

Public Document Pack

MEETING:	Cabinet
DATE:	Wednesday 8 March 2023
TIME:	10.00 am
VENUE:	Council Chamber, Barnsley Town Hall
PUBLIC WEB LINK:	https://barnsley.public-i.tv/core/portal/webcasts

AGENDA

1. Declaration of pecuniary and non-pecuniary interests
2. Leader - Call-in of Cabinet decisions

Minutes

3. Minutes of the previous meeting held on 22 February 2023 (Cab.8.3.2023/3)
(Pages 3 - 4)

Items for Noting

4. Decisions of Cabinet Spokespersons (Cab.8.3.2023/4) (Pages 5 - 6)

Petitions

5. Petitions received under Standing Order 44 (Cab.8.3.2023/5)

Items for Decision/Recommendation to Council

Children's Spokesperson

6. School Term and Holiday Dates (2024/25) (Cab.8.3.2023/6) (Pages 7 - 20)

Core Services Spokesperson

7. Quarter 3 (2022/23) Corporate Performance Report (Cab.8.3.2023/7)
(Pages 21 - 26)
8. Corporate Finance Performance Quarter 3 2022/23 (Cab.8.3.2023/8)
(Pages 27 - 48)
9. Implementation of changes to Elections Act 2022 and its impact on the 2023 Elections (Cab.8.3.2023/9) (Pages 49 - 56)

Public Health and Communities Spokesperson

10. NHS Health Checks (Cab.8.3.2023/10) (Pages 57 - 62)

Place Health and Adult Social Care Spokesperson

11. Establishment of Barnsley Place and ICB Place Committee (Cab.8.3.2023/11)
(Pages 63 - 162)

12. Exclusion of Public and Press
It is likely that the public and press will be excluded from this meeting during consideration of the items so marked because of the likely disclosure of exempt information as defined by the specific paragraphs of Part I of Schedule 12A of the Local Government Act 1972 as amended, subject to the public interest test.

Joint Place Health and Adult Social Care and Regeneration and Culture Spokespersons

13. Joint Council and NHS Project - New Learning Disability and Autism Supported Living Service (Cab.8.3.2023/13) (Pages 163 - 238)
Reason restricted:
Paragraph (2) Information which is likely to reveal the identity of an individual.

Regeneration and Culture Spokesperson

14. Investment in Strategic Asset (Cab.8.3.2023/14) (Pages 239 - 280)
RECOMMENDATION TO EXTRAORDINARY FULL COUNCIL ON 23 MARCH 2023
Reason restricted:
Paragraph (3) Information relating to the financial or business affairs of any particular person (including the authority holding that information)
15. Town Centre Reinvention (Cab.8.3.2023/15) (Pages 281 - 292)
RECOMMENDATION TO EXTRAORDINARY FULL COUNCIL ON 23 MARCH 2023
Reason restricted:
Paragraph (3) Information relating to the financial or business affairs of any particular person (including the authority holding that information)

To: Chair and Members of Cabinet:-

Councillors Houghton CBE (Chair), T. Cave, Franklin, Frost, Higginbottom, Howard, Lamb, Makinson and Platts

Cabinet Support Members:

Councillors Bowser, Cain, Cherryholme, Eastwood, Newing, Osborne and Peace

Chair of Overview and Scrutiny Committee

Chair of Audit Committee

Sarah Norman, Chief Executive

Carly Speechley, Executive Director Children's Services

Wendy Lowder, Executive Director Place Health and Adult Social Care for Barnsley

Matt O'Neill, Executive Director Growth and Sustainability

Julia Burrows, Executive Director Public Health and Communities

Neil Copley, Director of Financial Services (Section 151 Officer)

Sukdave Ghuman, Service Director Law and Governance (Monitoring Officer)

Michael Potter, Service Director Business Improvement, HR and Communications

Katie Rogers, Head of Communications and Marketing

Anna Marshall, Scrutiny Officer

Corporate Communications and Marketing

Please contact Sukdave Ghuman by email governance@barnsley.gov.uk

Tuesday 28 February 2023



MEETING:	Cabinet
DATE:	Wednesday 22 February 2023
TIME:	10.00 am
VENUE:	Council Chamber, Barnsley Town Hall

MINUTES

Present Councillors Houghton CBE (Chair), T. Cave, Franklin, Frost, Higginbottom, Howard, Lamb, Makinson and Platts

Members in Attendance: Councillors Bowser, Cain, Cherryholme, Eastwood and Osborne

190. Declaration of pecuniary and non-pecuniary interests

There were no declarations of pecuniary or non-pecuniary interests.

191. Leader - Call-in of Cabinet decisions

The Leader reported that no decisions from the previous meeting held on 08 February 2023 had been called in.

192. Minutes of the previous meeting held on 8 February 2023 (Cab.22.2.2023/3)

The minutes of the meeting held on 08 February 2023 were taken as read and signed by the Chair as a correct record.

193. Decisions of Cabinet Spokespersons (Cab.22.2.2023/4)

There were no Records of Decisions by Cabinet Spokespersons under delegated powers to report.

194. Petitions received under Standing Order 44 (Cab.22.2.2023/5)

It was reported that no petitions had been received under Standing Order 44.

195. Exclusion of Public and Press

RESOLVED that the public and press be excluded from the meeting during consideration of the following items, because of the likely disclosure of exempt information as described by the specific paragraphs of Part I of Schedule 12A of the Local Government Act 1972 as amended, as follows:-

<u>Item Number</u>	<u>Type of Information Likely to be Disclosed</u>
196	Paragraph 2
197	Paragraph 3

196. Proposed Refurbishment and Reconfiguration of the Kendray Resource Centre to Accommodate Additional Provision for Pupils with Special Educational Needs (Cab.22.2.2023/7)

RESOLVED that Cabinet:-

1. Approves arrangements leading to the refurbishment and reconfiguration of the Kendray Resource Centre to increase education provision to be used exclusively by children with special educational needs as summarised in the report, with effect from the 2023/2024 school year; and
2. Approves the commissioning of up to 16 additional places for pupils with SEND including Social, Emotional and Mental Health (SEMH) needs at the Kendray Resource Centre, with provision as detailed in the report; and
3. Agrees the financial implications arising from the report, be included in the Capital Programme and released in accordance with the financial regulations code of practice C5.2(a); and
4. Approves the granting of a new lease to the Wellspring Academy Trust for up to 25 years at the Kendray Resource Centre at nil rent; and
5. Agrees that the Head of Property be authorised to finalise Heads of Terms for the new lease to the Wellspring Academy Trust; and
6. Agrees that the Service Director (Legal and Governance) be authorised to complete the new lease to the Wellspring Academy Trust.

197. Organic Waste Contract 2023 (Cab.22.2.2023/8)

RESOLVED that Cabinet approves the appointment of a new contractor for the disposal of organic waste following a new tender process, providing it could be contained within current resources.

.....
Chair

BARNSELY METROPOLITAN BOROUGH COUNCIL

CABINET SPOKESPERSONS' DECISIONS

Schedule of Decisions taken for week ending 17 February 2023

<u>Cabinet Spokesperson</u>	<u>Item</u>	<u>Decisions</u>
1. Public Health and Communities	North Area Council – Environmental Priority – Provision of Clean and Green Environmental Services in the North Area	<ol style="list-style-type: none">1. That the current position, in section 4 of the report, be noted.2. That the discussion that took place at the workshop 20 December 2022, at section 6 of the report, be noted.3. That the draft specification, as at Appendix 2 of the report, be approved.4. That robust Clean and Green Agreements be developed with each of the Ward Alliances in the North Area in order to mitigate duplication risk, as detailed in section 7 of the report.5. That the Environmental Priority and how value will be added to BMBC's core offer, as detailed in section 8 of the report, be approved.6. That the proposed BMBC Neighbourhood Services Community Caretaker model be noted.7. That a maximum contract value, as per recommendation in section 11 of the report, of £125,000p.a. for a two year duration be approved.8. That approval be given for a Service Level Agreement with Neighbourhood Services, based on the Community Caretaker Model, and specification at appendix 2, at a contract value of £100,803 per annum for an initial period of one year with an option to extend for a further year, with a £24,197 per annum contingency, the use of which to be approved by the Service Director Communities following consultation with the North Area Councillors.9. That the North Area Council Manager be authorised to carry out any necessary required actions to progress the Service Level Agreement.

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BARNSELY METROPOLITAN BOROUGH COUNCIL

REPORT OF THE: EXECUTIVE DIRECTOR CHILDREN’S SERVICES

TITLE: SCHOOL TERM TIMES AND HOLIDAY DATES FOR COMMUNITY AND VOLUNTARY CONTROLLED SCHOOLS 2024-2025

REPORT TO:	CABINET
Date of Meeting	8 March 2023
Cabinet Member Portfolio	Children’s Services
Key Decision	Yes
Public or Private	Public

Purpose of report

To seek approval for the term times and holiday dates pattern for the 2024-2025 school year to maintain the three-year rolling programme of dates.

Council Plan priority

The proposed arrangements primarily support the Council Plan’s priority for a **Learning Barnsley** through which children and young people achieve the best outcomes, including improved educational attainment, by admission and attendance at schools’ which are judged to be ‘Good’ or ‘Outstanding’ by Ofsted

Recommendations

That Cabinet:-

- 1. Approve the draft proposed term times and holiday dates for 2024-2025.**

1. INTRODUCTION

- 1.1 The setting of the three-year rolling programme of term times was introduced to enable schools to plan strategically over a longer period.
- 1.2 It was agreed that in each successive year the pattern will be extended by a further year to maintain the rolling three-year programme
- 1.3 Term dates are determined by a set of agreed principles adopted by 26 Local Authorities in the North East of England and the proposed draft is compliant

with these.

- 1.4 Consideration was given to a proposed change from the traditional model in 2018-2019 and Barnsley Council undertook discretionary consultation with a wider group of stakeholders than was required statutorily.
- 1.5 Following analysis of the responses, Cabinet determined that the 'traditional' pattern of a long summer break would remain and that full consultation would not be required for the following years unless there was a significant demand for change, to acknowledge that the overall response previously was to remain with the traditional pattern.
- 1.6 The LA has not received any significant requests or demand to deviate from the proposed traditional pattern of term dates.
- 1.7 Cabinet should note that there will be an additional bank holiday for the 2022-23 academic year due to King Charles III's coronation. This will be 8th May 2023.

2. PROPOSAL

- 2.1 It is proposed that the continuation of the current 'traditional' pattern of school term and holiday dates be adopted for the academic year 2024-2025.
- 2.2 No changes are proposed at this time at this time given that schools are still working under significant pressures resulting from Covid and some element of stability would be beneficial.
- 2.3 The traditional pattern meets more of the Guiding Principles of the Yorkshire and North East Regions.
- 2.4 The traditional pattern ensures that there are fewer split and shorter weeks in schools to support school planning and attendance.

3. IMPLICATIONS OF THE DECISION

3.1 Financial and Risk

There are no implications arising from this report.

3.2 Legal

The proposed traditional pattern is compliant with the legal requirement that local authority maintained schools must open for at least 380 sessions (190 days) during a school year, this equates to 195 term time days, minus 5 inset days set by each school where children are not required to attend.

3.3 Equality

The proposed policy complies with all relevant legislation and is fair and transparent across the Borough for all service users. An equality impact assessment has been compiled and is appended to this report.

3.4 Sustainability

There are no implications for sustainability in the Borough directly arising through consideration of the proposed school term and holiday dates for the 2024/25 school year.

3.5 Employee

There are no direct implications arising from this report.

3.6 Communications

There are no implications arising from this report.

4. CONSULTATION

4.1 Discussions have taken place between the four South Yorkshire Local Authorities, as they do on an annual basis, to co-ordinate holiday dates as far as possible.

4.2 Sheffield and Doncaster Local Authorities now adopt a fixed Easter pattern. Wakefield is likely to remain with the traditional pattern. Rotherham are consulting on both the traditional and fixed Easter patterns for 2024-25, they have used the fixed pattern for one year but will be consulting on both fixed and traditional.

4.3 The largest cross border movement of Barnsley pupils is within Rotherham and Wakefield. The proposed dates for Barnsley will be aligned with Wakefield, Kirklees, Calderdale and Leeds.

4.4 The relevant Trade Unions have been consulted and responses have been received from NASUWT with no objections to the drafts circulated.

4.5 Primary and Secondary headteachers in Barnsley have been consulted, and respondents agreed that the traditional model supports the guiding principles and ensures fewer short weeks to aid school attendance.

5. ALTERNATIVE OPTIONS CONSIDERED

5.1 The fixed Easter option was drafted and shared with primary and secondary headteachers, as well as the two main Trade Unions NEU and NASUWT. The fixed Easter does not fulfil as many of the guiding principles and would result in more split and shorter weeks that would impact on school attendance. Concerns were raised that if Barnsley opted for a fixed Easter there would be

a longer summer break prior to the 2025-26 academic year which could negatively impact the borough's most vulnerable families.

6. REASONS FOR RECOMMENDATIONS

- 6.1 The draft proposal to continue with the traditional pattern for Barnsley Community and Voluntary Controlled schools adheres to the agreed Yorkshire and North-East guiding principles.
- 6.2 The proposed traditional pattern ensures that there a fewer split and shorter school weeks to support school attendance.
- 6.3 Trade unions and schools are supportive of remaining with the traditional pattern.

7. GLOSSARY

None

8. LIST OF APPENDICES

Appendix 1: Draft proposed School Term and Holiday dates 2024/2025

Appendix 2: Guiding principles analysis 2024/2025

Appendix 3: Equality Impact Assessment – School Holiday and Term dates for Community and Voluntary Controlled Primary and Secondary Schools (2024/2025)

9. BACKGROUND PAPERS

If you would like to inspect background papers for this report, please email governance@barnsley.gov.uk so that appropriate arrangements can be made

10. REPORT SIGN OFF

Financial consultation & sign off	Senior Financial Services officer consulted and date <i>Joshua Amahwe (06/01/22)</i>
Legal consultation & sign off	Legal Services officer consulted and date <i>Jason Field 23/12/22</i>

Report Author: Lucy Matanga
Post: School Admissions and Access Manager

BARNSELY METROPOLITAN BOROUGH COUNCIL
SCHOOL CALENDAR FOR THE 2024/25 ACADEMIC YEAR



For community and voluntary controlled primary, secondary and special schools

September (21 Days)							October (19 Days)							November (20 Days)						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
						1		1	2	3	4	5	6					1	2	3
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
23	24	25	26	27	28	29	28	29	30	31	25	26	27	28	29	30				
30																				

December (15 Days)							January (20 days)							February (15 days)						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
						1			1	2	3	4	5						1	2
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23
23	24	25	26	27	28	29	27	28	29	30	31	24	25	26	27	28				
30	31																			

March (21 Days)							April (11 Days)							May (16 Days)						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
					1	2		1	2	3	4	5	6				1	2	3	4
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24	25	26	27	28	29	30	28	29	30	26	27	28	29	30	31					
31																				

June (21 Days)							July (16 Days)							August						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
						1		1	2	3	4	5	6					1	2	3
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
23	24	25	26	27	28	29	28	29	30	31	25	26	27	28	29	30	31			
30																				

 Bank Holidays
 School Holidays

195 days – including 5 days to be taken as professional development days for teaching staff

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Children's Services Directorate

SCHOOL CALENDAR FOR THE 2024-2025 ACADEMIC YEAR
For community and voluntary controlled schools

GUIDING PRINCIPLES

	Option 1 Traditional	Comments
Wherever possible, in any academic year, terms should be of equal length and split weeks avoided or kept to a minimum. Where there is an odd number of weeks the second half term should be shorter of the two.	√	Summer term is split 4/7 – unavoidable due to Easter
The school year will normally start on the first day of September. During the consultation it was proposed that for Barnsley schools the first day of term should be a Monday in order that staff and children do not start a new school year in a split week.	√	
The Autumn half term break will be five days which are the last period Monday to Friday in October. According to the year, October half term can start as early as Monday, 21 October and as late as Monday, 27 October.	√	
The Christmas break will include at least 10 school days, and will normally start at the end of the school day on the Friday which is on, or otherwise immediately prior to, 22 December. It will include the New Year's Day holiday which is outside that period, and the day after New Year's Day, where this is a weekday.	√	
The February half term holiday will be five days Monday to Friday, which divides the term as far as possible into two equal parts. Where there is an odd number of weeks the second half will be the shorter of the two.	√	Yes – split is 7/6
Easter Break - The Spring Term will normally end at the close of the afternoon session on the Friday before Good Friday. The holiday will be 10 schools days. Where the LGA recommended patterns would result in a break between the Easter bank holidays and the school Easter holidays, consideration will be given to modifying Easter to incorporate the bank holidays in the school holiday. The Easter bank holidays could be at the start (with the Spring Term ending at the close of the afternoon session on the Thursday before Good Friday), middle, or end of the school Easter break, but never outside the break itself.	√	
The Spring Bank half term will be five days Monday to Friday from the statutory holiday which falls as the last Monday in May.	√	
End of School Year - Taking into account the above pattern, term will end on the date which achieves 195 school days of which five days shall be declared training days. The term will normally end on the third Friday in July The summer break will not be less than five weeks and preferably not less than six weeks.	√	

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Equality Impact Assessment

Stage 1 Details of the proposal

Name of service Directorate	Children's Services
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Name of officer responsible for EIA Name of senior sponsor	School Admissions and Access Manager
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Description / purpose of proposal	School Holiday and Term dates 2024-2025
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Date EIA started	16/12/2022
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Assessment Review date	Not applicable in this instance
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Stage 2 - About the proposal

What is being proposed?	School Holiday and Term dates for academic year 2024-2025
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Why is the proposal required?	The LA sets the school holiday and term dates for community and voluntary controlled schools on a rolling 3 year basis.
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What will this proposal mean for customers?	The LA must ensure that the Yorkshire and North-East guiding principles are followed, alongside the statutory requirements of 195 days per academic year. It also ensures that we consider local implications by liaising with neighbouring authorities.
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Stage 3 - Preliminary screening process

Use the [Preliminary screening questions](#) (found in the guidance) to decide whether a full EIA is required

- Yes - EIA required (go to next section)
 No – EIA not required (provide rationale below including name of E&I Officer consulted with)

Stage 4 - Scoping exercise - What do we know?

Data: Generic demographics

What generic data do you know?

Data: Service data / feedback

What equalities knowledge do you already know about the service/location/policy/contract?

Department for Education statistical information on the characteristics of children at the Early Years Foundation Stage in Barnsley, together with informal consultation with parents and carers'

Data: Previous / similar EIA's

Has there already been an EIA on all or part of this before, or something related? If so, what were the main issues and actions it identified?

No

Data: Formal consultation

What information has been gathered from formal consultation?

Discussions have taken place with neighbouring authorities, relevant Trade Unions, and primary and secondary headteachers in the borough.

Stage 5 - Potential impact on different groups

Considering the evidence above, state the likely impact the proposal will have on people with different protected characteristics

(state if negative impact is substantial and highlight with **red text**)

Negative (and potentially positive) impacts identified will need to form part of your action plan.

Protected characteristic	Negative ' - '	Positive ' + '	No impact	Don't know	Details
Sex			X		
Age			X		
Disabled <i>Learning disability, Physical disability, Sensory Impairment, Deaf People ,invisible illness, Mental Health etc</i>			X		
Race			X		
Religion & Belief			X		Religious holidays such as Eid/Hannukah may be allowed at the discretion of the school/academy/MAT.
Sexual orientation			X		
Gender Reassignment			X		
Marriage / civil partnership			X		
Pregnancy / maternity			x		

Other groups you may want to consider

	Negative	Positive	No impact	Don't know	Details
Ex services			X		
Lower socio-economic			X		

Other ...			x		
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Stage 6 - BMBC Minimum access standards

If the proposal relates to the delivery of a new service, please refer to the Customer minimum access standards self-assessment (found at)
 If not, move to Stage 7.

Not yet live

Please use the action plan to be taken to ensure the new service complies with reasonable adjustments for disabled people.

