not to be unreasonably withheld where these other contractual clauses provide at least equivalent protection to the Processed Personal Data.

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

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

- (all of the following)

(a)	Level of access	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	The Relevant Processor must comply with all of the following to the extent requested to do so in writing by the Relevant Controller, acting reasonably: • The Relevant Processor must make relevant Personnel the Relevant Processor expects to have access to such system from time to time in connection with the Services undergoes any training supplied by the Relevant Controller in relation to the access and use of the system. • The Relevant Processor must not give such access to such system to any Personnel who has not completed that training to the reasonable satisfaction of the Relevant Controller.
(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	The Relevant Processor must ensure all of the following • That the individual has been informed of the confidential nature of the Processed Personal Data. • That the individual has undertaken adequate training in the use, care, protection and handling (or the like of any of these) of the relevant Processed Personal Data.

	(h) Not to breach confidentiality	The Relevant Processor must ensure the individual does not disclose or publish (or the like of any of these) any of the relevant Processed Personal Data to any third party except to the extent: • Permitted elsewhere in the terms of a particular Call-off Partnership. • Required by Law. • Instructed by appropriate Personnel of the Relevant Controller.
	(i) Removal	The Relevant Processor must promptly discontinue a member of its Personnel's access to, and/or involvement in, the Processing of, any Processed Personal Data if • The Relevant Processor is aware of circumstances that reasonably indicate that the individual is not a fit and proper person to have such access and/or involvement; and/or • The Relevant Controller requires the Relevant Processor to discontinue that individual's access or involvement in that Processing where either of them first becomes aware of those circumstances.
47.23	Record keeping obligations of the Relevant Processor	• 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	The Relevant Processor is not obliged to comply with item 47.23 if from time to time the Relevant Processor employs fewer than 250 employees Exception where the Relevant Processor is required to comply with item 47.23 if even if it has fewer than 250 employees: if the Relevant Controller (or the Relevant Controller on its behalf if it is not the Relevant Controller in relation to the Processed Personal Data) concludes (acting reasonably) that all of the following applies • The Processing of the relevant Processed Personal Data is not occasional. • The relevant Processed Personal Data includes any of the following - Special categories of data as referred to in Article 9(1) of the GDPR. - Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR. - The Processing of the relevant Processed Personal Data is likely to result in a substantial risk to the rights and freedoms of relevant Data Subjects.

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

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

(a) Main obligations of the Relevant Processor

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

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

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

Promptly on the Relevant Controller's written request.

(c) Purposes for item (a)

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

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

(d) Purposes for item (a)

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

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

(e) Confidentiality

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

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

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

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

(a) Consents of the Relevant Controller

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

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

If and for as long as any of the following apply

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

(c) Ensure compliance

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

47.27 Delete or return

- The Relevant Processor must do any of the following in relation to any particular Processed Personal Data in relation to which the Relevant Processor is the Processor in connection with a particular Call-off Partnership
 - Delete it
 - Return it (including copies) to the Relevant Controller.
- The Relevant Processor must do so
 - Promptly on the Relevant Controller's request (to be made when the Relevant Processor has no further need to retain that Processed Personal Data for the purpose of a particular Call-off Partnership); or
 - In any case promptly on the final discontinuation 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 a 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 this Framework Agreement (see especially, section 43) and/or under the terms of a particular Call-off Partnership	No.
47.32	Duration of the rights and obligations (or the like of any of these) of the Relevant Controller and the Relevant Processor under this section 47	- Those rights and obligations (or the like of any of these) continue for as long as the Relevant Processor and/or Its Sub-processor continues to Process any Processed Personal Data of the Relevant Controller in connection with a particular Call-off Partnership. - This applies even if the Relevant Processor is no longer carrying on any activities in connection with a particular Call-off Partnership (e.g. after the termination of a particular Call-off Partnership).

Liability 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 • All of the following • As relevant • To be read independently	
(a) Right to relief	X shall be relieved of liability (all of the following) • To any person with rights under this Framework Agreement • For failing to carry out any of its obligations under this Framework Agreement • To the extent those obligations are suspended under item 50.2.
(b) Consequences for the contributions which either Participant is required to make in relation to the Call-off Partnership if X's activities are disrupted due to any Uncontrollable Circumstance	Unaffected.
(c) Right to take certain steps: the other Participant shall not unreasonably refuse a proposal from X to take certain steps if X's proposal meets all of the following requirements	
(i) How the proposal must be made	• In writing. • Communicated to the other Participant's Representative.
(ii) Steps that may be proposed	The other Participant and X agreeing to amendments to this Framework Agreement, including (for example and where relevant) amendments relating to any of the following to take account of the relevant Uncontrollable Circumstance: • Extending any deadlines of X in connection with the Services. • Changing to the financial arrangements between the parties under this Framework Agreement (e.g. increasing any amounts payable by the other Participant to X). • Changing the Specification and/or X Proposal (whether temporarily or permanently) to reduce the burden of X.
(iii) Requirements of the proposal	• It must be reasonable and proportionate. • In preparing the proposal, X must have proper regard to the extent to which the suspension of activities as a result of the relevant Uncontrollable Circumstance affected X's ability to carry out its obligations.

51. Caps on a Participant's liability

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

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

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

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

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

(a) Death etc.

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

(b) Deliberate

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

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

(c) Fraudulent misrepresentation

That Participant's fraudulent misrepresentation.