- The proposal will meet the minimum access standards.
- The proposal will not meet the minimum access standards. –provide rationale below.

Stage 7 – Action plan

To improve your knowledge about the equality impact . . .

Actions could include: community engagement with affected groups, analysis of performance data, service equality monitoring, stakeholder focus group etc.

Action we will take:	Lead Officer	Completion date

To improve or mitigate the equality impact . . .

Actions could include: altering the policy to protect affected group, limiting scope of proposed change, reviewing actual impact in future, phasing-in changes over period of time, monitor service provider performance indicators, etc.

Action we will take:	Lead Officer	Completion date

To meet the minimum access standards . . .(if relevant)

Actions could include: running focus group with disability forum, amend tender specification, amend business plan to request extra 'accessibility' funding, produce separate MAS action plan, etc.

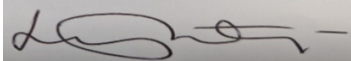
Action we will take	Completion date
Not yet live	

Stage 8 – Assessment findings

Please summarise how different protected groups are likely to be affected

Summary of equality impact	There are no specific implications arising from this report and the proposed dates are fully compliant with legislation, ensuring that the Council is meeting obligations in relation to statutory requirements.
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Summary of next steps	
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Signature (officer responsible for EIA) Date	 20/12/22
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**** EIA now complete ****

Stage 9 – Assessment Review

(This is the post implementation review of the EIA based on date in Stage 1 if applicable)
What information did you obtain and what does that tell us about equality of outcomes for different groups?

BARNSELY METROPOLITAN BOROUGH COUNCIL

REPORT OF: DIRECTOR OF CORE SERVICES
TITLE: Quarter 3 Corporate Performance Report

REPORT TO:	Cabinet
Date of Meeting	8th March 2023
Cabinet Member Portfolio	Core Services
Key Decision	No
Public or Private	Public

Purpose of report

The purpose of this report is to introduce the Council Plan Performance Report, drawing upon information available for Q3 (October - December 2022), and to provide an overview of achievement in delivering the priorities and outcomes of the Council Plan 2021-24.

Council Plan priority

All

Recommendations

That Cabinet:-

- 1. Review, challenge and scrutinise the contents of the Corporate Performance Report in relation to the delivery of the Corporate Plan priorities and outcomes.**
- 2. The Performance Report is shared with the Overview and Scrutiny Committee to inform and support their ongoing work programme.**

1. INTRODUCTION

Our [Council Plan for 2021 to 2024](#) sets out what we aim to achieve over three years. Our plan gives us a clear direction to recover from the COVID-19 pandemic and build our borough back better and fairer. It focuses on how we collectively deliver our services across the council to best support residents, communities, partners and business. It explains what we want to do, how we plan to do it, and how we'll measure whether we're on track to achieve it.

The Council Plan has been developed alongside the work that has taken place for the [Barnsley 2030](#) project through a series of activities with residents, businesses, employees and other key stakeholders across the borough to build a picture of what Barnsley is like now and what we want it to be like by 2030.

We have five priorities which are supported by 12 Outcomes: 63 Critical Success factors (Key Performance Indicators) have been aligned to the Outcomes to allow us to assess our performance against each Outcome.

Our priorities

- **Healthy Barnsley** – People can access all the care and support they need, at the right time and in the right place.
- **Learning Barnsley** – The opportunities available for young and adult learners mean that everyone can fulfil their learning potential, helping them build the skills they need to get into work and progress their careers.
- **Growing Barnsley** – Barnsley is an inclusive place where everyone can find suitable employment, live in a high-quality home that's right for them, and access the fast and affordable digital resources they need.
- **Sustainable Barnsley** – Protecting our borough for future generations
- **Enabling Barnsley** – Our priority to ensure that our council is modern, inclusive, efficient, productive and high-performing.

Our priorities and outcomes

Barnsley - the place of possibilities			
Healthy Barnsley	Learning Barnsley	Growing Barnsley	Sustainable Barnsley
People are safe and feel safe.	People have the opportunities for lifelong learning and developing new skills including access to apprenticeships.	Business start ups and existing local businesses are supported to grow and attract new investment, providing opportunities for all.	People live in great places, are recycling more and wasting less, feel connected and valued in their community.
People live independently with good physical and mental health for as long as possible.	Children and young people achieve the best outcomes through improved educational achievement and attainment.	People have a welcoming, safe and enjoyable town centre and principal towns as destinations for work, shopping, leisure and culture.	Our heritage and green spaces are promoted for all people to enjoy.
We have reduced inequalities in health and income across the borough.	People have access to early help and support.	People are supported to have safe, warm, sustainable homes.	Fossil fuels are being replaced by affordable and sustainable energy and people are able to enjoy more cycling and walking.
Enabling Barnsley We are a modern, inclusive, efficient, productive and high-performing council			

Quarter 3 Performance

45 Critical Success factors were reported in Q3. 26 Were Rag rated green, 9 were amber and 10 were red. Improvements were made in the sustainable Barnsley priority, with none of the indicators flagging as red or amber. Healthy Barnsley has seen the biggest change from the last quarter, however there are a number of annual PI's reported at different points in the year on this priority meaning we are not always comparing the same indicators from on quarter to the next.

Viewing the Report

Progress against our priorities and outcomes at the critical success factor level can be viewed via the new council performance dashboard and can be accessed via the link below. It is important to review the quarterly dashboard as it provides a detailed review of each of our Critical Success Factors including a red, amber and green (RAG) rating. This RAG rating is applied to each of our Critical Success Factors (CSF), which tracks our progress to achieving our vision of Barnsley, the place of possibilities.

[Dashboard Link](#)

2. PROPOSAL

That Cabinet:-

- 1. Review, challenge and scrutinise the contents of the Corporate Performance Report in relation to the delivery of the Corporate Plan priorities and outcomes.**
- 2. The Performance Report is shared with the Overview and Scrutiny Committee to inform and support their ongoing work programme.**

3.IMPLICATIONS OF THE DECISION

3.1 Financial and Risk

The report includes finance related performance information

3.2 Legal

None

3.3 Equality

Not applicable – our Corporate Plan is aligned with our public sector Equality Duty and therefore Equality is inherent within the framework

3.4 Sustainability

Decision-making wheel not completed as this is the regular performance report and it is therefore not applicable. This report updated on performance against out sustainability ambitions.

3.5 Employee

None

3.6 Communications

A press release will be released when these papers become public.

4. CONSULTATION

Consultations have taken place with a number of officers from all Directorates within the council who have contributed to the report and its content.

Consultation has also taken place with all members of the Senior Management Team who have collectively reviewed the report.

5. ALTERNATIVE OPTIONS CONSIDERED

5.1 Not Applicable

6. REASONS FOR RECOMMENDATIONS

6.1 This is a regular report where cabinet are invited to scrutinise and comment on performance.

7. GLOSSARY

CPR – Corporate Performance Report

Rag – Red, Amber, Green Rating of indicators

8. LIST OF APPENDICES

None

9. BACKGROUND PAPERS

If you would like to inspect background papers for this report, please email governance@barnsley.gov.uk so that appropriate arrangements can be made

10. REPORT SIGN OFF

Financial consultation & sign off	<i>This report contains financial performance information and has been produced in conjunction with HOS and Service Director of Finance</i>
Legal consultation & sign off	No Legal Implications – Regular Report

Report Author: Jill Bills

Post: Performance, Policy & Equalities Manager

Date:13/03/23

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BARNSLEY METROPOLITAN BOROUGH COUNCIL

REPORT OF: Executive Director – Core Services & Director – Finance
(Section 151 Officer)

TITLE: CORPORATE FINANCE PERFORMANCE Q3 2022/23

REPORT TO:	Cabinet
Date of Meeting	8 March 2023
Cabinet Member Portfolio	Core Services
Key Decision	No
Public or Private	Public

Purpose of report

To consider the financial performance of the Authority during the third quarter ended 31st December 2022 and assess the implications against the Council's Medium-Term Financial Strategy (MTFS).

Council Plan Priority

All

Recommendations

That Cabinet:

1. Note that the 22/23 financial position for the Council as at Quarter 3 is for a projected operational overspend of £12.1M; this to be funded from reserves previously earmarked for this purpose as a one-off measure in this financial year only.
2. Specifically note the significant pressures which continue to be experienced within Children's Social Care.
3. Authorise the S151 Officer to realign recurrent under and over-spending budgets across the Council as appropriate.
4. Note the current 22/23 forecast of a balanced position on the Housing Revenue Account.

5. Approve the write off of debt which is uneconomical to collect totalling £0.519M.
6. Note the forecast position and ongoing review of the Council's Capital Programme.
7. Note the key messages from the Council's Q3 Treasury Management update.

1. INTRODUCTION

- 1.1 The Council's 22/23 budget was agreed by Full Council on the 24th February 2022. This was predicated on the delivery of several key assumptions, whilst also highlighting significant emerging risks that would also require addressing over the planning period. As such, the updated MTFs set aside one-off resources to temporarily mitigate these anticipated pressures pending the development of a transformation and efficiency plan to address the anticipated budget gaps on a sustainable basis over the medium term.

2. PROPOSAL

Overall General Fund Position for the Quarter Ending December 2022

- 2.1 The table below summarises the Council's financial performance as at Q3 for 22/23.

Directorate	Approved Net Budget 2022/23	Projected Net Outturn 2022/23	Variance
	£'000	£'000	£'000
Children's Services	50,733	58,378	7,645
Growth & Sustainability	50,734	56,574	5,840
Place Health & Adult Social Care	54,154	50,161	(3,993)
Public Health & Communities	12,045	11,512	(532)
Core Services	21,926	21,764	(162)
Service Totals	182,592	198,390	8,798
Corporate / General Items	21,802	25,150	3,348
TOTAL General Fund	211,395	223,541	12,146
HRA	75,444	75,444	0

- 2.2 The current forecast is for a year-end overspend in the region of £12.1M, comprised of a Directorate/Service overspend of £8.8M together with an overspend on corporate budgets of £3.3M.
- 2.3 In line with the previously agreed financial strategy, the £12.1M will be addressed as a one-off measure from resources previously set aside this purpose. This strategy affording the opportunity to develop a transformation and efficiency plan capable of addressing the anticipated recurrent budget gaps over the medium term. Further

updates on the MTFS and the proposed programme of transformational activity will be submitted to Cabinet later in the financial year.

- 2.4 Further detail on each Directorate's position is highlighted below in paragraph 2.9. However, the overspends in the **Children Services** and **Growth and Sustainability Directorates**, continue to be of particular concern both of which are reporting significant and deteriorating overspend positions.

Corporate Resources

- 2.5 The above position excludes any impact in relation to core taxation (council tax and business rates). Council tax collection is currently forecast to be 95.6%, 0.4% below the stretch target of 96% but a further improvement since Q2 [each 1% equates to around £1M]. Council tax collection will be closely monitored in view of the ongoing 'cost of living' crisis and the impact this is having on household budgets.
- 2.6 Business rates collection is currently forecast to achieve the target of 97.5%, an extremely positive position in the current climate. Similar to Council Tax, business rate collection will be closely monitored in view of the ongoing impact that high inflation, increasing interest rates & the general macro-economic climate might have on business cashflow and profitability.
- 2.7 Overall the current arrears (debt) position as at the end of December 22 stood at £18.5M, a net reduction of £0.9M since Quarter 2, (£0.1M on brought forward debt and £0.8M on new in year debt). The Council's overall bad debt provision has been revised to reflect the current position on arrears with approval sought to write off **£0.519M** of arrears that has become uneconomical to collect.

DIRECTORATE UPDATES

- 2.8 Council services are forecasting a **significant financial pressure of £8.8M for 22/23**. Detailed variances and mitigation plans have been provided by respective Executive Directors as highlighted below.

Children's Services Directorate

Highlights

The latest approved budget for 22/23 for the Children's Directorate is **£50.733M**. The Directorate is forecasting an outturn of **£58.378M** [including earmarking requests] as at the end of Quarter 3, resulting in an operational overspend of **£7.645M**.

Childrens Directorate	Approved Net Budget 2022/23	Projected Net Outturn 2022/23	Variance	Dev't Plan Costs	LAC Placement Costs	Other Operational Costs
	£'000	£'000	£'000	£'000	£'000	£'000
Education, Early start & Prevention	12,079	11,456	-623	156	0	-779
Children Social Care & Safeguarding	33,037	41,305	8,268	3,522	4,087	659
Sub-Total	45,116	52,761	7,645	3,678	4,087	-120
Schools	5,617	5,617	0	0	0	0
Total – Childrens	50,733	58,378	7,645	3,678	4,087	-120

- 2.9 The Children's Services Directorate is forecasting an overspend of **£7.645M**.
- 2.10 The overspend in Children Services predominately relates to Children in Care placement costs (£4.087M).
- 2.11 Barnsley's LAC numbers at the end of Q3 were 389, an increase of 41 since the end of March 2022. Whilst this exceeds the planned number for the year (360), and profiled for the period to date, movements and changes in placements due to complexity of needs is also a significant factor for the increased forecast cost. The increase in the number of LAC placements in private residential children's homes continue to exert pressure on the budget with an overspend of £3.661M forecast for the year. There are currently 53 young people placed in external care homes (including 24 in semi-independent accommodation) at the end of Q3 an increase of 14 since Q2, and 23 more than the planned 30 at the start of the year (including 2 high-cost secure welfare / remand placements).
- 2.12 The position is further exacerbated by inflationary uplifts to fee amounts; and the increasing number of high tariff placements due to complexity of needs (currently 7 placements have weekly cost in excess of £8,000). The high tariff cost reflects competitive pressures in the care market in relation to the placement of complex young people, with providers charging for vacant beds to enable them to meet needs.

- 2.13 There is also a net cost pressure in fostering (£0.445M) across in-house and external foster care due to more children being in foster care placements (287) than budgeted for at this time in the financial year (263). Independent fostering placements have increased by 8 since April 2022, whilst the number with BMBC foster carers is currently 213, an increase of 29 since the end of March.
- 2.14 An overspend of £2.063M is forecast within Children’s Assessment and Care Management, predominately relating to staffing costs due to the use of agency staff to cover vacancies, sickness & maternity leave (£1.194m). This is aimed at increasing capacity and addressing caseload pressures as outlined in the CSC Development Plan (see para 3.13 below). In addition, the costs of legal / external counsel support continue to rise (£0.584M).
- 2.15 Children’s Disability & Short Breaks has a forecast overspend of £0.481M attributable to higher than anticipated direct payments, family support and S17 payments provided to families with disabled children. The significant cost of supporting a small number of disabled children with complex needs and a reduction in continuing care funding to meet identified health needs are also a contributory factor to the reported overspend.
- 2.16 The forecast outturn position includes costs (£3.678M) in 22/23 of implementing the range of actions included in the Children’s Development Plan aimed at improving and strengthening Children Services through the following:
- addressing caseloads / capacity pressures by using agency staff across case holding teams to cover vacancies / absences (£2.667M).
 - establishing a development board to improve senior management line of sight / performance as well as implementing a practice hub / model to develop and embed practice standards across the service (£0.273M).
 - creating a variety of additional permanent staffing roles across the business unit to further develop the service, quality, compliance, and outcomes for children (£0.206M).
 - increasing capacity in the Early Help Service (by creating additional family support worker posts) to address increased caseloads (£0.094M).
 - Other investment proposals (£0.438M) including retention payments, additional LAC commissioning capacity, etc.
- 2.17 The above overspends have been partly offset by underspends elsewhere across the Directorate.

Special Educational Needs

- 2.18 A significant overspend continues to be forecast within Special Educational Needs. An overall DSG deficit of £4.1M is forecast for Q3 (consistent with the Q2 reported position). This represents an increase of £1.5m when compared with the planned deficit for the year of £2.6M. The Council is currently participating in the DfE 2022/23 ‘Safety Valve Programme’, with discussions ongoing with the DfE through January 2023. The SVP is aimed at providing local authorities with financial support to address accumulated deficits. As part

of this process the Council submitted (January 2023) its updated DSG Management Plan and headline actions to deliver savings and achieve in-year sustainability by the period 2026/27.

Areas of Concern

- LAC numbers
- Recruitment and retention
- Children’s Development Plan
- SEND

Growth & Sustainability Directorate

Highlights

The latest approved budget for 22/23 for the Growth and Sustainability Directorate is **£50.734M**. The Directorate is forecasting an outturn of **£57.063M** as at the end of Quarter 3, resulting in an overspend of **£5.840M**.

Quarter 3 Position to the end of December 2022

Directorate	Approved Net Budget 2022/23	Projected Net Outturn 2022/23	Variance
	£'000	£'000	£'000
Regeneration & Culture	15,894	19,150	3,257
Environment & Transport	34,840	37,423	2,583
Total Growth & Sustainability	50,734	57,063	5,840
Housing Revenue Account	75,444	75,444	0

- 2.19 **Regeneration and Culture** are reporting an overspend of £3.257M. The key elements of this relate to an underachievement of commercial income [as compared to budget] of £0.835M and an overspend on general service delivery budgets of £0.637M namely additional cleaning, caretaking and security costs. These pressures are in part mitigated by an underspend on salary costs due to difficulties recruiting to several vacancies across the business unit (£1.044M), giving a net operational overspend of £0.428M.
- 2.20 However there has been significant rises in utility prices over the last financial year which has also affected the financial position, specifically in relation to asset / property costs. The latest data suggests a pressure of £2.828M as at Quarter 3.
- 2.21 **Environment and Transport** is reporting an overspend of **£2.583M**. Home to School Transport costs remain the largest single pressure where the service is currently forecasting a £1.070M overspend. This is mainly due to increased student numbers and higher prices from service providers. Car parking income also continues to show a shortfall against expected levels with an overspend of £0.495M, predominantly the result of patronage levels not yet recovering to pre-pandemic levels.
- 2.22 There has also been an increase in the cost of energy associated with street lighting [£0.854M] together with an increase in the cost of fuel for the Council’s fleet of vehicles [£0.182M]. Further additional inflationary pressures in waste (£0.307M) although this cost has been fully offset by additional income (£0.326M)

Areas of Concern

- Rising cost of energy
- Shortfall in commercial income from rents (business centers etc)
- Demand for Homes to School transport and rising provider costs

Housing Revenue Account (HRA)

2.23 The HRA is reporting a balanced position as at the end of Q3.

HRA Income

Dwellings rents are projected to achieve the budgeted level of income based upon projected stock levels by year end [accounting for anticipated right to buy sales / additions / void level during the year].

HRA Expenditure

A balanced position is forecast on the Repairs and Maintenance budget (£20.7M).

Increases in responsive repairs / assessments will be contained within the R&M budget via the ring-fenced contingencies held back to offset unanticipated demand, though it should be noted that any major incident or prolonged severe weather may impact this assumption.

The revenue cost of the accelerated roll out of Smoke / CO Alarms (£0.744M) and other increases in general HRA costs have been offset by lower than anticipated debt costs (£1.117M).

From a capital perspective, the BHS standard programme is anticipated to be completed by March 2023 with 46% completed to date.

Macro-Economic Climate / Cost of Living

As with the General Fund, the HRA continues to experience severe pressures as result of rising costs across several areas.

For example, the significant increase in the price of gas and electricity is expected to impact the District Heating scheme [£1.2M] which provides the energy for communal tenancies.

A reduction in the Council's support costs to the HRA is helping to mitigate these increased costs in this financial year.

Place Health and Adult Social Care

Highlights

The latest approved budget for 2022/23 for the Place Health and Adult Social Care Directorate is **£54.154M**. The Directorate is forecasting an outturn of **£50.161M** as at Quarter 3, resulting in an underspend position of **£3.993M** for the Directorate.

Quarter 3 position to the end of December 2022.

Directorate	Approved Net Budget 2022/23	Projected Net Outturn 2022/23	Variance
	£'000	£'000	£'000
Older People	32,120	30,371	(1,749)
Working Age Adults	26,839	26,674	(165)
SD/Management	(4,805)	(6,884)	(2,079)
Total for Directorate	54,154	50,161	(3,993)

2.24 **Older People** – The Older People Service is currently forecasting an underspend of -£1.749M. This underspend relates to staffing vacancies within the locality (-£0.323M) and Reablement teams (-£0.066M) as well as a reduced net spend on care provisions (-£1.314M). An overall underspend within the Assisted Living Technology service is also reported mainly due to the capitalisation of staffing costs (-£0.046M).

2.25 **Working Age Adults** – An overall underspend of -£0.165M is reported for the Working Age Adults service. This underspend relates to staffing vacancies within the Specialist Teams and Place Based Services (-£0.174M) and minor underspends on other operating costs across the service (-£0.013M). These underspends are partly offset by increased net costs on the purchasing budget for care provisions (£0.022M).

2.26 **Service Director / Management** – An underspend is reported within the Service Director account (-£2.079M) mainly as a result of currently uncommitted Adult Social Care grant resources.

2.27 The reported position assumes the full commitment of the resources carried forward from 2021-22 earmarked for specific programmes (e.g. Better Lives Programme).

Areas of Concern

- Fee levels from care providers
- Recruitment and retention

Public Health & Communities

Highlights

The latest approved net budget for the Public Health & Communities Directorate is **£12.045M**. The Directorate is projecting a net outturn for the year of **£11.513M** (after earmarkings of £0.916M), resulting in a forecast underspend of **£0.532M**.

Quarter 3 position to the end of December 2022.

Directorate	Approved Net Budget 2022/23	Projected Net Outturn 2022/23	Variance
	£'000	£'000	£'000
Public Health	4,358	4,061	(297)
Communities	7,687	7,452	(235)
Total for Directorate	12,045	11,513	(532)

2.28 An overall underspend of -£0.532 is forecast for the **Public Health and Communities Directorate**.

Public Health – (underspend of £0.297M)

2.29 The underspend within the **Public Health Business Unit (-£0.297M)** predominantly relates to staff vacancies / turnover in the Health Protection Service (-£0.150M). The Integrated Sexual Health Service is also reporting an underspend (-£0.070M) due to the reduction in costs of out of area GUM clinics. An underspend in Regulatory Services is also reported (-£0.077M) due in the main to staff vacancies and difficulty recruiting to technical posts. This is slight offset by minor overspends elsewhere in the business unit (£0.019M).

2.30 The above reported position assumes the full commitment/drawdown of the resources carried forward from 2021-22 (net £0.403M) earmarked for specific programmes, including the extension of the Covid 19 response and recovery structure to the end of March 2023.

Stronger, Safer and Healthier Communities – (Underspend of £0.235M)

2.31 The **Stronger, Safer and Healthier Communities Business Unit** is projecting an overall underspend of **(-£0.235M)**. This underspend is predominantly due to staff vacancies and a reduction in the cost of Supplies & Services (-£0.426M); this being partly offset by an increase in temporary accommodation costs (-£0.191M).

Areas of Concern

- Rising cost of accommodation for the Homeless

Core Directorate

Highlights

The latest approved budget for 22/23 for the Core Directorate is **£22.502M**. The Directorate is forecasting an outturn of **£22.340M** as at the end of Quarter 3, resulting in an underspend of **£0.162M**.

Quarter 3 Position to the end of the quarter ending December 2022

Directorate	Approved Net Budget 2022/23	Projected Net Outturn 2022/23	Variance
	£'000	£'000	£'000
CID	7,596	7,411	(185)
Finance	4,415	4,532	117
Business Imp, HR & Comms	4,799	4,560	(239)
Law & Governance	5,692	5,837	145
Total – Core	22,502	22,340	(162)

- 2.32 **Customer Information & Digital Services** is forecasting an underspend of (-£0.185M), primarily due to an underspend on staffing across the business unit, slightly offset by temporary agency spend to undertake one-off development work.
- 2.33 **Finance** is projecting an overspend of £0.117M. This relates to an overspend on Catering Services (£0.263M) due to the rising cost of food, which is currently not being passed on to customers, partly offset by an underspend on staffing cost (-£0.146M) in Finance due to delays in recruitment to the new structure.
- 2.34 **Business Improvement, HR and Communication** is forecasting an underspend of -£0.239M which relates to underspends on staffing costs due to vacancies (-£0.342M), offset by an overspend on the Barnsley Spotlight Magazine (£0.048M) and Interpreter Fees (£0.055M).
- 2.35 **Law and Governance** is forecasting an overspend of £0.145M. An underspend on staffing across the business unit (£0.654M) is offset by agency spend in Legal Services (£0.434M), lost SLA income from the former South Yorkshire Joint Authorities (£0.265) and other miscellaneous costs including those relating to Operation London Bridge (£0.100M).

Areas of concern

- Rising cost of food supplies in Catering Services
- Increased legal expenditure
- Loss of income within the Governance Services

Corporate Budgets

- 2.36 **Corporate budgets** continue to project an overspend of £3.348M (no change since Q2) due to the higher than anticipated cost of the 22/23 pay award offset by an underspend in borrowing costs {Appendix 1 refers}.

Area of concern

- Future pay costs
- Rising interest rates
- Delivery of Transformation programme

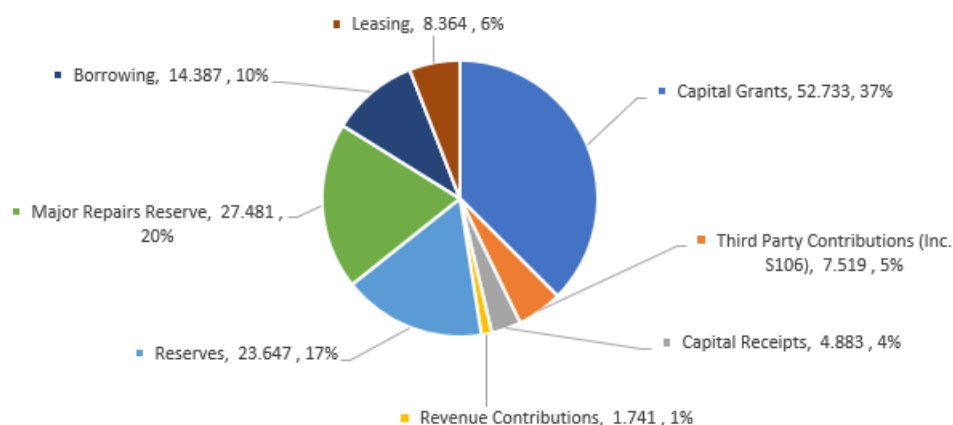
Overall Capital Programme Position as at the end of December 2022

- The Council's Capital Programme for the 22/23 financial year is currently projecting overall lower than anticipated expenditure of **£11.651M**, this being predominantly due to scheme slippage.
- The Council's Capital Programme over the five-year period to 2026/27 is currently projecting overall higher than anticipated expenditure of **£0.339M** due to minor cost variations.
- New schemes / allocations, predominantly within Growth & Sustainability, have also been approved during the Quarter totalling **£6.555M**.

2.37 The Council's capital programme is planned over the five-year period 22/23 through 26/27 and has a total projected cost of £191.5M. Current forecast spend in 22/23 totals £129.1M as highlighted in the table below:

<u>Directorate</u>	2022/23 Capital Programme £M	2022/23 Projected Outturn £M	2022/23 Variance £M	Total Capital Programme £M	Total Projected Outturn £M	Total Variance £M
Children's Services	5.715	3.670	(2.045)	8.360	8.574	0.214
Growth & Sustainability	83.735	75.397	(8.338)	124.572	124.697	0.125
Public Health & Communities	0.375	0.186	(0.189)	0.375	0.375	-
Place Health & Adult Social Care	4.300	4.300	-	8.716	8.716	-
Core Services	5.591	4.512	(1.079)	8.110	8.110	-
Housing Revenue Account	41.039	41.039	-	41.039	41.039	-
Total	140.755	129.104	(11.651)	191.172	191.511	0.339

2.38 The above costs are to be funded from a variety of sources as highlighted in the chart below, the majority of which are from external grants and reserves specifically earmarked for capital priorities:



2.39 It should be noted that the information above relates only to capital projects where funding has been formally approved through the Council's governance arrangements. There is currently a further £32.629M of provisional funding, mostly relating to future year allocations, which will be incorporated into the five year programme in due course.

Key Variances

Scheme Slippage

2.40 There has been programme slippage across several schemes during Q3 totalling £12.271M (where expenditure plans are expected to be utilised in a future year rather than the current year, due to events largely outside of the Council's control). Significant scheme slippage is explained below:

Directorate	Scheme	£M	Explanation
Growth & Sustainability	M1 Junction 37 Phase 2	(£3.435M)	Delays in the acquisition of third-party land by the developer has resulted in scheme slippage & spend. Whilst some expenditure is expected to be incurred in 22/23, a new revised spend profile has been approved by SYMCA which extends the overall project into the 2024.
Children's Services	Elmhirst Youth Centre	(£1.000M)	Approved contractors have recently commenced work, however the majority of this spend will now take place in the next financial year.
Core Services	Worsborough & Elsecar Reservoirs	(£1.000M)	Banking repairs are yet to start on site due to inclement weather, meaning it is unlikely that previously expected spend levels will occur this financial year. It is anticipated that all repair works will be completed in 23/24.
Growth & Sustainability	Car Parking Strategy	(£0.808M)	Procurement delays have meant works are yet to start on site. The final stages of the process are currently being agreed, with a 2023 roll out now expected.
Children's Services	Children in Care Residential Home	(£0.800M)	The process of securing a suitable property is underway with numerous options being assessed. However, this is unlikely to be completed within this financial year.
Growth & Sustainability	Glass Works Phase 2	(£0.754M)	Slippage is linked directly to leasing activity and expenditure due to be incurred for the remaining unlet units. It is anticipated all remaining units will be successfully let during 23/24 in line with the leasing strategy and scheme aspirations.
Various	Other	(£4.474M)	
		(£12.271M)	

Scheme Re-Phasing

2.41 There has been programme re-phasing across several schemes during Q3 totalling £0.500M (where additional works have been completed earlier than originally planned due to proactive project planning). The variance is made up primarily of schemes within the Highways capital programme.

Variation in Scheme Costs

- 2.42 A variation in scheme costs totalling £0.399M relates to an estimated net increase in expenditure across several schemes following cost variations / scheme completion. The bulk of this {£0.250M} relates to the development and improvement of the transfer loading station at Smithies Depot where during Quarter 3 additional costs have been incurred due to the rising cost of materials. It is proposed to fund this increase through a contribution from the service's revenue account.

New Approvals

- 2.43 In addition, several new approvals and allocations have taken place during the Quarter [£6.5M] as summarised in the table below:

Reconciliation Between 22/23 Quarter Two and Quarter Three Positions:	Directorate	Capital Programme £M
Quarter 2 Approved Total Position		134.200
<u>Approved Schemes During Quarter 3:</u>		
Social Housing Decarbonisation Fund	Growth & Sustainability	2.511
Elmhirst Youth Centre	Children's Services	1.304
LAD2	Growth & Sustainability	1.300
Market Gate Bridge	Growth & Sustainability	0.443
Athersley IKIC Centre	Children's Services	0.298
Libraries Refurbishment	Public Health & Communities	0.242
Other		0.457
Total New Approvals		6.555
TOTAL QUARTER 3 CAPITAL PROGRAMME		140.755

Future Funding

- 2.44 The following paragraphs outline some of the key capital funding opportunities that are currently being pursued:
- **Levelling Up Round 2** – the Council submitted two bids for Levelling Up Round 2 Funding, one for the Town Centre has been successful in gaining £10.2M of LUF monies. The other bid for Elsecar was not successful with alternative funding routes now being explored.
 - **Cannon Hall Roof** – a bid for £0.900M was recently submitted to Arts Council England for funding from the Museum Estate Development Fund (MEND) for Cannon Hall roof repairs / replacement.

A decision on the bid is expected by 31st March 2023.
 - **Brownfield Sites** - £40M is to be passed directly to SCR (£8M per year over a 5-year period) by MHCLG to develop housing on brownfield sites.
 - **SYMCA Gainshare Allocations:** Members are asked to note that discussions are currently ongoing between the Council and SYMCA regarding this allocation and approval routes to release this funding on key council priorities i.e. SEAM, Principal Towns – detailed updates will be provided later in the year.

Treasury Management Update as at End of December 2022

Economic Summary

- The UK Bank Rate increased from 2.25% to 3.5% during the Quarter.
- PWLB borrowing rates over the third quarter of 22/23 have become less volatile as a level of confidence returned to financial markets.
- Latest forecasts are for the Bank Rate to peak at around 4.5% by Spring 2023.
- A slight reduction in the Consumer Price Index (CPI) measure of inflation to 10.7% in November 2022 (down from 11.1% in October 2022).

Borrowing Activity

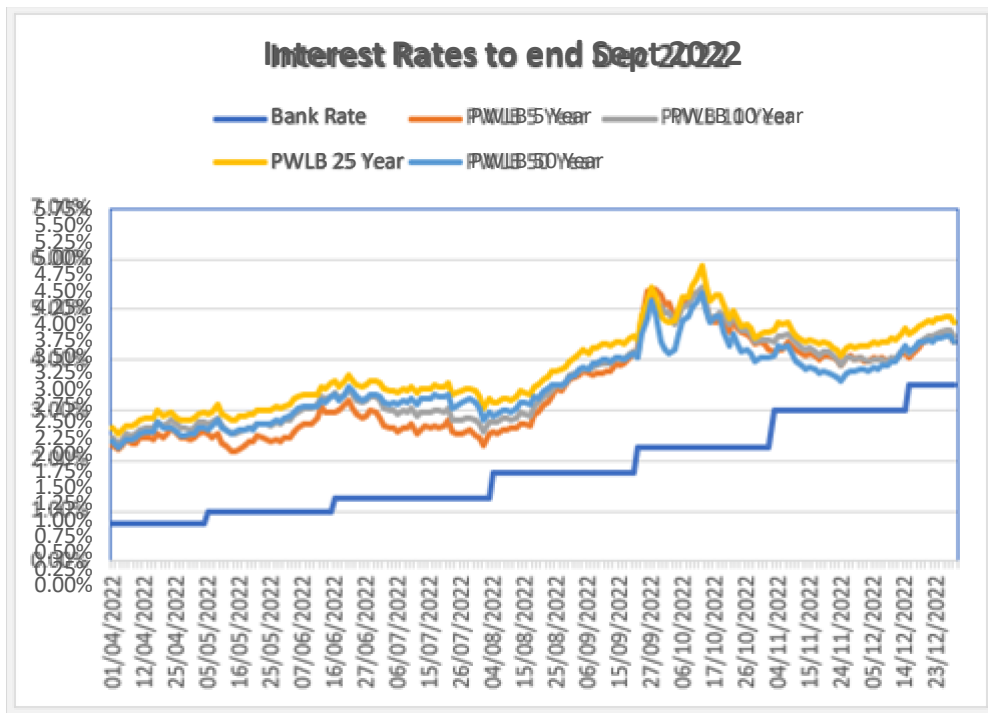
- No new long-term borrowing undertaken during the Quarter.
- A total external borrowing requirement of up to £240.3 Million by the end of 2024/25.
- Fixed rate exposure targets for the period to 24/25 remain in place to manage interest rate risk and create cost certainty within the budget.
- Over this period, £64.4 Million would need to be addressed through fixed rate borrowing in order to meet the Council's revised interest rate exposure targets.

Investment Activity

- A net decrease in investment balances of £14.2 Million during the Quarter.
- Security and liquidity remained the key priorities, and with this in mind an appropriate balance of cash was deposited in secure Money Market Funds and instant access accounts.
- During the Quarter, Officers continued to take advantage of the competitive rates offered on short term local authority deposits.
- Investment rates have continued to increase during Quarter 3 and are expected to improve further, in-line with the forecast Bank Rate increases over the next financial year.

Key Messages – Economic Summary

- 2.45 In mid-December, the Bank of England announced another increase in the Bank Rate to 3.5% and warned that further increases are likely in order to sustainably return inflation to the target level of 2%. This was the ninth consecutive Bank Rate increase over the past 12-month period and took rates to their highest level since autumn 2008. It rounded off a challenging year for economies worldwide, impacted by the war in Ukraine, rising inflation, higher interest rates and recessionary concerns.
- 2.46 PWLB rates experienced a period of high volatility at the end of September 2022 under the Truss/Kwarteng Government. Since then, as a result of confidence returning to financial markets following the appointment of the Sunak/Hunt Government, PWLB rates have stabilised during the quarter to December 2022 and Officers continue to closely monitor interest rates.



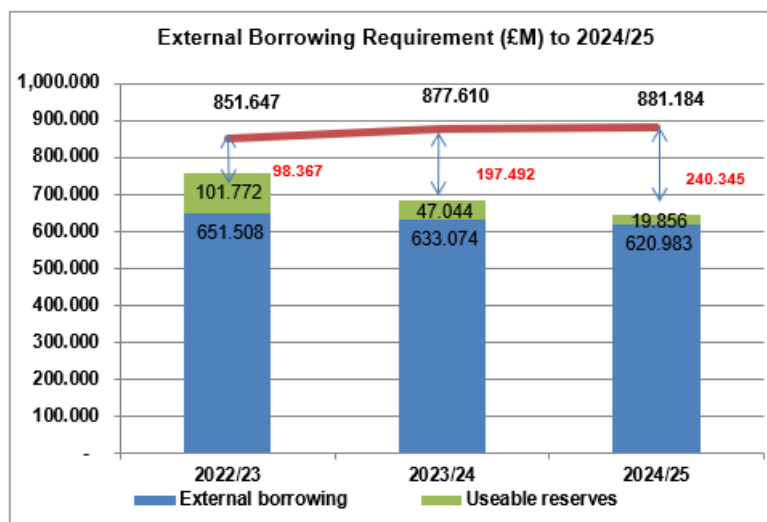
2.47 The Base Rate increased to 3.5% in December 2022. The latest view from the Council's Treasury Management Advisers, Link Group (as at 19th December) is that the Bank of England will increase the Bank Rate a further three times, at their meetings in February, March and May, to a peak of 4.50%, before falling back to lower levels by 2024/25:

	<i>Latest</i>	<i>Mar-23</i>	<i>Sep-23</i>	<i>Mar-24</i>	<i>Sep-24</i>	<i>Mar-25</i>	<i>Sep-25</i>
UK Base Rate ~ Link Group	3.50%	4.25%	4.50%	4.00%	3.50%	3.00%	2.50%
UK Base Rate ~ Capital Economics	3.50%	4.50%	4.50%	4.25%	3.50%	3.00%	-
PWLB Certainty 50 Years ~ Link Group	4.30%	4.30%	4.20%	3.90%	3.70%	3.50%	3.20%
PWLB Certainty 50 Years ~ Capital Economics	4.30%	4.10%	3.90%	3.80%	3.60%	3.60%	-

Key Messages – Borrowing Activity

2.48 The Council's borrowing strategy is to limit its exposure to interest rate risk whilst maintaining an appropriate level of internal borrowing in order to minimise its financing costs.

2.49 No new long-term borrowing was undertaken during the third quarter, however, based on current capital plans it is anticipated that the Council will need to borrow up to £240.3M by the end of 2024/25.