(d) Indemnity

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

(e) Specific debts

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

(f) Elsewhere in this Framework Agreement

As indicated elsewhere in this Framework Agreement.

(g) Not permitted by Law

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

51.3 Interpretation of caps and exclusions of the liability of a Participant ('X') in this section 51	They apply to X's liabilities of any kind in connection with this Framework Agreement. - Regardless of whether the liability arises in tort, contract, under statute or otherwise. - Any cap on X's liability is to be aggregated between - The liability X owes to the other Participant; and - The liability X owes any third party connected with that other Participant under this Framework Agreement.
51.4 Apportionment where the loss of Participant ('X') is only partly due to the fault of the other Participant ('Y')	Where X's losses in particular circumstances relevant to this Framework Agreement - Are partly caused by the fault of Y and/or anyone acting on Y's behalf (whether in tort, contract, under statute or otherwise); and - Are partly due to other factors (including X's own acts and failures to act), Then the liability of Y to X for compensation or the like shall be reduced fairly and proportionately to reflect the extent to which Y's act or failure to act contributed to causing X's losses.

Termination and exit

52. Termination of Commissioned Contracts

52.1 If - Only one Participant is a party to a particular Commissioned Contract; and - That Participant has a right to terminate that Commissioned Contract for any reason (e.g. due to the default of the Relevant Provider, or without its fault) How the decision is made to terminate that Commissioned Contract	Usually: as decided either by written agreement between the Participants or by a Partnership Board resolution. If the Participants cannot agree or there is a deadlock on the issue within the Partnership Board: the Participant wishing to terminate shall prevail. Accordingly: If the Participant wishing to terminate is a party to the Commissioned Contract: if may terminate the Commissioned Contract. If the Participant wishing to terminate is NOT a party to the Commissioned Contract: the other Participant wish is a party to the Commissioned Contract must terminate it promptly if and for as long as it is entitled to do so under the terms of that Commissioned Contract.
52.2 If - Only both parties are a party to a particular Commissioned Contract; and - They have a right to terminate that Commissioned Contract for any reason (e.g. due to the default of the Relevant Provider, or without its fault) How the decision is to be made between the Participant s to exercise that right to terminate	As in item 52.1.

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 62) 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	- 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	- 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.
This is subject to the dispute resolution arrangements in section 56

English courts.

68. Definitions

Except to the extent the context otherwise requires (and except to the extent otherwise indicated elsewhere in this Framework Agreement), the following words and expressions shall have the following meaning when used in this Framework Agreement

Defined term	Definition
2006 Act	National Health Service Act 2006.
Affiliate	• In relation to a person, any other entity which controls that person, is controlled by that person or is under the same common underlying control as of that person. • For this purpose, a person ('X') will be regarded as having control over another person ('Y') if X alone (and without being subject to the further direction of any other person) directly or indirectly possesses the power (whether by the direct or indirect holding of voting shares or otherwise) to direct the management and policies of Y on all matters.
Call-off Partnership	Each partnership which the Participants enter from time to time under (and according to) this Framework Agreement.

Defined term	Definition
SYICB Function	Any function of the SYICB which it delegates from time to time to the Council under a Call-Off Partnership, to the extent permitted by Law (particularly the Regulations) to do so.
Centre	The Centre for Effective Dispute Resolution or a successor body.
Claim	A claim, proceedings, action, prosecution (or the like of any of these) which a third party threatens or makes against a Participant in connection with the Partnership.
Commissioned Contract	Any contract • For the purchase of goods, services or works • To which at least one Participant is a party in its capacity as client, commissioner or equivalent. • Which is place for the purposes of a particular Call-off Partnership.
Confidential Information	In relation to a Discloser, as indicated in section 43.
Council Function	Any health-related function of the Council which it delegates from time to time to the SYICB under a Call-Off Partnership, to the extent permitted by Law (particularly the Regulations) to do so.
Data Protection Legislation	• The GDPR and the Law Enforcement Directive (Directive (EU) 2016/680). • The Data Protection Act 2018 • In any case, any additional or replacement Law from time to time relating to the processing and protection of personal data or the like of individuals and privacy.
Deadlock	As indicated in item 37.1.
Deliberate Default	Any act of the following by a Participant • A breach of the Law. • A breach of this Framework Agreement (including any act by the Host Participant in excess of its Individual Authority under section 35). • A breach of any duty it separately owes a third party (whether in tort, contract or otherwise) • Other misconduct Where that act is done with the knowledge of any of the following • Any 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 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 17.
Host Participant Remuneration	The remuneration payable to the Host Participant by the other Participants according to item 28.2(b).
Individual Authority	See item 35.1.