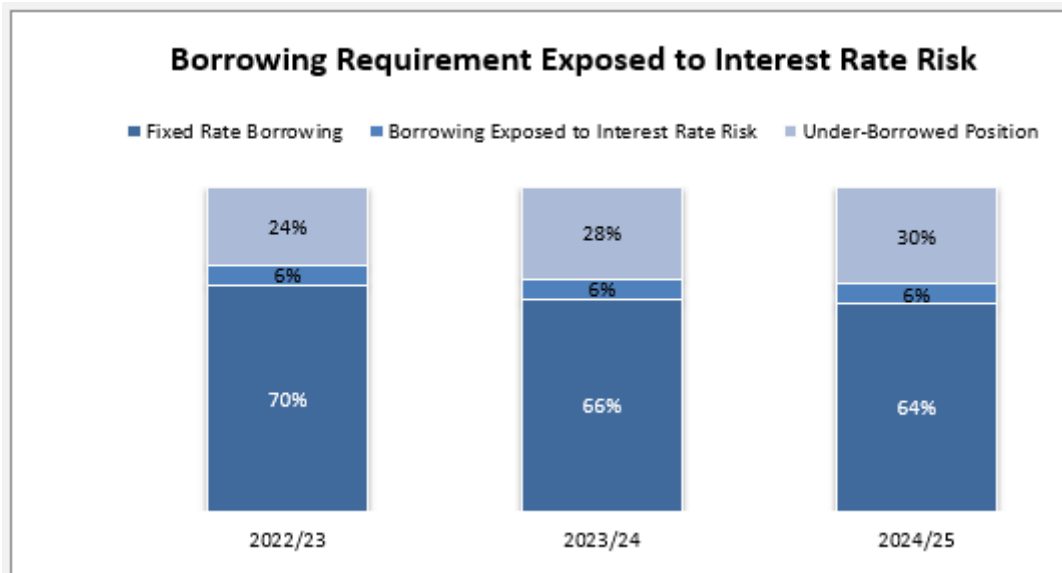


Projected external borrowing requirement 2022/23 – 2024/25	£M
Planned capital investment	54.674
Maturing loans / reduced support from useable reserves	201.034
Amounts set aside to repay debt	(15.363)
Total	240.345

2.50 The Council is committed to maintaining its exposure to interest rate risk within the current limits set out below. The Council applies an agile approach to our treasury strategy given the number of variables impacting on interest rate forecasts. This will enable the Council to achieve optimum value and help to manage risk exposure in the long-term. Ongoing reviews will be undertaken by treasury officers and any further recommendations by the Section 151 Officer in relation to the prevailing interest rate environment and exposure targets will be reported to Members.

Interest Rate Risk Exposure	2022/23	2023/24	2024/25
Limit on Variable Rate Borrowing / Unfinanced CFR	30%	30%	30%

2.51 The following graph shows that the borrowing target for 2022/23 has been achieved early (70% fixed rate). Based on the latest projections, should the Council take no further fixed rate borrowing there would be an exposure of 34% to variable rates in 2023/24 and 36% in 2024/25. The Council’s strategy is to mitigate the risk of this interest rate exposure and the advice of the Section 151 Officer is to operate within the 70% fixed rate target over the period to 2024/25.



2.52 To deliver against the revised exposure targets, it is anticipated that the Council will need to fix out an additional £64.4M by the end of 2024/25. The remainder could be funded through temporary borrowing or utilising internal cash resources. Treasury officers continue to monitor opportunities for borrowing and achieving best value for the Council in the prevailing interest rate environment.

	2022/23 (£M)	2023/24 (£M)	2024/25 (£M)
Fixed Rate Borrowing Requirement (Cumulative)	-	49.841	64.434
Temporary Borrowing Requirement (Cumulative)	98.367	147.651	175.911
Total	98.367	197.492	240.345

Key Messages - Investments

- 2.53 There has been a net decrease in investment balances of £14.2M during the third quarter.
- 2.56 The Council's investment strategy remains focused on security (loss avoidance) and liquidity (ensuring cash is available when needed to meet the Council's spending commitments).
- 2.54 To reflect this strategy, officers continue to place investments in secure Money Market Funds and instant access accounts. The Council has also placed a significant level of short-term deposits with reputable banks and other local authorities to diversify the investment portfolio and help spread counterparty risk.

3. IMPLICATIONS OF THE DECISION

3.1 Financial and Risk

- The Authority's outturn currently stands at an overspend of £12.1M.
- Executive Directors have previously been requested to develop action plans to mitigate these overspends as far as is possible and to make those available for Audit and Governance Committee scrutiny as required as part of the Q3 performance management update.
- Any remaining cost pressure after this exercise will be funded temporarily via the use of one-off reserves in this financial year pending the development of a mitigation / transformation plan to address anticipated financial pressures in 23/24 and beyond.

3.2 Legal

There are no legal implications as a result of this report.

3.3 Equality

Not applicable as individual EIA's have been completed in relation to the budget proposals as appropriate.

3.4 Sustainability

Decision wheel not applicable.

3.5 Employee

There are no direct employee implications as a result of this report.

3.6 Communications

Communication will be made in line with the normal performance monitoring arrangements of the Council

4. CONSULTATION

N/A

5. ALTERNATIVE OPTIONS CONSIDERED

5.1 N/A

6. REASONS FOR RECOMMENDATIONS

6.1 Whilst some of the pressures currently being experienced were anticipated as part of the 2022/23 budget setting process, the overspend position reported at Quarter 3 is significantly higher than expected. Therefore, Executive Directors are requested to bring forward action plans to address the pressures within their respective areas to address the current position.

7. GLOSSARY

N/A

8. LIST OF APPENDICES

Appendix 1 – Finance Performance Report Quarter 3

9. BACKGROUND PAPERS

- Service and Financial Planning 2022/23 – The Council’s Medium Term Financial Strategy – 2022/23 Budget recommendations (Cab.09.02.2022/6 refers).

10. REPORT SIGN OFF

Financial consultation & sign off	Senior Financial Services officer consulted and date.
Legal consultation & sign off	Legal Services officer consulted and date

Report Author: Neil Copley
Post: Director of Finance and S151
Officer Date: 01/02/23

Detailed Service Variances at 31st December 2022**Corporate Financial Performance Quarter 3 - Detailed Variance Analysis**

	Operational Deficit/(Surplus)	Operational Deficit/(Surplus)	Variance Q2 to Q3
<u>SERVICE / BUDGET HEAD</u>	September	December	
<u>Childrens - KEY FINANCIAL RISKS FOR 2022/23</u>			
<u>ED Children</u>			
Underspend on Pay and other strategic management costs.	(11,744)	(4,220)	7,524
Development Plan Programme Manager (PYE) (Development Plan)	-	62,138	62,138
<u>BU1 - Education, Early Start and Prevention</u>			
Commissioning - increased contract costs offset by staff vacancy savings	-	(9,585)	(9,585)
Commisioning - 2 new posts as per Development plan (PYE)	26,378	-	(26,378)
School Evaluation - staff vacancies, reduced professional support spend offset by lower schools clerking income	(112,508)	(144,139)	(31,631)
Inclusion Services - staff vacancies and increased income offset by mediation contract costs	(241,643)	(260,582)	(18,939)
Targeted Youth Support - staff turnover / vacancies	(46,693)	(61,895)	(15,202)
Early Start & Family Centres - staff vacancies & slippage on supporting families grant	(190,529)	(322,830)	(132,301)
Early Start & Family Centres - additional EH posts (as per Development plan)	486,922	94,063	(392,859)
Other minor variances	23,326	24,151	825
TOTAL Education, Early Start and Prevention	(66,491)	(622,899)	(556,408)
<u>BU3 - Childrens Social Care and Safeguarding</u>			
<u>Business as Usual</u>			
Children in Care - increased residential / family assesment placements & costs	2,829,342	3,661,478	832,136
Children in Care - Increased IFA & in-house fostering placements & costs	441,887	445,125	3,238
Children in Care - reduced SGOs / CAO placements costs	(73,892)	(19,269)	54,623
Sub total - Children in Care Placements	3,197,337	4,087,334	889,997
Assessment & Care -Staffing turnover / vacancies within the SW teams	(652,212)	(757,000)	(104,788)
Assessment & Care - Increased legal / care proceedings costs	461,000	584,238	123,238
Assessment & Care - Section 17, ICT, recruitment and transport costs	-	285,552	285,552
Assessment & Care - agency costs, additional posts & retention payments (Development plan)	1,808,308	1,950,729	142,421
Sub total Assessment and Care Management	1,617,096	2,063,519	446,423
<u>Childrens Disability - Increased DPs, family support, S17 costs & reduced health funding</u>			
SD Management - SD agency costs & complaint / investigations costs	67,490	151,546	84,056
SD Management - agency, Mosaic Training, & leadership board costs (Development plan)	216,624	202,561	(14,063)
Children in Care - In-house care homes: agency staff costs & unachievable trading income	185,270	244,782	59,512
Children in Care - Spring Lane additional staff (Development plan)	45,000	45,000	-
Children in Care -Staffing slippage / vacancies within the SW teams	(137,052)	(167,037)	(29,985)
Children in Care - Agency staff costs (Development plan)	616,893	674,683	57,790
Regional Adoption Agency - BMBC share of distributed underpend within the RAA	-	(100,000)	(100,000)
Care Leavers - grant support to Asylum Seeker Care Leavers	(36,332)	(13,371)	22,961
Care Leavers - Bright spots survey costs & Agency (Development Plan)	8,500	54,602	46,102
Safeguarding & QA - Staffing slippage / vacancies within the teams	(71,883)	(50,867)	21,016
Safeguarding & QA - increased staff posts, training costs & Practice Model (Development plan)	509,419	451,517	(57,902)
Safeguarding & QA - Local Safeguarding Childrens Partnership	-	-	-
Childrens Disability - agency costs & staffing costs (Development plan)	121,455	142,866	21,411
Sub total - other Childrens	1,525,384	1,636,282	110,898
TOTAL Childrens Social Care and Safeguarding	6,489,376	8,268,065	1,778,689
Total - Childrens	6,422,885	7,645,166	1,222,281
<u>GROWTH AND SUSTAINABILITY - KEY FINANCIAL RISKS FOR 2022/23</u>			
<u>Regeneration & Culture</u>			
Planning fee income lower than budget	23,539	189,330	165,791
Market Rents - underachievement of income due to occupany levels	109,075	116,677	7,602
Property Rents - underachievement of commercial rents at DMC1, Gateway and business centres	647,670	670,194	22,524
Culture - Additional income from car parks	(120,813)	(141,674)	(20,861)
Sub-total - Underachievement of Income	659,471	834,527	175,056

Detailed Service Variances at 31st December 2022**Corporate Financial Performance Quarter 3 - Detailed Variance Analysis**

	Operational Deficit/(Surplus)	Operational Deficit/(Surplus)	Variance Q2 to Q3
SERVICE / BUDGET HEAD	September	December	
Supplies & Services costs -Cost of Gazebos, maintenance of Gypsy sites, Culture Sites and various others	205,530	381,020	175,490
Property - increased running costs (cleaning, caretaking & security etc) of portfolio including Lift buildings	256,734	544,685	287,951
Property costs	462,264	925,705	463,441
Staff vacancies across service area	(849,050)	(1,332,138)	(483,088)
Net Operational Position	272,685	428,094	155,409
Utilities & Energy Costs	2,128,471	2,828,471	700,000
Sub Total - Regeneration & Culture	2,401,156	3,256,565	855,409
<u>Highways & Engineering</u>			
Home to School Transport - higher pupil numbers and increased charges from taxi companies	1,010,719	1,070,152	59,433
CSS - Car Parking lower occupancy than anticipated	554,317	495,138	(59,179)
H&E - SL Energy and Signals Electricity	1,083,484	854,292	(229,192)
CSS - Fleet - additional cost for fuel	236,000	-	(236,000)
Waste - higher agency and vehicle hire costs	194,957	307,783	112,826
CSS - Pest Control - overachievement of fee income	(36,418)	(42,028)	(5,610)
CSS - Purchasing - additional security costs at depot due to being 24/7	40,133	26,505	(13,628)
CSS - Fleet - additional cost for parts / hire vehicles	113,936	182,016	68,080
CSS - Additional income from sale of recyclates and bulky collections offset by increase costs of waste disposal	(353,834)	(208,819)	145,015
H&E - Design Fees (Staffing vacancies affecting income)	264,309	337,772	73,463
H&E - Reactive Maintenance - additional expenditure on pot hole repairs + inflationary pressures	94,311	166,515	72,204
H&E - Additional income from contractors carrying out Street Works	(358,620)	(510,049)	(151,429)
Sport - additional income from golf courses, increased fuel costs	(242)	12,382	12,624
Neighbourhoods - overachievement of income including from allotments	(116,946)	(50,217)	66,729
Public Rights of Way - overachievement of income	(25,492)	(21,548)	3,944
Cross Business Unit (under)/over spend	(34,560)	(36,501)	(1,941)
Sub total other	(413,423)	(143,972)	269,451
Sub Total - Regeneration & Culture	2,666,054	2,583,393	(82,661)
Total - Growth and Sustainability	5,067,210	5,839,958	772,748
ADULT SOCIAL CARE - KEY FINANCIAL RISKS FOR 2022/23			
Older People, Locality Teams - Staffing Vacancies	(320,037)	(323,020)	(2,983)
Older People, Reablement - Staffing Vacancies	(42,795)	(66,009)	(23,214)
Older People, Locality Teams - Reduced care provision Costs	(436,400)	(1,314,111)	(877,711)
Older People, Assisted Living Technology - capitalised ALT staffing costs offset by forecast reduced sales income	189,206	(46,150)	(235,356)
Sub total Older People	(610,026)	(1,749,290)	(1,139,264)
Working Age Adults, Place Based Services - Staffing Vacancies	(107,106)	(57,120)	49,986
Working Age Adults, Specialist Teams - Staffing Vacancies	-	(117,066)	(117,066)
Staff Vacancies	(107,106)	(174,186)	(67,080)
Working Age Adults, Various Minor Underspends Across all Services	(13,270)	(13,256)	14
Working Age Adults, Specialist Teams - Increased Purchasing Budget Costs	82,101	22,486	(59,615)
Sub total Working age	(38,275)	(164,956)	(126,681)
Other Minor Variances - Commissioning/ED Account/Safeguarding/Quality/Training	(43,316)	(79,450)	(36,134)
SD Management - Uncommitted grant funding / resources	(1,499,833)	(1,999,080)	(499,247)
Sub Total SD Management	(1,543,149)	(2,078,530)	(535,381)
Total - ADULT SOCIAL CARE	(2,191,450)	(3,992,776)	(1,801,326)
PUBLIC HEALTH - KEY FINANCIAL RISKS FOR 2020/21			
<u>Public Health</u>			
Health Protection - 0-19 Public Health Services - Staffing Vacancies/Turno	(231,000)	(150,000)	81,000

Detailed Service Variances at 31st December 2022**Corporate Financial Performance Quarter 3 - Detailed Variance Analysis**

	Operational Deficit/(Surplus)	Operational Deficit/(Surplus)	Variance Q2 to Q3
SERVICE / BUDGET HEAD	September	December	
Health Protection - Integrated Sexual Health - Out of Area GUM Clinics	-	(70,000)	(70,000)
Regulatory Services - Environmental Services & Pollution - Staff Vacancies difficulty recruiting.	-	(96,000)	(96,000)
Other<£50K each	(2,000)	19,000	21,000
Health Protection - CVD Health Checks	-	-	-
Staffing - drawdown of earmarkings re COMF	-	-	-
SD Account - 22/23 Uncommitted Public Health Grant	-	-	-
Sub Total Public Health	(233,000)	(297,000)	(64,000)
Communities			
SD Account - underspend due to Supplies & Services, reduction in employee expenses due to additional income from CRF funding	(3,985)	(19,809)	(15,824)
Healthier Management Account - minor overspend on Supplies & Services	(3,859)	10,860	14,719
Healthier - Staffing underspend due to vacancies	(28,031)	(58,732)	(30,701)
Safer Barnsley - Staffing underspend due to vacancies across the business unit and ongoing issues with recruitment. .	(388,347)	(283,898)	104,449
Library Services - underspend due to Staffing Vacancies and small underspends in Supplies & Services	(49,956)	(31,314)	18,642
Stronger Communities - Committed expenditure in area councils (funded from earmarked reserves) with remaining underspend relating to vacancies and income into the service from CRF funding	(32,534)	(43,449)	(10,915)
Healthier - Contracts to break-even	-	-	-
Specific external funding unlikely to be spent (e.g Ukraine / RSI funding) to be earmarked into	-	-	-
Sub total - Staff Vacancies/Supplies and Services	(506,712)	(426,342)	80,370
Safer Barnsley - There has been an increase in Temporary accommodation costs which is reflective of the current social and housing market conditions and the issues around minimal access to affordable housing.	300,000	191,476	(108,524)
Sub Total Communities	300,000	191,476	(108,524)
Total - Public Health & Communities	(439,712)	(531,866)	(92,154)
CORE - KEY FINANCIAL RISKS FOR 2020/21			
Customer Information and Digital Services			
Vacancies and Staff Turnover across the Business Unit	(207,000)	(320,300)	(113,300)
One off Contractors for Mosaic, Line of Sight and LIFT buildings design.	125,000	191,724	66,724
Code Green residual spend / refunds following closure of the service	42,000	582	(41,418)
Standby & Regrades across the Business Unit	40,000	40,000	-
Earmarking MCLG Grant - Cyber Security	-	(100,000)	(100,000)
Other <£50k each	(157)	2,497	2,654
Sub - Total Customer Services & Communities	(157)	(185,497)	(185,340)
Financial Services			
Catering - Food inflation	335,000	262,519	(72,481)
Staffing - Vacancies across the Business Unit due to delays in recruiting following the restructure	(616,000)	(711,000)	(95,000)
Temporary agency across the Directorate covering current vacancies	456,000	492,000	36,000
Other<£50K each	115,000	73,546	(41,454)
Sub - Total Finance	290,000	117,065	(172,935)
Business Improvement, HR and Communications			
Staffing - Vacancies across the Business Unit due to delays in recruiting following the restructure	(218,000)	(323,000)	(105,000)
Interpreters Fees	-	55,000	55,000
Barnsley Spotlight magazine & email marketing system	48,000	48,000	-
Other<£50K each	(17,692)	(18,561)	(869)
Sub - Total Business Improvement, HR and Communications	(187,692)	(238,561)	(50,869)
Law & Governance			
Legal Staffing - vacancies	(331,000)	(430,000)	(99,000)
Council Governance Vacancies	(63,000)	(90,000)	(27,000)
Joint Authorities & Business Support staffing underspend due to vacancies	(84,000)	(134,000)	(50,000)
Sub Total Staffing	(478,000)	(654,000)	(176,000)
Forecast overspend on Legal Services Agency Fees	293,000	407,000	114,000
Children's Legal Posts (Development plan)	-	26,978	26,978
Sub Total Agency	293,000	433,978	140,978
Lost Sth Yorkshire MCA Income	285,000	265,000	(20,000)
Joint Authorities lost SLA Income	114,000	-	(114,000)
Elections - Supplies & Services	(22,000)	(17,000)	5,000
Mayoral, Twinning, Operation London Bridge	-	104,000	104,000
Other < £50k each	218	12,832	12,614
Sub Total Other	377,218	364,832	(12,386)
Sub Total - Law & Governance	192,218	144,810	(47,408)

Detailed Service Variances at 31st December 2022**Corporate Financial Performance Quarter 3 - Detailed Variance Analysis**

SERVICE / BUDGET HEAD	Operational Deficit/(Surplus)	Operational Deficit/(Surplus)	Variance Q2 to Q3
	September	December	
Total - Core Services	294,369	(162,183)	(456,552)
CORPORATE - KEY FINANCIAL PRESSURES			
Increased cost of Pay Award based on award of £1925 per employee	5,570,000	5,570,000	-
Underspend of Capital Financing	(2,222,000)	(2,222,000)	-
Total - Corporate	3,348,000	3,348,000	-
Grand Total	12,501,302	12,146,299	(355,003)

BARNSELY METROPOLITAN BOROUGH COUNCIL

REPORT OF: EXECUTIVE DIRECTOR FOR CORE SERVICES

TITLE: IMPLEMENTATION OF CHANGES TO ELECTIONS ACT 2022 AND ITS IMPACT ON THE 2023 ELECTIONS

REPORT TO:	Cabinet
Date of Meeting	08 March 2023
Cabinet Member Portfolio	Core Services
Key Decision	Yes
Public or Private	Public

Purpose of report

To update Cabinet on how the Returning Officer, with support from other services within the council, is implementing the changes under the Elections Act 2022, including the new legal requirements for voters to provide photo identification at polling stations.

Council Plan priority

N/A

Recommendations

That Cabinet:-

1. Note the actions that are being taken.

1. INTRODUCTION

- 1.1 On 28 April, the [Elections Act 2022](#) gained Royal Assent. This bill makes nine key changes to how elections are run. It's being implemented in stages, so not all changes will be in place for elections starting from 4 May 2023.

The changes enacted so far are:

- Requirement for voters to show photo ID at polling stations before a ballot paper is issued.
- Requirement for Electoral Registration Officers based in local authorities to issue a free Voter Authority Certificate to those without a valid form of photo ID.
- Requirement for Returning Officers to take all reasonable steps to support those with a disability in polling stations.
- Replacing the supplementary voting system with the first past the post system for mayoral and police and crime commissioner elections in England.

- 1.2 The remaining changes are scheduled to come into effect in the second half of 2023:

These changes are:

- Limitation on the number of people someone may act as a proxy for to two people.
- Requirement for postal voters to reapply for a postal vote every three years, replacing current rules of refreshing their signature every five years.
- Restricting the handling of postal votes by election candidates and campaigners, including limiting the number of postal votes an individual can hand in at a polling station.
- Removing the voting and candidacy rights for citizens of EU countries unless a bilateral deal has been reached with that nation (currently Luxembourg, Poland, Portugal and Spain). This could remove these rights from around 3675 (58%) of the EU citizens in Barnsley.
- Allowing all British citizens living overseas to vote in UK Parliamentary elections, regardless of when they left the UK.

1.3 **Requirement for voters to show photo ID at polling stations before a ballot paper is issued**

The main acceptable forms of ID are a passport, a photocard driving licence, an older person's bus pass, a disabled person's bus pass and a disabled person's blue badge. An expired ID is acceptable as long as the photo is recognisable. Student cards, such as those provided by Barnsley College, aren't acceptable. You can view the full list on the [Electoral Commission's website](#).

There is no clear data on how many people in Barnsley have an acceptable form of ID. Research nationally indicates that anywhere between 2 to 8 per cent of voters don't have an acceptable form of ID (equivalent to a range of

3,700 to 14,800 voters in Barnsley).

The demographic groups of people with the least access to an acceptable form of ID are:

- people aged over 85 (9 per cent without valid ID)
- people with a disability (6 per cent without valid ID)
- unemployed people (8 per cent without valid ID)
- people without qualifications (6 per cent without valid ID).

Barnsley has relatively high incidences of all these groups.

If people do not have an accepted photo ID and want to vote at the polling station, they will need to apply for a free Voter Authority Certificate. This is a free photographic identification document specifically for voting.

Only voters who produce a Voter Authority Certificate or valid identification will be allowed to vote on the day.

1.4 Requirement for Electoral Registration Officers based in local authorities to issue a free Voter Authority Certificate to those without a valid form of photo ID.

There will be a national online application portal on gov.uk to support this service. It's anticipated that this will be launched late January 2023. People will also be able to apply by post.

All applications on the portal will be sent to us for checking and processing. With potentially high volumes of applications, this could be a significant new impact on Electoral Services' resources.

You can read more information about the Voter Authority Certificate on the [Electoral Commission's website](#).

1.5 Requirement for Returning Officers to take all reasonable steps to provide support for those with a disability in polling stations.

This requirement will be supported by Electoral Commission guidance. The Returning Officer must demonstrate that she has had due regard for this.

[A draft version of this guidance has been released for public consultation](#), and we have been progressing on this issue on the assumption that most of this draft guidance will progress into the final version.

To ensure compliance with the guidance, the Returning Officer must:

- demonstrate engagement with disability groups. This has already taken place in Barnsley.
- emphasise different potential needs of disabled voters in polling staff training. We're updating our training, and this will be included.
- make alterations to some of the equipment available in polling stations

and, where possible, ensure accessible parking spaces and other appropriate support are available.

1.6 Replacing the supplementary voting system with the first past the post system for mayoral and police, and crime commissioner elections in England.

This will only have an impact in 2023 if there are by-elections for the Police and Crime Commissioner (PCC) or South Yorkshire Combined Authority Mayor. For the PCC elections in May 2024, the voting system will be first past the post.

2. PROPOSAL

Voter ID public engagement campaign

2.1 The [Electoral Commission national advertising campaign](#) started week commencing 9 January 2023 and includes mass media and targeted digital channels to maximise the campaign's reach.

- Phase one (January to March): raising awareness of the new requirement to bring ID across England.
- Phase two (March to May): Remind voters in areas where elections are taking place to bring their ID with them when they vote.

Their campaign, 'Note to self', features giant handwritten sticky notes as unmissable reminders that will prompt voters to bring their ID on polling day. Voters can expect to see sticky note reminders across advertising channels, including billboards and buses, online in their social feeds, on website banners and in local newspapers. A TV advert will appear on linear TV and 'Video on Demand' and will be used across a range of digital channels.

They will also provide local authorities with a resource pack including tailored information for:

- Gypsy, Roma and Traveller communities
- Older people
- People experiencing homelessness
- People who are registered to vote anonymously
- Trans and non-binary people

2.2 In Barnsley, we're going one step further and developing a comprehensive local communications campaign which complements the national campaign. Our approach will focus on showing the benefits of voting, encouraging people to register to vote, and raising awareness of the new requirement to bring ID when voting, how to get a free Voter Authority Certificate and to encourage applications for a postal vote.

We will use internal and external communications channels to communicate messages to our key audiences, which are:

- All employees
- Councillors and candidates
- Residents (targeted activity aimed at young people, first-time voters, and people with disabilities)
- Media

Our activity:

- Insert a designed A5 flyer with the personalised letter to all residents with their Poll Card (24 March), which will include information to encourage applications for a postal vote.
- Engage with services and partners through the intranet news, Sarah's blog and Let's Talk weekly newsletters to raise awareness and share content on their social media accounts and internal channels.
- Materials such as leaflets available in our buildings and utilising digital screens, including Libraries, Glass Works, Westgate and Smithies.
- Materials provided for Councillors, candidates and Area Teams to give out to residents through various contacts.
- Website information.
- Media releases.
- Advert in the Barnsley Spotlight Magazine (March).
- Social media – including our corporate Facebook, Twitter, Instagram stories/reels and Tiktok using #BarnsleyVote23. We will complement this activity with a paid-for Facebook campaign for four weeks.
- Email newsletter to people signed up to receive Our Barnsley News.
- Paid for local advertising, including:
 - Digital screens in the Alhambra and Asda at Old Mill Lane
 - Geo locate – (delivers banner ads to target audiences' mobile phones as they view various apps or websites).
 - Digital screen vehicle advertising in key locations.

Member, election candidates and political party representatives briefings

- 2.3 There will be two All Member Information Briefings on these changes on 16 and 25 January. All potential election candidates and political party representatives will also be invited to attend these briefings, and the presentation and associated information will be made available on our website.

There will be a briefing for all election candidates and agents on 21 March and a second briefing on 24 April, which will include information on voter ID. It will also be included in all the written materials provided to candidates.

All members, election candidates and campaigners will be encouraged to raise awareness of the new voter identification requirements in their interactions with voters. They will have an important role in helping to spread the knowledge of these new requirements as widely as possible.

Training for staff

- 2.4 We're working with the Learning and Development team to develop training materials for polling station staff in their new duties. We'll contact elections staff in early January to inform them about these changes. It may be that some of our regular staff decline the work due to these requirements.

We have developed a new recruitment website for election staff and will be advertising elections work to South Yorkshire NHS, Department for Work and Pensions staff and all council staff. Rotherham and Doncaster councils do not have elections this year and could provide support if staff recruitment proves challenging.

- 2.5 There will be a significant need to train all electoral services staff on the new requirements. It is expected that some training will be available from the Association of Electoral Administrators (AEA) or the Department for Levelling Up, Housing and Communities (DLUHC).

Supporting people with a disability in polling stations

- 2.6 We have engaged with local disability groups and will use their feedback to strengthen our accessibility offer for polling stations. We will purchase new polling station equipment once DLUHC has confirmed the level of funding.

Strengthening Electoral Services

- 2.7 We'll expand our capacity using temporary staff to deliver these new requirements for the 2023 local elections. Once the remaining changes of the Elections Act are implemented, the permanent capacity of the team will be considered alongside projects to transform how the team operates. There will be some DLUHC funding to support this.

IMPLICATIONS OF THE DECISION

3.1 Financial and Risk

DLUHC have provided some funding to implement the new measures. Our budget for 2022/23 and 2023/24 should be sufficient.

3.2 Legal

Failure to comply fully with the requirements of the legislation would be a breach of the law and could lead to either the council or the Returning Officer personally being prosecuted in the High Court.

3.3 Equality

Equality Impact Assessment Pre-screening completed determining full EIA not required.

3.4 Sustainability

The decision-making wheel is not completed – it is not applicable to this decision.

3.5 Employee

No implications.

3.6 Communications

No Implications

4. CONSULTATION

None

5. ALTERNATIVE OPTIONS CONSIDERED

5.1 None

6. REASONS FOR RECOMMENDATIONS

6.1 That Cabinet is aware of the actions we are taking to mitigate the impact of this government policy.

7. GLOSSARY

N/A

8. LIST OF APPENDICES

None

9. BACKGROUND PAPERS

None

10. REPORT SIGN OFF

Financial consultation & sign off	Senior Financial Services officer consulted and date
Legal consultation & sign off	Legal Services officer consulted and date Sukdave Ghuman 09/01/2023

Report Author: Peter Clark
Post: Head of Elections
Date: 09/01/2023

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BARNSELY METROPOLITAN BOROUGH COUNCIL

REPORT OF: Executive Director of Public Health & Communities

TITLE: NHS Health Checks

REPORT TO:	CABINET
Date of Meeting	8 March 2023
Cabinet Member Portfolio	Public Health and Communities
Key Decision	Yes
Public or Private	Public

Purpose of report

This report outlines plans for procuring a new NHS Health Check Service, which is a mandated public health service.

Council Plan priority

Healthy Barnsley

Recommendations

That Cabinet:-

1. Approve the procurement plans for the Barnsley NHS Health Check Service

1. INTRODUCTION

1.1 The NHS Health Checks programme¹ aims to help prevent heart disease, stroke, diabetes, kidney disease and certain types of dementia. Adults between the ages of 40 and 74, who have not already been diagnosed with one of these conditions, can be invited (once every 5 years) to have a check to assess their cardiovascular risk and be offered support and advice to help them reduce or manage that risk.

1.2 Health checks are one of the mandatory public health services to be delivered by local authorities as part of the regulations set down by parliament².

¹ <http://www.nhs.uk/Conditions/nhs-health-check/Pages/NHS-Health-Check.aspx>

² <http://www.legislation.gov.uk/ukdsi/2012/9780111531679>

- 1.3 There is currently no NHS Health Check Service provided in Barnsley since the previous contract expired on 31 March 2021. At the time, due to the COVID-19 pandemic a decision was made to pause the service due to the ongoing service pressures and uncertainty. As part of the COVID-19 recovery programme we are now in a position where we can tender for a new service, confident that a suitable provider will come forward and deliver an effective targeted service for Barnsley residents.

2. PROPOSAL

2.1 Budget and Procurement

- 2.1.1 The service will be procured using the Council's usual YORtender procurement processes.
- 2.1.2 There has already been engagement with capable providers through soft market testing, therefore we are confident that there is interest and capability within the market to successfully procure the service required and described in this report.
- 2.1.3 Tender questions will include testing of the key components of the model design, performance, and outcome requirements.

2.2 New service model design

- 2.2.1 We have worked in partnership with Integrated Care Board colleagues to develop a new proposed model of health checks based on local needs. Full details are available in the Service Specification.
- 2.2.2 Key Principles:
- A targeted, intelligence led service reaching the people that would benefit the most from a face-to-face health check in order to provide early intervention and contribute to reducing health inequalities
 - A service that reaches out further than primary care alone, going into communities to improve access
 - A service that includes effective follow up, focusing on lasting health and wellbeing rather than an isolated check
 - A localised health check addressing the issues that are important to the people of Barnsley
- 2.2.3 The numbers of people offered a health check and the number of health checks delivered will be captured as part of the statutory reporting. As the new service will focus on a targeted approach by offering a health check to those at high risk of cardiovascular disease who may not traditionally access health care. This quality rather than quantity approach will ensure a quality health check with onward referral and follow up is key to the new model.

2. IMPLICATIONS OF THE DECISION

3.1 Financial and Risk

3.1.1 Consultations have taken place with representatives of the Service Director of Finance (S151 Officer) and are summarised below.

3.1.2 The annual budget for the NHS Health Checks contract is £98k. This is based upon the previous contract price and has been built into the Public Health Four Year Plan. There will also be additional costs of £38k in the first year of the contract to support set up costs and engagement work. The proposal outlined in this business case is a 3 year contract with an additional 2 years. The total costs of the contract over the 5 years are £490k and will be funded from the Public Health Grant in year. The £38k year one costs will be funded from money previously earmarked within the Public Health Business Unit..

3.1.3 The table below summarises the financial implications.

	2023/24	2024/25	Future Years
Committed Spend	£,000	£,000	£,000
NHS Health Check's Contract	98	98	98
Set up costs and Engagement work	38	0	0
Total Costs	136	98	98
Funded by			
Public Health Grant	98	98	98
Earmarking's from 2021/22 due to underspend on NHS Health Check's	38	0	0
Total Funding	136	98	98

3.2 Legal

Local Authorities (Public Health Functions and Entry to Premises by Local Healthwatch Representatives) Regulations 2013, sets out that each LA must make provision to offer an NHS Health Check to all eligible people every five years.

3.3 Equality

A full Equality Impact Assessment has been completed and is available on request to Cabinet Members.

The new service model is expected to reduce inequities due to improved quality assurance and outcomes monitoring and improvement of targeting of checks to those most in need.

3.4 Sustainability

The Sustainability Wheel has been completed and shows a positive impact:



3.5 Employee

There are no employee implications.

3.6 Communications

The provider will be expected to undertake the communications and engagement work in relations to the service as part of the contract. Barnsley Council's Communications Team are aware of procurement plans for the Barnsley NHS Health Check Service

4. CONSULTATION

BMBC Officers have worked in partnership with Integrated Care Board colleagues to develop a new proposed model of health checks based on local needs. Previous public consultation results were also used to inform the model. This is a mandated public health service.

5. ALTERNATIVE OPTIONS CONSIDERED

5.1 Alternative models were considered alongside the financial budget was available with respect to what other local authorities are funding across Yorkshire and the Humber.

But after working with Integrated Care Board colleagues, it was agreed that this model would be the most effective for our residents and contribute to reducing health inequalities.

6. REASONS FOR RECOMMENDATIONS

6.1 To seek permission to go to tender for this mandatory service.

7. GLOSSARY

- Mandatory public health service – Regulations 2013, sets out that each LA must make provision to offer an NHS Health Check to all eligible people every five years. Other mandatory services include sexual health services and the weighing and measuring of children.
- Integrated Care Board - Integrated care boards (ICBs) replaced clinical commissioning groups (CCGs) in the NHS in England from 1 July 2022.

8. BACKGROUND PAPERS

If you would like to inspect background papers for this report, please email governance@barnsley.gov.uk so that appropriate arrangements can be made.

9. REPORT SIGN OFF

Financial consultation & sign off	Senior Financial Services officer consulted and date <i>Vanessa Hunter</i> <i>18.01.2023</i>
Legal consultation & sign off	Legal Services officer consulted and date <i>Kate Gothard</i> <i>20.01.2023</i>

Report Author: Kaye Mann
Post: Public Health Specialist Practitioner
Date: 16 January 2023

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BARNSELY METROPOLITAN BOROUGH COUNCIL

REPORT OF: EXECUTIVE DIRECTOR OF PLACE HEALTH and ADULT SOCIAL CARE

TITLE: ESTABLISHMENT OF BARNSELY PLACE & ICB PLACE COMMITTEE

REPORT TO:	CABINET
Date of Meeting	8 March 2023
Cabinet Member Portfolio	Place Health and Adults Social Care
Key Decision	No
Public or Private	Public

Purpose of report

That Cabinet:

- note that in response to the establishment of the South Yorkshire Integrated Care System and South Yorkshire Integrated Care Board (from July 2022), new place-based governance arrangements for health and care have been developed.
- note the key governance documents underpinning the Barnsley Place Partnership, specifically the:
 - Place Agreement
 - Place Partnership Board Terms of Reference and the
 - Terms of Reference for the Barnsley Place Partnership Board’s Sub Committees and Sub-Groups.

Council Plan priority

Healthier Barnsley
 Learning Barnsley
 Sustainable Barnsley
 Growing Barnsley

Recommendations

That Cabinet: -

1. Note the new governance arrangements for Integrated Care in Barnsley.

1. INTRODUCTION

Integrated care systems (ICSs) are partnerships of organisations that come together to plan and deliver joined-up health and care services and to improve the lives of people who live and work in their area.

Following several years of locally-led development, recommendations of NHS England and passage of the Health and Care Act (2022), 42 ICSs were established across England on a statutory basis on 1 July 2022.

The purpose of ICSs is to bring partner organisations together to:

- improve outcomes in population health and healthcare
- tackle inequalities in outcomes, experience and access
- enhance productivity and value for money
- help the NHS support broader social and economic development.

Collaborating as ICSs will help health and care organisations tackle complex challenges, including:

- improving the health of children and young people
- supporting people to stay well and independent
- acting sooner to help those with preventable conditions
- supporting those with long-term conditions or mental health issues
- caring for those with multiple needs as populations age
- getting the best from collective resources, so people get care as quickly as possible

The involvement of local government in ICSs and place-based partnerships can bring three key benefits. The first is the opportunity to join up health and social care at all levels in the system, creating better outcomes and a less fragmented experience for the public. The second is the potential to improve population health and wellbeing and tackle inequalities through the leadership of public health teams as well as NHS and local government acting together to address wider determinants of health such as housing, local planning, and education. Finally, the involvement of local government can enhance transparency and accountability through supporting engagement with local communities and providing local democratic oversight.

2 WHAT IS INCLUDED IN THE INTEGRATED CARE SYSTEM (ICS)

Integrated Care Partnership (ICP)

A statutory committee was jointly formed between the NHS integrated care board and all upper-tier local authorities that fall within the ICS area. The ICP will bring together a broad alliance of partners concerned with improving the care, health and wellbeing of the population, with membership determined locally. The ICP is responsible for producing an integrated care strategy on how to meet the health and wellbeing needs of the population in the ICS area.

Integrated Care Board (ICB)

A statutory NHS organisation responsible for developing a plan for meeting the health needs of the population, managing the NHS budget, and arranging for the provision of health services in the ICS area. The establishment of ICBs resulted in clinical commissioning groups (CCGs) being closed down.

Place-Based Partnerships

Within each ICS, place-based partnerships will lead the detailed design and delivery of integrated services across their localities and neighbourhoods. The partnerships will involve the NHS, local councils, community and voluntary organisations, local residents, people who use services, their carers, and representatives and other community partners with a role in supporting the health and wellbeing of the population.

Provider Collaboratives

Provider collaboratives will bring providers together to achieve the benefits of working at scale across multiple places and one or more ICSs, to improve quality, efficiency and outcomes and address unwarranted variation and inequalities in access and experience across different providers.

This report describes the arrangements for Barnsley's' Place Partnership.

In practice, the Partnership Board will have two distinct functions and roles:

2.1 Barnsley Place Partnership

Meeting to carry out **Partnership Business**, aligning decisions on strategic policy matters made by Place Partners that are relevant to the achievement of the Barnsley Place Plan.

In this role, the Partnership has no delegated decision-making powers, but it can make recommendations back to sovereign organisations, or individuals from partner organisations may have personal delegated authority from their organisations.

2.2 Barnsley ICB Place Committee

Established as a committee of the ICB Board, in accordance with the ICB's Constitution, Standing Orders and Scheme of Reservation and Delegation, to undertake **ICB Business**.