Defined term	Definition
Intellectual Property	Copyright, trademarks (whether registered or otherwise), service marks (whether registered or otherwise), patents, design rights (whether capable of registration or otherwise), registered designs, domain names, know how rights, rights in relation to databases, trade secrets, rights to take action for passing off, and all other relevant intellectual property rights as ordinarily recognised as such throughout and in any parts of the world, and in relation to the questions so listed in this definition, all registrations, pending registrations, reversions, extensions and renewals of such rights.
Law	Any of the following applicable to a Participant from time to time (to be read independently) • Any statute, regulation or other subordinate legislation. • Any directive or other European instrument (to the extent it is binding on the Participant) • Any treaty • Any judgement, rule of common law or equity • Any order of a competent court, tribunal, arbitrator or the like of any of these • Any permit, permission (e.g. planning permission) consent, licence, statutory agreement and authorisation (or the like of any of these) required by Law and affecting the relevant person and its activities in connection with this Framework Agreement from time to time. • Any guidance or the like issued by authorised government bodies (whether legally binding or not) • Anything else imposed by any governmental body (in its capacity as such) having a legally binding effect on the respective activities of any Participant in connection with this Framework Agreement from time to time.
Losses	• All losses, damages, costs, charges and expenses incurred by the relevant Participant in the relevant circumstances to which the context refers, whether in tort, contract, by Law or otherwise including, where relevant, third-party claims, liabilities, demands, proceedings, interest, penalties and fines, damage to property, death or personal injury, and full legal costs charged on a solicitor-client basis. • Exception: to the extent any of these are capped or excluded in this Framework Agreement.
Non-Pooled Fund	Any budget of a Call-Off Partnership indicating the financial contributions of the Participants to the Call-Off Partnership, but where that budget is separate from a Pooled Fund in relation to that Call-Off Partnership.
Overspend	See item 22.3(a).
Partnership	The collaboration which the Participants establish under this Framework Agreement.
Partnership Board	The board of the Partnership established and conducted according to this Framework Agreement.
Partnership Record	See item 39.1.
Personnel	In relation to a Participant or other organisation (as the context indicates), any individual who at the time is one of its genuinely appointed officers, employees, workers, consultants, trustees, elected members, agents, interns, seconded persons, volunteers, advisers or contractors.
Pool Manager	The relevant individual in that position from time to time according to item 18.2.
Pooled Fund	Any pooled fund maintained from time to time in connection with a particular Call-Off Partnership according to the Regulations.
Recipient	A Participant in relation to the Confidential Information of a relevant Discloser.
Regulations	The NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 No 617.

Defined term	Definition
Relevant Dispute	See item 56.1.
Relevant Provider	Any person firm or organisation supplying goods, services and/or works under a Commissioned Contract.
Representative	In relation to a Participant, the current person (and if more than one, each of them individually) who holds that role according to this Framework Agreement or his/her replacement from time to time including: • Where the relevant individual is absent from time to time: any other individual deputising for him/her, as decided by the relevant Participant. • Where the position is vacant from time to time: the Escalated Person of the relevant.
Reserved Matter	See section 36.
Services	The services in relation to which a Call-off Partnership relates according to item 10.1.
Uncontrollable Circumstances	See item 50.1.

69. Interpretation

Except to the extent the context otherwise requires (and except to the extent otherwise indicated elsewhere in this Framework Agreement), this Framework Agreement shall be interpreted as follows

69.1	Headings	Headings do not affect the interpretation of this Framework Agreement.
69.2	Reference to a Participant	Reference to any Participant includes reference to that Participants' successors in title and permitted assignees.
69.3	Consents, approvals	• Where consent, approval, permission or the like of a person is not to be unreasonably refused, also cannot be unreasonably delayed or subject to unreasonable conditions. • Where consent, approval, permission or the like of a person is to be at that person's discretion, that person - Shall not be obliged to respond to a request for it; and - Shall not be obliged to give reasons for its decision (including any decision not to respond); and - Excludes (to the fullest extent permitted by Law) that person's liability to any person for any reason given for that decision (including any decision not to respond).
69.4	Definitions	If a word or phrase is defined in this Framework Agreement, its other grammatical forms have a corresponding meaning.
69.5	Statutes, codes etc.	Reference in this Framework Agreement to any statute, code or the like includes reference to any amending, replacing, modifying or consolidating statute, code or the like on substantially similar subject matter.

69.6	'In writing'	• 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'	• 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	• 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.

Minutes	
Title of Meeting:	PUBLIC Rotherham Place Board: Partnership Business
Time of Meeting:	9.30am – 10.30am
Date of Meeting:	Wednesday 20 May 2026
Venue:	John Smiths Room, Town Hall, Rotherham
Chair:	John Edwards
Contact for Meeting:	Joanne Martin: Joanne.Martin19@nhs.net Kirsty Gleeson: Kirsty.gleeson@nhs.net
Apologies:	Emily Parry-Harries, Director of Public Health, Rotherham MBC John Edwards, Chief Executive, Rotherham MBC Anthony Fitzgerald, Executive Place Director – Roth, NHS SY ICB Jude Archer, Assistant Director Transformation & Delivery NHS SY ICB Ian Spicer, Strategic Director, Adult Care, Housing and Public Health, Rotherham MBC Matt Cottle-Shaw, Chief Executive Officer, Rotherham Hospice
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:

Bob Kirton **(BK)** Managing Director, The Rotherham NHS Foundation Trust
 Claire Smith **(CS)** Portfolio Director – Contract and Commissioning, NHS South Yorkshire Integrated Care Board
 Anand Barmade **(AB)** Medical Director, Connect Healthcare Rotherham CIC
 Simon Langmead **(SL)** Primary Care Lead for Neighbourhood Working, Connect Healthcare Rotherham CIC

Participants:

Cllr Joanna Baker-Rodgers **(CBR)** Rotherham Health and Wellbeing Board Chair, Rotherham Metropolitan Borough Council
 Kym Gleeson **(KG)** Service Manager, Healthwatch Rotherham
 Matt Cottle-Shaw **(MCS)** Chief Executive Officer, Rotherham Hospice
 Jason Page **(JP)** Medical Director – Rotherham, NHS South Yorkshire Integrated Care Board
 James Eustace **(JE)** Care Group Director, Rotherham, Rotherham, Doncaster and South Humber NHS Foundation Trust
 Jude Archer **(JA)** Assistant Director – Transformation & Delivery, NHS South Yorkshire Integrated Care Board
 Chris Barnes **(CB)** Chief Operating Officer, Connect Healthcare Rotherham CIC

In attendance:

Joanne Martin **(JM)** Programme Lead – Transformation & Delivery, NHS SY ICB
 Nazreen Iqbal **(NI)** Healthy Hospital Programme Manager, TRFT
 Linda Strettle **(LS)** GP Partner, The Village Surgery, Rotherham

Minute Taker:

Kirsty Gleeson (**KLG**) Transformation and Delivery Project Officer (Rotherham), NHS SY ICB

Item Number	Discussion Items
61/05/26	Public & Patient Questions
There were no questions from members of the public.	
62/05/26	Women's Health Presentation
NI provided an overview of the Rotherham Women's Health Network, highlighting its development from lived experience of inequalities and its continued growth with strong stakeholder involvement. The network remains focused on strengthening delivery and raising the profile of the Women's Health Strategy, with a clear ambition to establish a Women's Health Hub locally. The renewed April 2026 strategy was discussed, noting ongoing challenges including long waits, fragmented services and women not feeling listened to, alongside a stronger emphasis on pathway redesign, practice change and mental health education. Rotherham audit findings presented by LS demonstrated pressures within gynaecology pathways, including high volumes of routine referrals, long waits for menopausal bleeding cases, and opportunities to improve early intervention through advice and guidance, strengthened referral processes and local education. The Oxford model was highlighted as best practice, with all referrals reviewed within 72 hours and patients booked directly into hubs or GP settings using a mix of face-to-face and telephone appointments, resulting in a 50% reduction in gynaecology referrals. The development of a Women's Health Hub in Rotherham was identified as a key opportunity to reduce pressure on existing services and improve access; however, it was noted that while the strategy is strong, it currently lacks a clear delivery plan and funding, and leadership support is required to progress the establishment of a local hub. NI/LS also requested funding to support a women's health conference. Discussion highlighted system pressures and capacity challenges, particularly within the ICB where clinical resource is reducing, alongside gaps in the current Target Operating Model which does not explicitly reference women's health. Variation in provision across practices was noted, with opportunities to standardise services such as coil fitting. BK reported that from a provider perspective, trusts are undertaking gap analysis following the national strategy, with an Advice and Guidance group established to help manage demand, which has increased significantly particularly within gynaecology despite ongoing investment to expand workforce and improve performance. Partners identified opportunities to link this work with neighbourhood models, with immediate "quick wins" around education and improving primary care consultations. NI/LS to link in with JM around neighbourhood models, CB at Connect Healthcare for primary care education and CBR for RMBC support to expand the women's health network and explore funding opportunities for a women's health conference. Action: NI/LS/JM/CB/CBR	

Strong support was expressed from RMBC and Healthwatch, both reinforcing that women often feel unheard, with further insight being gathered through ongoing surveys. The ICB confirmed commitment to escalate women's health within Place planning, support training, strengthen neighbourhood links, and explore further opportunities. Members thanked NI/LS for their presentation.

63/05/26

Healthwatch Q4 Report

KG presented the Healthwatch report covering Quarter 4 for information. KG highlighted that from January-March 2026, 271 clients had been sign posted to different organisations and the newsletter had grown by over 200 people. There was concern going forwards that if Healthwatch is not here, who will support this signposting work.

Key reports this quarter included the social care report which looked at front door response, it was noted that rates had not significantly improved since the previous review and Healthwatch are pulling an action plan together to address this. Some improvements are expected via implementation of the Unpaid Carers Act.

An Enter and View visit had taken place at Archway Pharmacy, and the external/rear collection area raised significant concerns about dignity, safety, and equality, particularly for patients collecting controlled medicines or using the needle exchange service. Public Health are currently reviewing the issue.

Service User Feedback Themes this quarter included long hospital waits times and poor communication between services. KG reported that positive work is underway with TRFT through the Waiting Well framework to address this. Difficulty accessing GP appointments particularly for working patients, issues with follow-up and communication and digital access were also highlighted as a theme during Q4. It was acknowledged that this is due to the ongoing pressures linked to digital access expectations. Other themes included: Dental Services: Continued access challenges. Mental Health: Lack of support waiting for assessment. Waiting times for ADHD/Autism assessments. Lack of support for family and carers. A query had been raised around whether RDaSH could adopt a Waiting Well-type approach, particularly for ASD/ADHD pathways.

Recommendations / System Priorities: Improve Single Points of Access (SPA). Ensure continuity of cover during staff absence. Improve access for non-digital patients. Strengthen joint working across organisations (especially ICB / RMBC / CHC).

CHC challenges were acknowledged by Board members, particularly relating to processes and coordination with a clear need to strengthen joint working between the ICB and RMBC. Partners confirmed that a "you said, we did" feedback loop is in place to demonstrate responsiveness to public insight.

Members thanked KG for the update.

64/05/26

Rotherham Place Partnership Update: March / April

The update was provided for information. To be shared widely with partners.