When the Partnership Board sits as the ICB Place Committee it has delegated authority from the ICB Board to make decisions about the use of ICB resources in Barnsley in line with its remit, and otherwise support the ICB

Place Agreement (see Appendix 1)

The Barnsley Place Agreement provides an overarching framework for the continued development of a place-based partnership for Barnsley. The arrangements set out are intended to build on the existing integrated governance structures between the health and care partners in Barnsley, and further strengthen relationships between the Partners for the benefit of the Barnsley population. At its meeting on 28 July 2022, the Place Partnership Board was presented with a revised draft Place Agreement for consideration, with a final Place Agreement tabled at the Place Partnership Board on 27 October 2022 for final approval and is attached at Appendix 1.

Terms of Reference for the Partnership Board (see Appendix 2)

The Terms of Reference for the Barnsley Place Partnership Board are incorporated at Schedule 2 of the Place Agreement but are appended to this report separately for ease of reference. In accordance with the Board's dual role described above.

The sections dealing with the operation of the Board when meeting as the Barnsley Place Committee to carry out ICB business (these terms of reference were approved by the ICB at its first meeting in July 2022) can only be subsequently amended by the ICB)

Sections related to the operation of the Board when carrying out Partnership business are able to be amended by the Board.

At its meeting on 28 July 2022, the Place Partnership Board was presented with draft Terms of Reference for its consideration. A number of comments and clarifications were received and incorporated into a revised draft which was presented for further discussion at the meeting of the Place Partnership Board held on 27 October 2022. Some further changes were then made to clarify the status of certain individuals attending the meeting, and also to set out the rules for quoracy, and these were considered and approved at the Place Partnership Board held on 24 November 2022. The final Terms of Reference of the Place Partnership Board are attached at Appendix 2.

2.3 Sub-Committees and Sub-Groups of the Place Partnership Board

The authority to establish working groups, which is set out in the Partnership's Terms of Reference, differs depending on whether the Partnership Board is meeting as the Place Committee to do ICB Business, or the Place Partnership to do Partnership Business, as follows:

Place Partnership Board	
<i>Meeting as Place Committee to do ICB Business</i>	<i>Meeting as Place Partnership to do Partnership Business</i>
<ul style="list-style-type: none">• Authorised to create sub-committees or working groups as are necessary to fulfil its responsibilities within its terms of	<ul style="list-style-type: none">• Authorised to create and dissolve permanent workstreams and time-limited task and finish groups as are necessary to fulfil

<p>reference</p> <ul style="list-style-type: none"> The ICB Place Committee may not delegate powers delegated to it within these terms of reference (unless expressly authorised by the ICB Board) and remains accountable for the work of any such groups 	<p>its responsibilities</p> <ul style="list-style-type: none"> Must set a clear scope and, where appropriate deadline for completion for the workstream or group Such workstreams or groups shall not be able to take decisions on behalf of the Partnership Board and shall not be formal sub-committees of the Partnership Board.
---	---

At its meeting on 28 July 2022, the Place Partnership Board approved a draft governance structure for the Partnership outlining the committees and sub-groups it wished to create. These were:

Sub Committees of the Barnsley ICB Place Committee:

- ICB Senior Management Team

Sub-Groups of the Barnsley Place Partnership:

- Place Partnership Delivery Group
- Place Partnership Finance, Performance, and Efficiency Group
- Place Partnership Quality Executive Group (subsequently renamed the Quality and Safety Sub Committee)
- Place Partnership Equality and Engagement Group (subsequently renamed the Involvement and Equality Group)

It was agreed that following the meeting, the detailed terms of reference would be developed for each Committee and Group.

3 Production of the Terms of Reference (see Appendices 3 to 7)

Work took place through August and September 2022 to develop draft Terms of Reference (ToR) for all the above sub-committees and groups, including:

- Development of Draft ToR in consultation with partners
- Review by the Barnsley Place (ICB) Head of Governance and Assurance, and
- Consideration by the ICB Senior Management Team.

The Draft ToR for the Barnsley Place Joint ICB and Adult Social Care Senior Management Team was approved by the Barnsley Place Committee on 27 October 2022

Draft ToR for the Sub-Groups of the Place Partnership was taken to the meeting of the Place Partnership Board for consideration on 27 October 2022.

The ToR for the Place Partnership Delivery Group and the Place Partnership Equality and Involvement Group were approved at that meeting.

Slightly amended ToR for the Quality and Safety Sub Committee and the Place Partnership Finance, Performance, and Efficiency Group came to the

meeting on 24 November 2022 for final approval.

Final versions of these ToR can be seen at Appendices 3 to 7 of this report.

All documents are now with partner organisations so that they can take the final documents through their internal governance routes for information.

All the Terms of Reference will be subject to review in March / April 2023 when partners will have the opportunity to make any amendments necessary once this structure has been operational for a few months

4. PROPOSAL

4.1 That Cabinet:

4.1.1 Note that in response to the establishment of the South Yorkshire Integrated Care System and South Yorkshire Integrated Care Board (from July 2022,) new place-based governance arrangements for health and care have been developed.

4.1.2 Note the key governance documents underpinning the Barnsley Place Partnership, specifically the:

- Place Agreement
- Place Partnership Board Terms of Reference, and the Terms of Reference for the Barnsley Place Partnership Board's Sub Committees and Sub- Groups.

5. IMPLICATIONS OF THE DECISION

5.1 Financial and Risk

There are no direct financial implications for Barnsley Council as a consequence of the development of new place-based governance arrangements for health and care under the new South Yorkshire Integrated Care System and Board (since July 2022).

A scheme of reservation and delegation defines those decisions that are held at which level (Board, sub-committees, and Place Partnerships).

The planning cycle is currently taking place across NHS, with a five-year forward plan being co-produced and then a two-year operational plan. This will need to define the NHS contributions to the ambitions within the Integrated Care Partnership Strategy alongside the objectives that NHSE had stated each ICS must focus on (ref App 8)

The Place Partnership will be finalising our priorities over the coming weeks.

The financial challenges for both NHS and local government will require effective partnership working to improve outcomes whilst securing efficiency gains.

On risk, a Board assurance framework for the Integrated Care Board has now

been established, including the approach to assessing and managing risk. A review of the risk register for the Place Partnership is currently underway.

5.2 Legal

Each partner organisation retains their individual statutory duties and responsibilities as part of these arrangements.

The efficacy of Integrated Care Systems will be overseen by NHS England with quarterly performance reviews. Efficacy of systems will also be overseen through a new assurance framework currently in development by the Care Quality Commission.

Quarterly assurance conversations for Barnsley will be scheduled and chaired by NHS South Yorkshire Chief Executive, an opportunity to share excellence in practice alongside areas of challenge.

Termination of such arrangements will require six months written notice.

5.3 Equality

The Integrated Care Board has a core aim of improving and addressing health Inequalities - which include improving population health and healthcare and tackling unequal outcomes and access. Tackling inequalities is also a prime focus for provider collaboratives and place-based partnerships, which have a crucial role in delivering ICSs' local plans to improve the health of their populations.

South Yorkshire Integrated Care Partnership (ICP), as a jointly convened body with local government and the associated strategy, is a key enabler to tackling inequalities bringing a range of partners together to develop a shared ambition and a number of objectives with a particular focus on where systems leadership can make a difference.

The Place Health and Care Plan is in the process of being reviewed in light of the ICP, the NHS Operating Framework and Barnsley 2030 ambitions.

5.4 Sustainability

No sustainability decision-making wheel has been completed however, all relevant projects and workstreams will be subject to a sustainability assessment, where appropriate.

5.5 Employee

A health and care leadership team has been developed, creating a new Health and Care Senior Management Team (Appendix 3). This replaces the previous Adult Social Care Directorate Management Team (DMT).

5.6 Communications

Barnsley council communication team are working with ICS communications and our partners in health to develop communication tools to better describe the priorities and the impacts of the work we all do together.

We will continue to work with the partner communication teams that form the Barnsley Place Partnership on a joint communications strategy that focuses on:

Developing a narrative - This will help those working in health and care have a joint identity and voice when explaining why we exist, how they are making this a reality and what they are doing to make a difference to those living in Barnsley.

Telling the story -This will explain to our residents and our workforce across the partnership what innovative and inspirational things we are doing to deliver the best possible care to help those in Barnsley lead healthy and long lives. Supporting the priorities of the [Barnsley Health and Care Plan](#).

As part of this work, a new integrated care- newsletter has been launched titled: Barnsley Highlight. This currently goes to everyone who is working on a partnership board. Elected members will be invited to the distribution of this.

NHS South Yorkshire will hold regular meetings of the Barnsley Place Committee and Partnership board. These sessions will be held in public, and you can find out more information about them here - [Barnsley places public board meetings: South Yorkshire ICB](#)

This work will continue to support the wider work of NHS South Yorkshire and the South Yorkshire ICS.

6. CONSULTATION

All partners are currently being asked to approve the documents included with this report and have been involved in their production.

7 ALTERNATIVE OPTIONS CONSIDERED

As a new approach, it will be important that the ICS undertakes timely reviews of the approach and the efficacy of governance arrangements to ensure that the priorities of ICS's are being progressed and difference is being made as experienced by the public and the workforce and that governance is adding value.

8. REASONS FOR RECOMMENDATIONS

To ensure that Cabinet are sighted on the new Place based arrangements for Health and Care.

9. GLOSSARY

ICB – Integrated Care Board
ICS – Integrated Care System
ICP – Integrated Care Partnership

10. LIST OF APPENDICES

Appendix 1: Barnsley Integrated Care Place Partnership Agreement
Appendix 2: Barnsley Partnership Board Terms of Reference
Appendix 3: Barnsley Place Joint ICB and Adult Social Care Senior Management Team Terms of Reference
Appendix 4: Barnsley Place Partnership Delivery Group (BPPDG) Terms of Reference
Appendix 5: Barnsley Place Finance, Performance and Efficiency Group Terms of Reference
Appendix 6: Integrated Health and Care Quality and Safety Committee (QSC) Terms of Reference
Appendix 7: Barnsley Involvement and Equality group (BIEG) Terms of Reference
Appendix 8 – NHS Operational plan priorities 2023-2024

11. REPORT SIGN OFF

Financial consultation and sign off	Senior Financial Services officer consulted and date <i>Joshua Amahwe (19/01/2023)</i>
Legal consultation and sign off	Legal Services officer consulted and date Vanessa Wilder 20.01.23

Report Author: Wendy Lowder

Post: Place Director Health and Care

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BARNSELY PLACE AGREEMENT

DATE

24 October

2022

1. NHS SOUTH YORKSHIRE INTEGRATED CARE BOARD
2. BARNSELY METROPOLITAN BOROUGH COUNCIL
3. BARNSELY HOSPITAL NHS FOUNDATION TRUST
4. SOUTH WEST YORKSHIRE PARTNERSHIP NHS FOUNDATION TRUST
5. BARNSELY HEALTHCARE FEDERATION
6. BARNSELY HOSPICE
7. BARNSELY COMMUNITY AND VOLUNTARY SERVICES

BARNSELY PLACE AGREEMENT FOR THE BARNSELY PLACE PARTNERSHIP

No	Date	Version Number	Author
1	09.03.21	1	Hill Dickinson
2	29.03.21	2	Hill Dickinson – following Design Team meetings 11.03.21 / 23.03.21
3	12.04.21	3	Hill Dickinson – minor updates to drafting plus incorporating comments from Wendy Lowder and Andrew Osborn
4	26.04.21	4	Hill Dickinson – updated diagram and governance Clause 12
5	17.05.21	5	Hill Dickinson – update to Clause 7
6	19.05.21	6	Hill Dickinson – update to incorporate provider collaboration wording and minor amendments from Design Team meeting 19.05.21
7	10.06.21	7	BNHFT mark up
8	18.06.21	8	Hill Dickinson – following BHNFT mark up
9	16.07.21	9	Hill Dickinson – insertion of footnote at 10.4; refs to Health and Care Plan and removal of Priority Programmes, and remit of ICDG included in line with TORs.
10	08.07.22	10	Hill Dickinson – revisions to reflect H&C Act and ICB and post 1 July governance approach
11	20.10.22	11	Minor updates prior to consideration at Barnsley Place Partnership Board
12	7.12.22	12	Clean version prepared with watermark removed etc
12.1	19.1.23	12.1	Minor corrections to names of sub committees to ensure consistency with their ToR

BARNSELY PLACE AGREEMENT

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BARNSLEY PLACE AGREEMENT

Overarching Note – Barnsley Place Agreement

This Agreement provides an overarching framework for the continued development of a place-based partnership for Barnsley. The arrangements set out are intended to build on the existing integrated governance structures between the health and care partners in Barnsley, including the Partnership Board and the Place Partnership Delivery Group, and further strengthen relationships between the Partners for the benefit of the Barnsley population.

Figure 1 below includes a diagram illustrating the governance arrangements for Barnsley Place Partnership (“Place Partnership”) as at the Commencement Date.

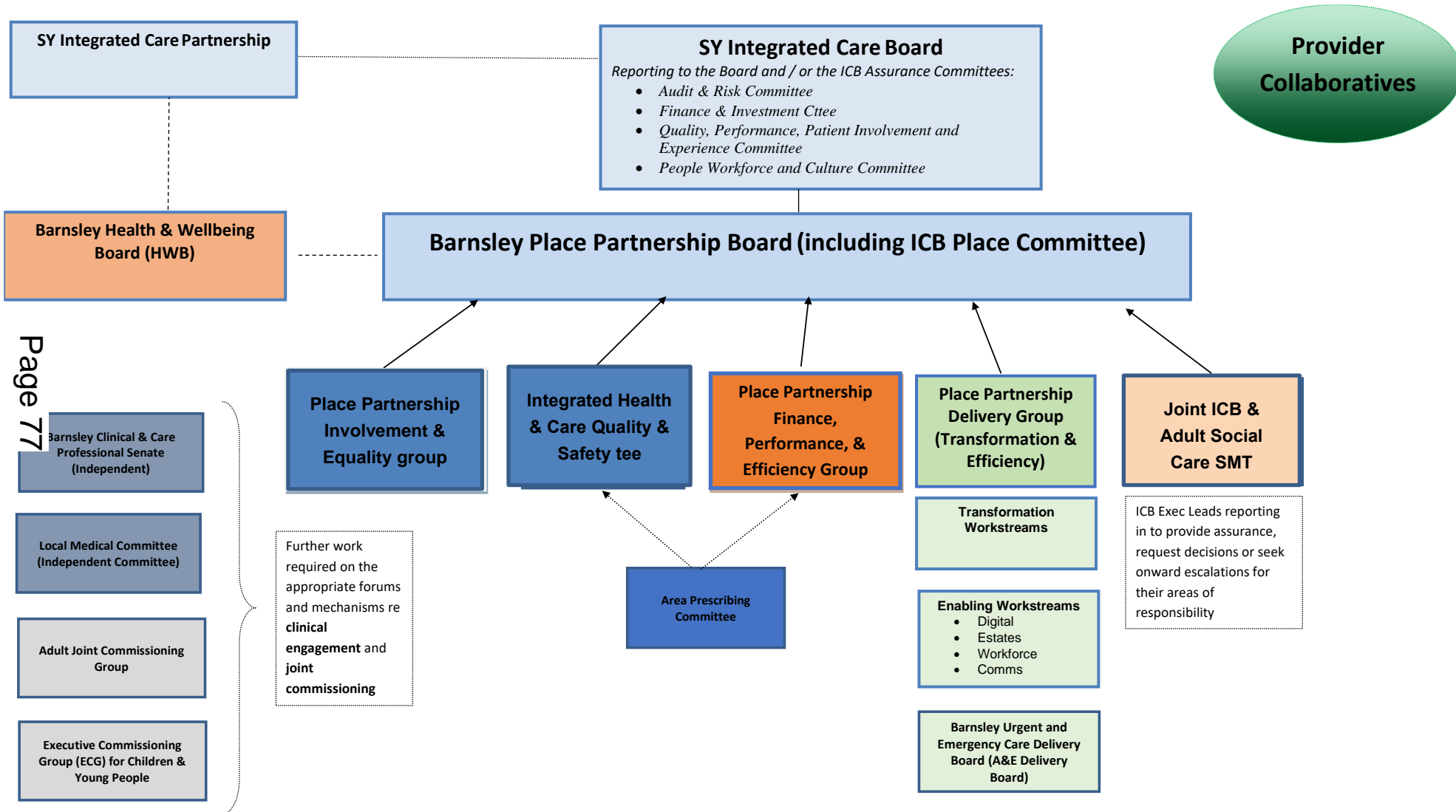
This Agreement is designed to work alongside existing NHS Standard Contracts (commonly the Services Contract) and arrangements for the delivery of non-NHS care, support and community services via the Council to the extent such services are within the scope of the Agreement. The Agreement is only intended to be legally binding for specific elements, which are identified, such as confidentiality and intellectual property.

The Partners intend to work together under the governance framework set out in this Agreement to embed and further develop the Place Partnership approach to ultimately include requirements in relation to population health outcomes, risk/gain share, financial and contract management and regulatory requirements, as may be agreed between the Partners. The Partners acknowledge that 2022/23 will be a transitional year during which they will work together through this Agreement to implement a development plan to create a thriving Place Partnership for Barnsley which enables provider collaboration where this aligns with the Place Partnership vision and objectives, and the Barnsley Health and Care Plan.

The Partners will review progress made against the Place Development Plan and the terms of this Agreement on a half yearly basis and/or at such intervals as the Partners may agree thereafter. The Partners may agree to either vary the Agreement to reflect developments or enter into a new agreement.

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FIGURE 1 – BARNSELY PLACE PARTNERSHIP



BARNLSLEY PLACE AGREEMENT

DATE:

2022

This Place Agreement (the **Agreement**) is made between:

1. **NHS SOUTH YORKSHIRE INTEGRATED CARE BOARD** of 722 Prince of Wales Road, Sheffield, S9 4EU ("**ICB**");
2. **BARNLSLEY METROPOLITAN BOROUGH COUNCIL** of 1 Westgate, Western Street, Barnsley, S70 2DR ("**Council**");
3. **BARNLSLEY HOSPITAL NHS FOUNDATION TRUST** of Gawber Road, Barnsley, S75 2EP ("**BHNFT**");
4. **SOUTH WEST YORKSHIRE PARTNERSHIP NHS FOUNDATION TRUST** of Ouchthorpe Lane, Wakefield, WF1 3SP ("**SWYPFT**");
5. **BARNLSLEY HEALTHCARE FEDERATION COMMUNITY INTEREST COMPANY** (Registered Company No: 09651047) of Oaks Park Primary Care Centre, Thornton Road, Barnsley, S70 3NE ("**BHF**");
6. **BARNLSLEY HOSPICE** (Registered Charity No: 700586) of Church Street, Barnsley, S75 2RL ("**BH**"); and
7. **BARNLSLEY COMMUNITY AND VOLUNTARY SERVICES** of Pontefract Road, Barnsley, S71 5PN ("**CVS**");

together referred to in this Agreement as the "**Partners**".

The ICB and the Council (in its role as commissioner of social care and public health services) are together referred to in this Agreement as the "**Commissioners**".

BHNFT, SWYPFT, BHF, BH, CVS and the Council (in its role as provider of social care services, whether directly or through contracting arrangements with third party providers) are together referred to in this Agreement as the "**Providers**".

BACKGROUND

- (A) The Partners have been working collaboratively across Barnsley to integrate services and provide care closer to home for local people for some time. This Agreement sets out the vision, objectives and shared principles of the Partners in supporting the further development of place-based health and care provision for the people of Barnsley using a population health management approach, building on the progress achieved by the Partners to date.
- (B) Pursuant to the Health and Care Act 2022, on the Commencement Date the ICB was

BARNESLEY PLACE AGREEMENT

established as a statutory body and NHS Barnsley Clinical Commissioning Group was dissolved and its functions transferred to the ICB. In line with the principle of subsidiarity, the ICB has delegated certain of its functions to be exercised on its behalf by the Place Partnership through the governance arrangements set out in this Agreement.