65/05/26

Communications to Partners/Promoting Events & Consultations

None raised

66/05/26	Draft Minutes and Action Log from Public Place Board
The minutes from the meeting held on 15 April 2026 were agreed as a true and accurate record. The action log was reviewed.	
67/05/26	Risks and Items for Escalation to Appropriate Board
– Healthwatch	
68/05/26	Future Agenda Items:
– Updates TOR for Place Board and agreement – June – Feedback from CIP meeting – June – Place Plan Performance report – June	
69/05/26	Date of Next Meeting
The next meeting will be held on: Wednesday 17 June 2026 at 9.30 –10.30am, John Smith Room, Rotherham Town Hall	

Members

John Edwards (Joint Chair)	Chief Executive	Rotherham Metropolitan Borough Council
Ian Spicer	Strategic Director, Adult Care, Housing and Public Health	Rotherham Metropolitan Borough Council
Emily Parry-Harries	Director of Public Health	Rotherham Metropolitan Borough Council
Richard Jenkins	Chief Executive	The Rotherham NHS Foundation Trust
Bob Kirton (Joint Chair)	Managing Director	The Rotherham NHS Foundation Trust
Shafiq Hussain	Chief Executive	Voluntary Action Rotherham
Toby Lewis (Joint Chair)	Chief Executive	Rotherham, Doncaster and South Humber NHS Foundation Trust
Claire Smith	Portfolio Director – Contract and Commissioning	NHS South Yorkshire Integrated Care Board
Anthony Fitzgerald	Executive Place Director - Rotherham	NHS South Yorkshire Integrated Care Board
Anand Barmade	Medical Director	Connect Healthcare Rotherham CIC
Simon Langmead (Joint Chair)	Primary Care Lead for Neighbourhood Working	Connect Healthcare Rotherham CIC

Participants

Nicola Curley	Director of Children's Services	Rotherham Metropolitan Borough Council
Cllr Joanna Baker-Rodgers	Chair	Rotherham Health and Wellbeing Board
Kym Gleeson	Service Manager	Healthwatch Rotherham
Matt Cottle-Shaw	Chief Executive Officer	Rotherham Hospice
Jason Page	Medical Director – Rotherham	NHS South Yorkshire Integrated Care Board
James Eustace	Care Group Director, Rotherham	Rotherham, Doncaster and South Humber NHS Foundation Trust
Jude Archer	Assistant Director – Transformation & Delivery	NHS South Yorkshire Integrated Care Board
Chris Barnes	Chief Operating Officer	Connect Healthcare Rotherham CIC

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Minutes	
Title of Meeting:	PUBLIC Rotherham Place Board: Partnership Business
Time of Meeting:	9.30am – 10.30am
Date of Meeting:	Wednesday 17 June 2026
Venue:	John Smiths Room, Town Hall, Rotherham
Chair:	John Edwards
Contact for Meeting:	Joanne Martin: Joanne.Martin19@nhs.net Kirsty Gleeson: Kirsty.gleeson@nhs.net
Apologies:	Emily Parry-Harries, Director of Public Health, Rotherham MBC Matt Cottle-Shaw, Chief Executive Officer, Rotherham Hospice James Eustace, Care Group Director, Rotherham, Rotherham, Doncaster and South Humber NHS Foundation Trust
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:

Ian Spicer **(IS)** Strategic Director, Adult Care, Housing and Public Health, Rotherham Metropolitan Borough Council
 Bob Kirton **(BK)** Managing Director, The Rotherham NHS Foundation Trust
 Claire Smith **(CS)** Portfolio Director – Contract and Commissioning, NHS South Yorkshire Integrated Care Board
 Anand Barmade **(AB)** Medical Director, Connect Healthcare Rotherham CIC
 Simon Langmead **(SL)** Primary Care Lead for Neighbourhood Working, Connect Healthcare Rotherham CIC
 Emily Parry-Harries **(EPH)**, Director of Public Health, Rotherham Metropolitan Borough Council
 Shafiq Hussain **(SH)**, Chief Executive, Voluntary Action Rotherham

Participants:

Cllr Joanna Baker-Rogers **(JBR)** Health and Wellbeing Board Chair, RMBC
 Kym Gleeson **(KG)** Service Manager, Healthwatch Rotherham
 Jason Page **(JP)** Medical Director – Rotherham, NHS South Yorkshire Integrated Care Board
 Jude Archer **(JA)** Assistant Director – Transformation & Delivery, NHS South Yorkshire Integrated Care Board

In attendance:

Joanne Martin **(JM)** Programme Lead – Transformation & Delivery, NHS SY ICB
 Jayne Lowe **(JL)**, Director of Clinical Services, Rotherham Hospice
 Sally Blackett **(SB)**, Deputy Care Group Director, Rotherham Doncaster & South Humber NHS Foundation Trust
 Jackie Tunnard, Delivery & Improvement Project Manager/Strategy Planning and Delivery, TRFT

Minute Taker:

Kirsty Gleeson **(KLG)** Transformation and Delivery Project Officer (Rotherham), NHS SY ICB

Item Number	Discussion Items
70/06/26	Public & Patient Questions
There were no questions from members of the public.	
71/06/26	Feedback from ICP meeting
Nothing to feedback.	
SH noted that the role of the ICB in this area is likely to change, with a request for clarification on future responsibilities. CS will provide an update on the ICB role at a future meeting. Action: CS	
72/06/26	Diabetes High Impact
JT provided an update on the Rotherham High Impact Diabetes Programme, noting that it has successfully delivered against its objectives to improve prevention, care quality, and service integration. The programme has achieved significant outcomes, including over 7,000 referrals into prevention support, improved access to early intervention and weight management, more consistent care across services, increased use of technology, and reduced hospital length of stay. Wider benefits include improved patient experience, more care delivered closer to home, and reduced pressure on acute services. Improvements are now embedded, with delivery transitioning into neighbourhood teams and existing governance arrangements remaining in place. The Board was asked to approve closure of the programme and support the transition to business-as-usual delivery. Discussion highlighted the importance of partnership working across high-impact areas linked to demand and admissions, with diabetes identified as a key example of this. Members noted that while this work historically sat within the Community Respiratory review, it will increasingly align with neighbourhood delivery, with the ICB retaining delegated responsibility and final sign-off. Concerns were raised about the risk of overloading the neighbourhood agenda and the need for clear prioritisation, recognising the scale and complexity of diabetes. It was emphasised that priorities will be reviewed regularly through the Place Plan, supported by population health insight and ongoing system activity. Members acknowledged progress, particularly within community diabetes services, while noting ongoing challenges, including engagement, service integration, and capacity to respond to need. The importance of prevention, addressing non-engagement, and embedding learning into future priorities was reinforced. It was agreed to stand down the programme, with future focus driven by evidence and emerging priorities through neighbourhood structures.	

73/06/26	Neighbourhoods – Claire Fuller Visit Feedback
JM reported that positive feedback has been received across South Yorkshire, with Rotherham highlighted as performing strongly within this context. Strengths included robust governance arrangements, clear accountability, and open, trusting relationships that support constructive conversations. There is a continued emphasis on improving the pace of delivery and the need to agree geographical footprints. Challenges remain in aligning six PCNs into four neighbourhoods, which is currently being worked through. A key message was to focus on one priority and deliver it well, with the frailty system pressure work identified as a strong example of this approach. Members highlighted the importance of progressing neighbourhood geographies, noting that while some areas are awaiting guidance and funding, there is a need to move forward promptly. Discussion acknowledged the challenges in aligning geographies with PCN footprints, while recognising potential future opportunities for federations. Concerns were raised regarding changes to delegation responsibilities and a lack of understanding within the National Neighbourhood Health Implementation Programme (NNHIP) team. Overall, feedback on the approach was positive, with a successful visit providing reassurance and validation of the direction of travel.	
74/06/26	Communications to Partners/Promoting Events & Consultations
Rotherham Together Partnership event The Rotherham Together Partnership event at Magna was positively received, showcasing the transformation of the local economy and setting out strong future ambitions. The event generated good engagement and was reflected in a positive review in the Daily Post. Castle View Day Centre Castle View is now open in Canklow. This new day centre supports people with a range of needs, including learning disabilities and autism.	
75/06/26	Draft Minutes and Action Log from Public Place Board
The minutes from the meeting held on 20 May 2026 were agreed as a true and accurate record. The action log was reviewed, with two actions remaining amber-rated from 20/05/26. These relate to the escalation of patient voice within partnership arrangements, currently situated within the Health and Wellbeing Board, and actions arising from the Women's Health presentation, which are being progressed separately. Members agreed to keep the patient voice action open until completed, and to close the action relating to the Women's Health presentation.	
76/06/26	Risks and Items for Escalation to Appropriate Board
None raised.	

77/06/26	Future Agenda Items:
	• Rotherham Place Partnership Update – July • Update from Director of Public Health - July • Safeguarding Adult Review reports – tbc
78/06/26	Date of Next Meeting
	The next meeting will be held on: Wednesday 15 July 2026 at 9.30 –10.30am , Committee Room 1, Rotherham Town Hall

Members

John Edwards (Joint Chair)	Chief Executive	Rotherham Metropolitan Borough Council
Ian Spicer	Strategic Director, Adult Care, Housing and Public Health	Rotherham Metropolitan Borough Council
Emily Parry-Harries	Director of Public Health	Rotherham Metropolitan Borough Council
Richard Jenkins	Chief Executive	The Rotherham NHS Foundation Trust
Bob Kirton (Joint Chair)	Managing Director	The Rotherham NHS Foundation Trust
Shafiq Hussain	Chief Executive	Voluntary Action Rotherham
Toby Lewis (Joint Chair)	Chief Executive	Rotherham, Doncaster and South Humber NHS Foundation Trust
Claire Smith	Portfolio Director – Contract and Commissioning	NHS South Yorkshire Integrated Care Board
Anthony Fitzgerald	Executive Place Director - Rotherham	NHS South Yorkshire Integrated Care Board
Anand Barmade	Medical Director	Connect Healthcare Rotherham CIC
Simon Langmead (Joint Chair)	Primary Care Lead for Neighbourhood Working	Connect Healthcare Rotherham CIC

Participants

Nicola Curley	Director of Children's Services	Rotherham Metropolitan Borough Council
Cllr Joanna Baker-Rodgers	Chair	Rotherham Health and Wellbeing Board
Kym Gleeson	Service Manager	Healthwatch Rotherham
Matt Cottle-Shaw	Chief Executive Officer	Rotherham Hospice
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James Eustace	Care Group Director, Rotherham	Rotherham, Doncaster and South Humber NHS Foundation Trust
Jude Archer	Assistant Director – Transformation & Delivery	NHS South Yorkshire Integrated Care Board
Chris Barnes	Chief Operating Officer	Connect Healthcare Rotherham CIC