- (C) The Partners will focus on delivery of the Barnsley Health and Care Plan to work towards specific outcomes over the term. Changes or additions to the Health and Care Plan may be identified by the Partners during the term of this Agreement as required to further the collaborative work of the Partners for the benefit of the population of Barnsley. The Place Partnership governance framework will enable the Providers to collaborate in order to identify opportunities for service improvement or redesign in relation to the Health and Care Plan where such opportunities align with the Barnsley Place Partnership vision and objectives.
- (D) In light of the Health and Care Act 2022, the Partners recognise that from the Commencement Date they will need to undertake a programme of work through the governance arrangements set out in this Agreement to further develop their place arrangements to become a thriving Place Partnership ready to manage Barnsley resources together for the benefit of the Barnsley population. This programme of work will be set out in a Place Partnership Development Plan to be developed and agreed by the Partners within 3 months of the Commencement Date.
- (E) The Partners acknowledge that the delivery and development of the Place Partnership will rely on the Partners working collaboratively rather than separately to plan financially sustainable methods of delivering integrated, population-focused services in furtherance of the Health and Care Plan and the Place Partnership Development Plan.
- (F) The Partners acknowledge that the Council has a dual role within the Barnsley health and care system as both a commissioner of social care and public health services but also as a provider of social care services either through direct delivery or through contracts with third party providers. In its role as commissioner of social care services the Council shall work in conjunction with the ICB and in its role as a provider of social care services the Council shall work in conjunction with the Providers. The Council recognises the need to and will ensure that any potential conflicts of interest arising from its dual role are appropriately identified and managed.
- (G) This Agreement sets out the key terms that the Partners have agreed, including:
 - a) the key principles that the Partners will comply with in working together through the Place Partnership;
 - b) the key objectives for the development and delivery of the Health and Care Plan; and
 - c) the governance structures underpinning the Place Partnership.

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- (H) This Agreement is intended to work alongside:
- a) the Services Contracts; and
 - b) the Section 75 Agreement between the ICB and the Council.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, capitalised words and expressions shall have the meanings given to them in Schedule 1.
- 1.2 In this Agreement, unless the context requires otherwise, the following rules of construction shall apply:
- 1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - 1.2.2 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
 - 1.2.3 a reference to a “Provider” or a “Commissioner” or any Partner includes its personal representatives, successors or permitted assigns;
 - 1.2.4 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; and
 - 1.2.5 any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. STATUS AND PURPOSE OF THIS AGREEMENT

- 2.1 The Partners have agreed to work together on behalf of the people of Barnsley to further develop the Place Partnership through which to identify and respond to the health and care needs of the Barnsley population, and deliver integrated health, support and community care to develop and ultimately deliver improved health and care outcomes for the people of Barnsley.
- 2.2 Notwithstanding the good faith consideration that each Partner has afforded the terms set out in this Agreement, the Partners agree that, save as provided in Clause 2.3 below, this Agreement shall not be legally binding. The Partners each enter into this Agreement intending to honour all of their respective obligations.

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- 2.3 This Clause 2.3, Clauses 10 (*Transparency*), 17 (*Liability*), 19 (*Confidentiality and FOIA*), 20 (*Intellectual Property*), 21.4 (*Counterparts*) and 21.5 (*Governing Law and Jurisdiction*) shall come into force from the date of this Agreement and shall give rise to legally binding commitments between the Partners.
- 2.4 Each of the Providers has one or more individual Services Contracts (or where appropriate combined Services Contracts) with the ICB or the Council. This Agreement is not intended to conflict with or take precedence over the terms of the Services Contracts or the Section 75 Agreement unless expressly agreed by the Partners.

3. APPROVALS

Each Partner acknowledges and confirms that as at the date of this Agreement it has obtained all necessary authorisations to enter into this Agreement and that its own organisational leadership body has approved the terms of this Agreement.

4. DURATION AND REVIEW

- 4.1 This Agreement shall take effect on the Commencement Date (1 July 2022) and will continue in full force and effect until its expiry on 31 March 2024 (the “**Initial Term**”), unless and until terminated in accordance with the terms of this Agreement.
- 4.2 Prior to the expiry of the Initial Term, this Agreement will expire automatically without notice unless, no later than six (6) months before the end of the Initial Term, the Partners agree in writing that the term of the Agreement will be extended for a further term to be agreed between the Partners (the “**Extended Term**”).
- 4.3 The Partners will review progress made against the Place Partnership Development Plan (once agreed) and the terms of this Agreement on a half yearly basis and/or at such intervals as may be agreed between the Partners and the Partners may agree to vary the Agreement to reflect developments as appropriate in accordance with Clause 18 (*Variations*).

SECTION A: VISION, OBJECTIVES AND PRINCIPLES

5. THE VISION

- 5.1 The Partners have agreed to work towards a common vision for the Place Partnership as follows:

People of Barnsley are enabled to take control of their health and wellbeing and enjoy happy, healthy and longer lives, in safer and stronger communities, regardless of who they are and wherever they live.

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6. THE OBJECTIVES

- 6.1 The Partners have agreed to work together and to perform their duties under this Agreement in order to achieve the following Objectives:
- 6.1.1 Develop an integrated joined up health and care system where the people of Barnsley experience continuity of care – each Partner delivering their part without duplication;
 - 6.1.2 Individuals, families and communities are empowered to take control wherever possible of their own health and wellbeing;
 - 6.1.3 Shift the focus on treating patients with health problems to supporting the community to remain healthy in the first instance;
 - 6.1.4 Embed integrated care that delivers the best value for the Barnsley pound;
 - 6.1.5 Develop population health management approaches to improve health and wellbeing and reduce health inequalities;
 - 6.1.6 Work towards becoming a thriving Place Partnership in accordance with the Place Partnership Development Plan for 2022/23 and beyond; and
 - 6.1.7 Play a pivotal role in delivering our shared vision for Barnsley: a place of possibilities, set out in Barnsley 2030. A healthy, learning, growing and sustainable Barnsley.
- 6.2 The Partners acknowledge that they will have to make decisions together in order for the Place Partnership arrangements to work effectively. The Partners agree that they will work together and make decisions on a Best for Barnsley basis in order to achieve the Objectives, save for the Reserved Matters listed at Clause 9.

7. THE PRINCIPLES

- 7.1 These Principles underpin the delivery of the Partners' obligations under this Agreement and set out key factors for a successful relationship between the Partners for the delivery of the Place Partnership.
- 7.2 The Partners agree that the successful delivery of the Place Partnership operating model will depend on their ability to effectively co-ordinate and combine their expertise and resources in order to deliver an integrated approach to the planning, provision and use of community assets and services across the Partners.
- 7.3 The Partners will work together in good faith and, unless the provisions in this Agreement state otherwise, the Partners will:

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- 7.3.1 Aim for better health and wellbeing for the whole population, better quality care for all patients and sustainable services for the taxpayer alongside the reduction of health inequalities (the “quadruple aim”);
- 7.3.2 Play our part in social and economic development and environmental sustainability of Barnsley and the wider South Yorkshire region;
- 7.3.3 Commit to making decisions at the right level and with the relevant partners at the Place Partnership level to deliver the Place Partnership vision and the Shared Purpose and benefit the population of Barnsley and the wider South Yorkshire region. Decisions should not adversely affect the outcomes or equity for populations within Barnsley or the ICS;
- 7.3.4 Ensure that the children’s, young people and families’ agenda is a key element of the Place Partnership’s work;
- 7.3.5 Support each other and work collaboratively to take decisions at the most local level as close as possible to the communities that we affect whether that be system, place or neighbourhood (subsidiarity);
- 7.3.6 Develop collaborative system leadership encompassing health, social care and wider system partners to deliver the Place Partnership vision and the Shared Purpose, and a culture and values to support transformation. All members are respected and valued. They understand their own contribution and support the contributions of other members to the Place Partnership vision and the Shared Purpose;
- 7.3.7 Strengthen clinical and professional leadership including general practitioners as expert generalists with the patient;
- 7.3.8 Enable the leadership role of citizens, communities and voluntary sector;
- 7.3.9 Strengthen the links between neighbourhoods, Place and the ICS and demonstrate inclusivity and shared ownership;
- 7.3.10 Make time and other resources available to develop the Place Partnership and deepen working relationships between the Partners at all levels;
- 7.3.11 Be transparent with each other and the people of Barnsley and the wider South Yorkshire area around decisions and appointments;
- 7.3.12 Use the best available data to inform priorities and decision-making;

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- 7.3.13 Look for simplicity and effectiveness in any Place Partnership structures and governance and follow the rule of form following function;
- 7.3.14 Act with honesty and integrity and trust that each other will do the same. This includes each Partner being open about the interests of their organisation and any disagreement they have with a proposal or analysis. The Partners will assume that each acts with good intentions;
- 7.3.15 Work to understand the perspective and impacts of their decisions on other parts of the health and social care system;
- 7.3.16 Adopt an asset based approach that is citizen-led, relationship orientated, asset based, place-based and inclusion focussed;
- 7.3.17 Provide a proactive and person-centred approach that empowers patients and addresses people's needs;
- 7.3.18 Improve quality and efficiency of services through sharing records, data and information including integrated information management and technology;
- 7.3.19 Support the delivery of more enhanced and specialised services in the community where appropriate;
- 7.3.20 Neighbourhood focus for delivery of services whilst ensuring services are wrapped around patients and aligned to GP practices;
- 7.3.21 Focus on self-care to promote independence and reduce pressures on the health and care system;
- 7.3.22 Focus on prevention including the wider determinants of health and understanding the perspective and impacts of our decision on other parts of the health and social care system;
- 7.3.23 Maximise the agreed outcomes within the resources available to deliver best possible value for the Barnsley pound;
- 7.3.24 Promote and strive to adhere to the Nolan Principles of public life (selflessness, integrity, objectivity, accountability, openness, honesty and leadership);
- 7.3.25 Being accountable to each other for the performance of respective roles and responsibilities for the Place Partnership and the ICS, in particular where there is an interface with other Partners;

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- 7.3.26 Communicating openly about major concerns, issues or opportunities relating to this Agreement and adopt transparency as a core value, including through open book reporting and accounting, subject always to appropriate treatment of Commercially Sensitive Information if applicable;
 - 7.3.27 Having conversations about supporting the wider health and care system, not just furthering our own organisation's interests;
 - 7.3.28 Undertaking more aligned decision-making across the Partners and trying to commission and deliver services in an integrated way wherever reasonably possible;
 - 7.3.29 Using insights from data to inform decision making;
 - 7.3.30 Engaging positively with other partners in other geographies in pursuit of the aim described at 7.3.1 and effective planning and delivery;
 - 7.3.31 Ensuring that problems are resolved where possible rather than being moved around the system; and
 - 7.3.32 Acting promptly. Recognising the importance of integrated working and the Place Partnership and responding to requests for support from other Partners,
- and these are the "**Principles**".

8. PROBLEM RESOLUTION AND ESCALATION

- 8.1 The Partners agree to adopt a systematic approach to problem resolution which recognises the Objectives and the Principles set out in Clauses 6 and 7 above and which:
 - 8.1.1 seeks solutions without apportioning blame;
 - 8.1.2 is based on mutually beneficial outcomes;
 - 8.1.3 treats each Partner as an equal party in the dispute resolution process; and
 - 8.1.4 contains a mutual acceptance that adversarial attitudes waste time and money.
- 8.2 If a problem, issue, concern or complaint comes to the attention of a Partner in relation to the Objectives, Principles or any matter in this Agreement and is appropriate for resolution between the Partners such Partner shall notify the other Partners and the

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Partners each acknowledge and confirm that they shall then seek to resolve the issue by a process of discussion within 20 Operational Days of such matter being notified.

- 8.3 Any Dispute arising between the Partners which is not resolved under Clause 8.2 above will be resolved in accordance with Schedule 3 (*Dispute Resolution Procedure*).
- 8.4 If any Partner receives any formal enquiry, complaint, claim or threat of action from a third party relating to this Agreement (including, but not limited to, claims made by a supplier or requests for information made under the FOIA relating to this Agreement) the receiving Partner will liaise with the Place Partnership Board as to the contents of any response before a response is issued.

SECTION B: OPERATION OF AND ROLES IN THE SYSTEM

9. RESERVED MATTERS

- 9.1 The Partners agree and acknowledge that nothing in this Agreement shall operate as to require them to make any decision or act in anyway which shall place any Partner in breach of:

9.1.1 Law;

9.1.2 any Services Contract or the Section 75 Agreement;

9.1.3 any specific Department of Health and Social Care or NHS England policies;

9.1.4 if applicable its constitution; any terms of its NHS provider licence; its registration with the CQC; the terms of reference of the Partnership Board; or any legislative requirements including the NHS Act 2006 (as amended); and

9.1.5 any term of a non-NHS party's legal constitution or other legally binding agreement or governance document of which specific written notice has been given to the Partners prior to the date of the Agreement,

and the Partnership Board will not make a final recommendation which requires any Partner to act as such.

10. TRANSPARENCY

- 10.1 Subject to Clause 10.4, the Partners will provide to each other all information that is reasonably required in order to deliver the Health and Care Plan and implement the Place Partnership Development Plan in line with the Objectives.

- 10.2 The Partners have responsibilities to comply with Law (including where applicable Competition Law). The Partners will make sure that they share information, and in particular Competition Sensitive Information, in such a way that is compliant with Competition Law and, accordingly, the Partnership Board and the Place Partnership

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Delivery Group will each ensure that the exchange of Competition Sensitive Information will be restricted to circumstances where:

- 10.2.1 it is essential;
 - 10.2.2 it is not exchanged more widely than necessary;
 - 10.2.3 it is subject to suitable non-disclosure or confidentiality agreements which include a requirement for the recipient to destroy or return it on request or on termination or expiry of this Agreement; and
 - 10.2.4 it may not be used other than to achieve the Objectives in accordance with the Principles.
- 10.3 The Commissioners will make sure that the Place Partnership Delivery Group establishes appropriate information barriers between and within the Providers so as to ensure that Competition Sensitive Information and Confidential Information are only available to those Providers who need to see it to achieve the Objectives and for no other purpose whatsoever so that the Partners do not breach Competition Law.
- 10.4 It is accepted by the Partners that the involvement of the Providers in the governance arrangements for the Place Partnership is likely to give rise to situations where information will be generated and made available to the Providers which could potentially give the Providers an unfair advantage in competitions or which may be capable of distorting such competitions (for example, disclosure of pricing information or approach to risk may provide one Provider with a commercial advantage over a separate provider). Any Provider will have the opportunity to demonstrate to the reasonable satisfaction of the ICB and/or the Council (where acting as a commissioner) in relation to any competitive procurements that the information it has acquired as a result of its participation in the Place Partnership, other than as a result of a breach of this Agreement, does not preclude the ICB and the Council (where acting as a commissioner) from running a fair competitive procurement in accordance with their legal obligations. A Provider shall not be obliged to provide any information which in its reasonable opinion would provide any other Partner with an unfair advantage in any competition or would distort competition.
- 10.5 Notwithstanding Clause 10.4 above, the Commissioners may take such measures as they consider necessary in relation to such competitive procurements in order to comply with their obligations under Law which may include excluding any potential bidder from the competitive procurement in accordance with the Law governing that competitive procurement.

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SECTION C: GOVERNANCE ARRANGEMENTS

11. GOVERNANCE

11.1 The governance structure for the Place Partnership is set out in the diagram in Schedule 2 and includes the following:

11.1.1 the Partnership Board; and

11.1.2 the System Groups.

Partnership Board

11.2 The Partnership Board in practice carries out two roles:

11.2.1 firstly, the Partnership Board has responsibility for aligning decisions on strategic policy matters made by Partners that are relevant to the Place Partnership. Where applicable, the Partnership Board may also make recommendations on matters that it has been asked to consider on behalf of a constituent Partner in the Place Partnership. Where the Partnership Board has been asked to consider matters on behalf of a Partner, the Partner organisation remains responsible for the exercise of its functions and nothing that the Partnership Board does shall restrict or undermine that responsibility. This work is referred to as “**Partnership Business**”; and

11.2.2 secondly, the Partnership Board sits as the ICB Place Committee for Barnsley (“**ICB Place Committee**”), which is a formal committee of the ICB. The ICB Place Committee is established as a committee of the ICB Board, in accordance with the ICB’s Constitution. The ICB Place Committee has delegated authority from the ICB Board to make decisions about the use of ICB resources in Barnsley in line with its remit, and otherwise support the ICB as set out in its terms of reference of Schedule 2. The decisions reached by the ICB Place Committee are decisions of the ICB, in line with the ICB’s Scheme of Reservation and Delegation. This work is referred to as “**ICB Business**”. When sitting as the ICB Place Committee, Partners must comply with ICB policies and procedures.

11.3 As far as possible, the Partners that are statutory bodies will exercise their respective statutory functions within the Partnership Board governance structure to the extent they are within the scope of these arrangements. This will be enabled:

11.3.1 for the ICB, through the Partnership Board sitting as the ICB Place Committee, as outlined above;

11.3.2 for other Partners that are statutory bodies, through those organisations granting delegated authority for decision making to specific individuals (for example a

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Partnership Board member) or to specific committees or other structures established by Partner organisations meeting as part of, or in parallel with, the Partnership Board; and

- 11.3.3 for Partners that are not statutory bodies, it is expected that as far as possible the individuals attending meetings of the Partnership Board will be formally authorised to take the decisions under consideration on behalf of their organisation.
- 11.4 The terms of reference at Part 2 of Schedule 2 apply to Partnership Business as at the Commencement Date. The terms of reference at Part 3 of Schedule 2 apply to the ICB Place Committee (ICB Business) as at the Commencement Date and can be found in the governance handbook issued by the ICB and available on the ICB website. The terms of reference for all governance groups may be updated by agreement of the Partners during the term or as otherwise stated in their terms.
- 11.5 Whether decisions are Partnership Business or ICB Business or a combination of the two, the aim will be to ensure that decisions reflect applicable national and local strategies and are taken in accordance with the Vision, Objectives and Principles for the Place Partnership.
- 11.6 The Partnership Board will report to Partner organisations and is the group responsible for:
- 11.6.1 overseeing the Place Partnership arrangements under the Agreement;
 - 11.6.2 reporting to the Health and Wellbeing Boards on progress against the Objectives; and
 - 11.6.3 liaising where appropriate with national stakeholders (including NHS England), to communicate the views of the Place Partnership on matters relating to integrated care in Barnsley.
- 11.7 The Partnership Board will act in accordance with its terms of reference set out in Schedule 2 as applicable.
- 11.8 A key principle agreed by the Partners is that the chair of the Partnership Board when undertaking Partnership Business will rotate between the Partner organisations.
- 11.9 Where agreed by the ICB and the Council the Partnership Board may meet in common with the joint commissioning governance arrangements between the ICB and the Council.

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System Groups

11.10 The System Groups are established by the Partnership Board and are responsible for developing a system-wide approach in their respective areas of focus. The System Groups established as at the Commencement Date are set out in the diagram at Schedule 2 and include:

11.10.1 the Place Partnership Involvement & Equality Group;

11.10.2 the Integrated Health & Care Quality & Safety Committee;

11.10.3 the Place Partnership Finance, Performance & Efficiency Group; and

11.10.4 the Place Partnership Delivery Group.

11.11 The System Groups will provide advice and assurance to the Partnership Board in their areas of focus and play a key role in driving improvement across the Place Partnership. The System Groups report to the Partnership Board and their terms of reference will be agreed by the Partners following the Commencement Date. The System Groups shall not be a committee of any Partner or any combination of Partners and each System Group shall operate as a collaborative forum.

11.12 The Partners will communicate with each other clearly, directly and in a timely manner to ensure that the Partners (and their representatives) present at the Partnership Board and any System Groups are able to represent their nominating organisations to enable effective and timely recommendations to be made in relation to the Health and Care Plan and the Place Partnership Development Plan.