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Minutes	
Title of Meeting:	PUBLIC Rotherham Place Board: Partnership Business
Time of Meeting:	9.30am – 10.30am
Date of Meeting:	Wednesday 15 July 2026
Venue:	Committee Room 1, Town Hall, Rotherham
Chair:	Claire Smith
Contact for Meeting:	Joanne Martin: Joanne.Martin19@nhs.net Kirsty Gleeson: Kirsty.gleeson@nhs.net
Apologies:	Anand Barmade, Medical Director, Connect Healthcare Rotherham Bob Kirton, Managing Director, Rotherham NHS Foundation Trust Chris Barnes, Chief Operating Officer, Connect Healthcare Rotherham Jodie Roberts, Director of Operations/ Deputy Chief Operating Officer, Rotherham NHS Foundation Trust
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:

Ian Spicer **(IS)** Strategic Director, Adult Care, Housing and Public Health, Rotherham Metropolitan Borough Council
 Claire Smith **(CS)** Portfolio Director – Contract and Commissioning, NHS South Yorkshire Integrated Care Board
 Simon Langmead **(SL)** Primary Care Lead for Neighbourhood Working, Connect Healthcare Rotherham CIC
 Emily Parry-Harries **(EPH)**, Director of Public Health, Rotherham Metropolitan Borough Council
 Shafiq Hussain **(SH)**, Chief Executive, Voluntary Action Rotherham
 John Edwards **(JE)**, Chief Executive, Rotherham Metropolitan Borough Council

Participants:

Cllr Joanna Baker-Rogers **(JBR)** Health and Wellbeing Board Chair, Rotherham Metropolitan Borough Council
 Kym Gleeson **(KG)** Service Manager, Healthwatch Rotherham
 Jason Page **(JP)** Medical Director – Rotherham, NHS South Yorkshire Integrated Care Board
 Jude Archer **(JA)** Assistant Director – Transformation & Delivery, NHS South Yorkshire Integrated Care Board
 Matt Cottle-Shaw **(MCS)** Chief Executive Officer, Rotherham Hospice
 James Eustace **(JE)** Care Group Director, Rotherham, Rotherham, Doncaster and South Humber NHS Foundation Trust

In attendance:

Joanne Martin **(JM)** Programme Lead – Transformation & Delivery, NHS South Yorkshire Integrated Care Board
 Helen Sweaton **(HS)** Joint Service Director, Commissioning, Quality and Performance Children and Young People Services, Rotherham Metropolitan Borough Council

Minute Taker:

Kirsty Gleeson (**KLG**) Transformation and Delivery Project Officer (Rotherham), NHS South Yorkshire Integrated Care Board

Item Number	Discussion Items
79/07/26	Public & Patient Questions
There were no questions from members of the public.	
80/07/26	Update from Director of Public Health
The Board received a reflection on the Director of Public Health's first 12 months in post, together with an overview of emerging priorities for the Public Health team. A key focus will be embedding a life-course approach to health and wellbeing, recognising that poorer health outcomes often begin earlier in life and that ageing and frailty should not be viewed as synonymous. Members noted the importance of supporting residents not only to live longer but to live well, with a continued emphasis on prevention and reducing health inequalities across Rotherham. The Director of Public Health welcomed the continued partnership focus on tackling health inequalities and an update was provided on recruitment to expand Public Health capacity, including the appointment of a permanent Public Health Consultant and a temporary consultant role within TRFT to strengthen work on prevention and population health. Priorities for the coming year include smoking and vaping, alcohol and drug-related harm reduction, support for patients admitted to hospital, and engagement with national work arising from the Gambling Levy. The Public Health team is also keen to work with the Health and Wellbeing Board to develop a broader prevention strategy for Rotherham, while continuing to support Best Start programmes, neighbourhood development, and the wider prevention agenda. The Director of Public Health also noted additional investment in the Infection Prevention and Control team, which will enable a more proactive approach to managing public health risks and supporting community health outcomes. SH noted that Voluntary Action Rotherham's recent gambling-related funding bid was unsuccessful but confirmed a willingness to work with and support Public Health in the development of future funding opportunities and bids in this area.	
81/07/26	Place Board Terms of Reference and Rotherham Partnership Agreement – for information
The updated Place Board Terms of Reference and Rotherham Partnership Agreement had been approved at the Confidential Place Board meeting held on 17 June 2026. The documents were presented to the public meeting for information and to formally place the agreed arrangements in the public domain.	

82/07/26	Healthwatch Rotherham annual report 2025/26 – for information
KG presented the Healthwatch Rotherham Annual Report, highlighting engagement with 1,910 residents during 2025/26 and support provided to more than 1,500 people seeking information, advice, and assistance in accessing health and care services. During the year, Healthwatch produced 78 reports, including a review of the Trust's Waiting Well service, which led to the development of a joint 12-month improvement plan with TRFT to enhance support for patients awaiting treatment. The report also highlighted improvements to Adult Social Care accessibility, the co-production and launch of the Veterans Health Passport, and the development of communication cards to support people with additional communication needs when accessing services. Key themes emerging from public feedback included access to dental services, hospital waiting times, communication issues and barriers experienced by under-represented communities. Healthwatch continues to play a key role in addressing health inequalities through targeted engagement with seldom-heard groups and in providing valuable patient insight and intelligence to system partners. Board members welcomed the report and thanked Healthwatch for its continued work and contribution to improving health and care services across Rotherham.	
83/07/26	Children's Transformation Update
HS provided an update on the significant programme of transformation taking place across children's services and the implications of national reforms, particularly in the context of evolving ICB structures and responsibilities. Members heard that Rotherham is in a strong position to deliver the required changes, supported by well-established partnership arrangements across the borough. The update focused on the Families First Partnership Programme and SEND reforms, both of which place greater expectations on partners to work in a more integrated way. Families First aims to create a more seamless journey for children and families through enhanced early help, family support and multi-agency working, underpinned by integrated commissioning, service redesign, data sharing, and a stronger focus on outcomes. SEND reforms require a more coordinated approach to supporting children and young people with additional needs, including the development of an "Experts at Hand" offer to mainstream schools, improved inclusion, and strengthened multi-agency reporting and accountability arrangements. Members noted that expectations around strategic leadership, data sharing and pooled or aligned budgets continue to evolve within the changing ICB landscape. The Board heard that year one priorities include increasing family network meetings, developing a strengthened Family Help offer, improving access to support for families, piloting inclusion bases within schools, and developing new pathways and services to improve outcomes for children and young people. Success will be measured through tangible improvements in the SEND offer, inclusion, parental confidence, and family experiences. During discussion, members explored how the reforms will help address increasing numbers of Education, Health and Care Plans and reduce the stigma often associated with SEND. It was noted that the reforms promote a more inclusive mainstream education system, supported through co-production with families and the Rotherham Parent Carers Forum,	

improved engagement between schools and parents, and specialist support delivered directly into schools.

Members were advised that schools have received additional resources to enhance inclusion, children's services have expanded specialist capacity to support schools, and a new Inclusion Statement and escalation framework have been introduced. It was also noted that Cabinet has approved additional Educational Psychology capacity to strengthen support and interventions within schools.

The Board welcomed the progress being made and the strong emphasis on inclusion, prevention and partnership working.

84/07/26

Communications to Partners/Promoting Events & Consultations

The Rotherham Show will take place on 5–6 September 2026 and presents an opportunity for partners to engage with local communities, promote services, and raise awareness of key health and wellbeing initiatives.

Rotherham Day will take place on 18 September 2026. The event is being organised by local business representatives, with the Council providing support rather than leading delivery. It was noted that the initiative has significant potential and represents an interesting opportunity to celebrate and showcase Rotherham, its communities, and local businesses.

RDASH Fund Day will take place in Doncaster on Saturday 18 July 2026, providing an opportunity to highlight the impact of charitable fundraising and community support across RDASH services.

Rotherham Women's Network Conference is being planned for next year. Partners are expected to be invited to support and contribute to the event.

85/07/26

Draft Minutes and Action Log from Public Place Board

The minutes from the meeting held on 17 June 2026 were agreed as a true and accurate record.

The action log was reviewed, with two actions remaining amber-rated from 15/04/26 and 17/06/26. These relate to the escalation of patient voice within partnership arrangements, currently situated within the Health and Wellbeing Board, and seeking further clarification from the Integrated Care Partnership (ICP) regarding the future role and representation of the ICB within partnership meetings.

Members agreed to keep both actions open until completed.

86/06/26

Risks and Items for Escalation to Appropriate Board

None raised.

87/07/26

Future Agenda Items:

None raised.

88/07/26	Date of Next Meeting
	The next meeting will be held on: Wednesday 19 August 2026 at 9.30 –10.30am , John Smith Room, Rotherham Town Hall

Members

John Edwards (Joint Chair)	Chief Executive	Rotherham Metropolitan Borough Council
Ian Spicer	Strategic Director, Adult Care, Housing and Public Health	Rotherham Metropolitan Borough Council
Emily Parry-Harries	Director of Public Health	Rotherham Metropolitan Borough Council
Richard Jenkins	Chief Executive	The Rotherham NHS Foundation Trust
Bob Kirton (Joint Chair)	Managing Director	The Rotherham NHS Foundation Trust
Shafiq Hussain	Chief Executive	Voluntary Action Rotherham
Toby Lewis (Joint Chair)	Chief Executive	Rotherham, Doncaster and South Humber NHS Foundation Trust
Claire Smith	Portfolio Director – Contract and Commissioning	NHS South Yorkshire Integrated Care Board
Anthony Fitzgerald	Executive Place Director - Rotherham	NHS South Yorkshire Integrated Care Board
Anand Barmade	Medical Director	Connect Healthcare Rotherham CIC
Simon Langmead (Joint Chair)	Primary Care Lead for Neighbourhood Working	Connect Healthcare Rotherham CIC

Participants

Nicola Curley	Director of Children's Services	Rotherham Metropolitan Borough Council
Cllr Joanna Baker-Rodgers	Chair	Rotherham Health and Wellbeing Board
Kym Gleeson	Service Manager	Healthwatch Rotherham
Matt Cottle-Shaw	Chief Executive Officer	Rotherham Hospice
Jason Page	Medical Director – Rotherham	NHS South Yorkshire Integrated Care Board
James Eustace	Care Group Director, Rotherham	Rotherham, Doncaster and South Humber NHS Foundation Trust
Jude Archer	Assistant Director – Transformation & Delivery	NHS South Yorkshire Integrated Care Board
Chris Barnes	Chief Operating Officer	Connect Healthcare Rotherham CIC