11.13 Each Partner must ensure that its appointed members of the Partnership Board and System Groups (or their appointed deputies/alternatives) attend all of the meetings of the relevant group and participate fully and exercise their rights on a Best for Barnsley basis and in accordance with Clause 5 (Objectives) and Clause 7 (Principles).

11.14 The Partners agree that the governance arrangements set out in this Clause 11 will be further refined over the Initial Term.

12. CONFLICTS OF INTEREST

12.1 Subject to compliance with Law (including without limitation Competition Law) and contractual obligations of confidentiality the Partners agree to share all information relevant to the achievement of the Objectives in an honest, open and timely manner.

12.2 The Partners will:

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- 12.2.1 disclose to each other the full particulars of any real or apparent conflict of interest which arises or may arise in connection with this Agreement or the operation of the Partnership Board or the PPDG immediately upon becoming aware of the conflict of interest whether that conflict concerns the Partner or any person employed or retained by them for or in connection with the performance of this Agreement;
- 12.2.2 not allow themselves to be placed in a position of conflict of interest in regard to any of their rights or obligations under this Agreement (without the prior consent of the other Partners) before they participate in any decision in respect of that matter; and
- 12.2.3 use best endeavours to ensure that their representatives on the Partnership Board and the PPDG also comply with the requirements of this Clause 12 when acting in connection with this Agreement.

SECTION D: FINANCIAL PLANNING

13. PAYMENTS

- 13.1 The Providers who provide services will continue to be paid in accordance with the mechanism set out in their respective Services Contracts.
- 13.2 The Partners have not agreed as at the Commencement Date to share risk or reward.
- 13.3 The Partners will work together during the Initial Term through the Finance, Performance and Efficiency Group to consider and bring forward a proposal to develop system financial principles including potential risk/reward sharing mechanisms.

SECTION E: FUTURE DEVELOPMENT OF THE PLACE PARTNERSHIP

14. PLACE PARTNERSHIP DEVELOPMENT PLAN

- 14.1 The Partners have agreed to work together to develop the Place Partnership Development Plan to enable maximum delegation to a weight-bearing Barnsley Place Partnership able to receive and make decisions about Barnsley's resource allocation. Once agreed, the Partners will keep the Place Partnership Development Plan under review through the governance structures set out in this Agreement and may agree to amend the Place Partnership Development Plan as required during the Initial Term, in line with policy direction and legislative developments.

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SECTION F: GENERAL PROVISIONS

15. EXCLUSION AND TERMINATION

15.1 A Partner may be excluded from this Agreement on notice from the other Partners (acting in consensus) in the event of:

15.1.1 the termination of their Services Contract; or

15.1.2 an event of Insolvency affecting them.

15.2 A Partner may withdraw from this Agreement by giving not less than 6 months' written notice to each of the other Partners' representatives.

15.3 A Partner may be excluded from this Agreement on written notice from all of the remaining Partners in the event of a material or a persistent breach of the terms of this Agreement by the relevant Partner which has not been rectified within 30 days of notification issued by the remaining Partners (acting in consensus) or which is not reasonably capable of remedy. In such circumstances this Agreement shall be partially terminated in respect of the excluded Partner.

15.4 The Partnership Board may resolve to terminate this Agreement in whole where:

15.4.1 a Dispute cannot be resolved pursuant to the Dispute Resolution Procedure; or

15.4.2 where the Partners agree for this Agreement to be replaced by a formal legally binding agreement between them.

15.5 Where a Partner is excluded from this Agreement, or withdraws from it, the excluded or withdrawing (as relevant) Partner shall procure that all data and other material belonging to any other Partner shall be delivered back to the relevant Partner or deleted or destroyed (as instructed by the relevant Partner) as soon as reasonably practicable.

15.6 For the avoidance of doubt, individuals sitting as members of the Partnership Board may be removed and/ or may be prevented from participating in meetings in accordance with the terms of reference set out in Schedule 2.

16. INTRODUCING NEW PARTNERS

Additional parties may become parties to this Agreement on such terms as the Partners shall jointly agree in writing, acting at all times on a Best for Barnsley basis. Any new Partner will be required to agree in writing to the terms of this Agreement before admission.

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17. LIABILITY

The Partners' respective responsibilities and liabilities in the event that things go wrong with the Services will be allocated under their respective Services Contracts and not this Agreement.

18. VARIATIONS

Any amendment to this Agreement will not be binding unless set out in writing and signed by or on behalf of each of the Partners, provided always that the ICB will be able to amend the terms of reference for the ICB Place Committee and ICB Business set out in Schedule 2 without the need for approval from the other Partners.

19. CONFIDENTIALITY AND FOIA

19.1 Each Partner shall keep confidential all Confidential Information that it receives from the other Partners except to extent such Confidential Information is required by Law to be disclosed or is already in the public domain or comes into the public domain otherwise than through an unauthorised disclosure by a Partner to this Agreement.

19.2 To the extent that any Confidential Information is covered or protected by legal privilege, then disclosing such Confidential Information to any Partner or otherwise permitting disclosure of such Confidential Information does not constitute a waiver of privilege or of any other rights which a Partner may have in respect of such Confidential Information.

19.3 The Partners agree to procure, as far as is reasonably practicable, that the terms of this Clause 19 (*Confidentiality and FOIA*) are observed by any of their respective successors, assigns or transferees of respective businesses or interests or any part thereof as if they had been party to this Agreement.

19.4 Nothing in this Clause 19 (*Confidentiality and FOIA*) will affect any of the Partners' regulatory or statutory obligations, including but not limited to competition law of any applicable jurisdiction.

19.5 The Partners acknowledge that some of them are subject to the requirements of the FOIA and will facilitate each other's compliance with their information disclosure requirements, including the submission of requests for information and handling any such requests in a prompt manner and so as to ensure that any Partner which is subject to FOIA is able to comply with their statutory obligations.

20. INTELLECTUAL PROPERTY

20.1 In order to develop and deliver the arrangements under this Agreement in accordance with the Principles each Partner grants each of the other Partners a fully paid up, non-

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exclusive licence to use its existing Intellectual Property insofar as is reasonably required for the sole purpose of the fulfilment of that Partner's obligations under this Agreement.

20.2 If any Partner creates any new Intellectual Property through the development and delivery of the arrangements under this Agreement, the Partner which creates the new Intellectual Property will grant to the other Partners a fully paid up, non-exclusive licence to use the new Intellectual Property for the sole purpose of the fulfilment of that Partner's obligations and the development and delivery of the arrangements under this Agreement.

21. GENERAL

21.1 Any notice or other communication given to a Partner under or in connection with this Agreement shall be in writing, addressed to that Partner at its principal place of business or such other address as that Partner may have specified to the other Partner in writing in accordance with this Clause, and shall be delivered personally, or sent by pre-paid first class post, recorded delivery or commercial courier.

21.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 21.1 above; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Operational Day after posting; or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

21.3 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between any of the Partners, constitute any Partner the agent of another Partner, nor authorise any Partner to make or enter into any commitments for or on behalf of any other Partner except as expressly provided in this Agreement.

21.4 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. The expression "counterpart" shall include any executed copy of this Agreement scanned into printable PDF, JPEG, or other agreed digital format and transmitted as an e-mail attachment. No counterpart shall be effective until each Partner has executed at least one counterpart.

21.5 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and where applicable, the Partners irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

BARNSELY PLACE AGREEMENT

21.6 A person who is not a Partner to this Agreement shall not have any rights under or in connection with it.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by [insert]

.....

for and on behalf of **NHS SOUTH YORKSHIRE
INTEGRATED CARE BOARD**

[]

Signed by [insert]

.....

for and on behalf of **BARNSELY METROPOLITAN
BOROUGH COUNCIL**

[]

Signed by [insert]

.....

for and on behalf of **BARNSELY HOSPITAL NHS
FOUNDATION TRUST**

[]

Signed by [insert]

.....

for and on behalf of **SOUTH WEST YORKSHIRE
PARTNERSHIP NHS FOUNDATION TRUST**

[]

Signed by [insert]

.....

for and on behalf of **BARNSELY HEALTHCARE**

BARNSELY PLACE AGREEMENT

FEDERATION []

Signed by [insert]

for and on behalf of **BARNSELY HOSPICE** []

Signed by [insert]

for and on behalf of **BARNSELY COMMUNITY AND VOLUNTARY SERVICES** []

Healthwatch Barnsley is the independent consumer champion created to gather and represent the views of the public in Barnsley. As it does not exist as a separate legal entity, it is not a party to this Agreement and cannot be bound by the terms of this Agreement, but signs this Agreement below to confirm its support for the Place Partnership, its vision, objectives and principles, and agrees to participate in the Place Partnership governance structure.

Signed by [insert]

for and on behalf of **HEALTHWATCH BARNSELY** []

SCHEDULE 1

Definitions and Interpretation

1. The following words and phrases have the following meanings:

Agreement	this agreement incorporating the Schedules.
Best for Barnsley	best for the achievement of the Objectives and the Outcomes for the Barnsley population on the basis of the Principles.
Commencement Date	1 July 2022.
Commercially Sensitive Information	Confidential Information which is of a commercially sensitive nature relating to a Partner, its intellectual property rights or its business or which a Partner has indicated would cause that Partner significant commercial disadvantage or material financial loss.
Competition Law	the Competition Act 1998 and the Enterprise Act 2002, as amended by the Enterprise and Regulatory Reform Act 2013 and as applied to the healthcare sector in accordance with the Health and Care Act 2022.
Competition Sensitive Information	Confidential Information which is owned, produced and marked as Competition Sensitive Information by one of the Partners and which that Partner properly considers is of such a nature that it cannot be exchanged with the other Partners without a breach or potential breach of Competition Law. Competition Sensitive Information may include, by way of illustration, trade secrets, confidential financial information and confidential commercial information, including without limitation, information relating to the terms of actual or proposed contracts or sub-contract arrangements (including bids received under competitive tendering), future pricing, business strategy and costs data, as may be utilised, produced or recorded by any Partner, the publication of which an organisation in the same business would reasonably be able to expect to protect by virtue of business confidentiality provisions.
Confidential Information	the provisions of this Agreement and all information which is secret or otherwise not publicly available (in both cases in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of this Agreement, including

	Commercially Sensitive Information and Competition Sensitive Information.
Dispute	any dispute arising between two or more of the Partners in connection with this Agreement or their respective rights and obligations under it.
Dispute Resolution Procedure	the procedure set out in Schedule 3 for the resolution of disputes which are not capable of resolution under Clause 0 (<i>Problem Resolution and Escalation</i>).
Extended Term	has the meaning set out in Clause 4.2.
FOIA	the Freedom of Information Act 2000 and any subordinate legislation (as defined in section 84 of the Freedom of Information Act 2000) from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such Act.
Good Practice	Good Clinical Practice and/or Good Health and/or Social Care Practice (each as defined in the Services Contracts), as appropriate.
Health and Care Plan	the Barnsley Health and Care Plan, available at [insert link] .
ICS	Integrated Care System.
Initial Term	the period from and including the Commencement Date until 31 March 2024.
Insolvency	(as may be applicable to each Partner) a Partner taking any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business.
Intellectual Property	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, goodwill, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent

	rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Law	<ul style="list-style-type: none"> a) any applicable statute or proclamation or any delegated or subordinate legislation or regulation; b) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales; c) Guidance (as defined in the NHS Standard Contract); d) National Standards (as defined in the NHS Standard Contract); and e) any applicable code.
NHS Standard Contract	the NHS Standard Contract for NHS healthcare services as published by NHS England from time to time.
Objectives	the objectives for the Place Partnership set out in Clause 6.1.
Operational Days	a day other than a Saturday, Sunday or bank holiday in England.
Partnership Board	the Barnsley Place Partnership Board, the terms of reference for which are set out in Schedule 2 (Governance).
Place Partnership Development Plan	the Place Partnership Development Plan to be agreed between the Partners following the Commencement Date.
Place Partnership Delivery Group or PPDG	the Place Partnership Delivery Group, the terms of reference for which will be agreed by the Partners following the Commencement Date
Population	the population of Barnsley covered by each of the Commissioners.
Principles	the principles for the Place Partnership set out in Clause 7.
Reserved Matter	has the meaning set out in Clause Error! Reference source not found.
Section 75 Agreement	the agreement entered into by the Commissioners under section 75 of the National Health Service Act 2006 to commission the services listed in the schedules to that agreement.
Service Users	people within the Barnsley population served by the Commissioners and who are in receipt of the Services.
Services	the services provided, or to be provided, by each Provider to Service Users pursuant to its respective Services Contract.

Services Contract	a contract entered into by one of the ICB or the Council and a Provider for the provision of Services, and references to a Services Contract include all or any one of those contracts as the context requires.
Shared Purpose	the shared purpose of the South Yorkshire ICS to deliver the quadruple aim (better health, care, value and reduced inequalities) in order to improve population health outcomes and reduce health inequalities for the population of South Yorkshire.
System Groups	the system groups reporting into the Partnership Board, as referred to in Clause 11.10.

SCHEDULE 2

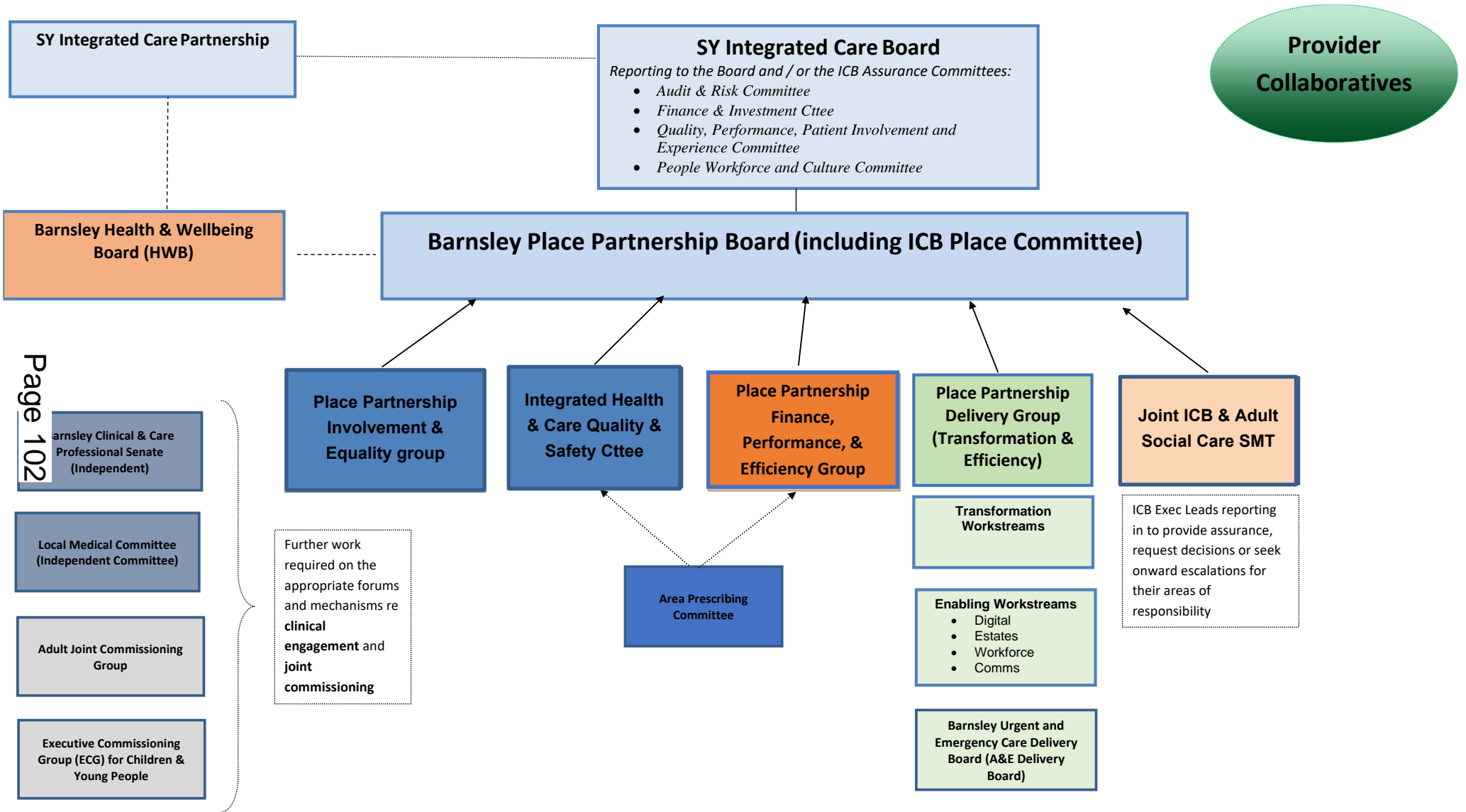
Governance

This Schedule 2 sets out the governance arrangements for the Place Partnership under this Agreement as at the Commencement Date.

The diagram below summarises the governance structure which the Partners have agreed to establish and operate from the Commencement Date, to provide oversight of the development and implementation of the Place Partnership approach and the arrangements under this Agreement.

This Schedule also contains the terms of reference for the Partnership Board. The terms of reference for other governance groups will be finalised and agreed by the Partners following the Commencement Date.

Overview of the Barnsley Place Partnership governance model



Barnsley Partnership Board - Terms of Reference

The Terms of Reference of the Barnsley Place Partnership Board received formal approval at its meeting on 24 November 2022 and are embedded below:



FINAL Barnsley
Partnership Board TO

SCHEDULE 3

Dispute Resolution Procedure

1. Avoiding and Solving Disputes

- 1.1 The Partners commit to working cooperatively to identify and resolve issues to the Partners' mutual satisfaction so as to avoid all forms of dispute or conflict in performing their obligations under this Agreement. Accordingly the Partners will look to collaborate and resolve differences under Clause 0 (*Problem Resolution and Escalation*) of this Agreement prior to commencing this procedure.
- 1.2 The Partners believe that by focusing on their agreed Objectives and Principles they are reinforcing their commitment to avoiding disputes and conflicts arising out of or in connection with the Place Partnership arrangements set out in this Agreement.
- 1.3 The Partners shall promptly notify each other of any dispute or claim or any potential dispute or claim in relation to this Agreement or the operation of the Place Partnership (each a '**Dispute**') when it arises.
- 1.4 In the first instance the relevant Partners' representatives shall meet with the aim of resolving the Dispute to the mutual satisfaction of the relevant Partners. If the Dispute cannot be resolved by the relevant Partners' representatives within 10 Operational Days of the Dispute being referred to them, the Dispute shall be referred to senior officers of the relevant Partners, such senior officers not to have had direct day-to-day involvement in the matter and having the authority to settle the Dispute. The senior officers shall deal proactively with any Dispute on a Best for Barnsley basis in accordance with this Agreement so as to seek to reach a unanimous decision.
- 1.5 The Partners agree that the senior officers may, on a Best for Barnsley basis, determine whatever action it believes is necessary including the following:
 - 1.5.1 If the senior officers cannot resolve a Dispute, they may agree by consensus to select an independent facilitator to assist with resolving the Dispute; and
 - 1.5.2 The independent facilitator shall:
 - (i) be provided with any information he or she requests about the Dispute;
 - (ii) assist the senior officers to work towards a consensus decision in respect of the Dispute;
 - (iii) regulate his or her own procedure;

- (iv) determine the number of facilitated discussions, provided that there will be not less than three and not more than six facilitated discussions, which must take place within 20 Operational Days of the independent facilitator being appointed or such longer period as may be agreed between the Partners in Dispute; and
- (v) have its costs and disbursements met by the Partners in Dispute equally.

1.5.3 If the independent facilitator cannot resolve the Dispute, the Dispute must be considered afresh in accordance with this Schedule 3 and only after such further consideration again fails to resolve the Dispute, the Partners may agree to:

- (i) terminate this Agreement in accordance with Clause 15.1.1; or
- (ii) agree that the Dispute need not be resolved.

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**BARNSELY PLACE PARTNERSHIP
PARTNERSHIP BOARD AND ICB PLACE COMMITTEE**

Terms of Reference

Version	3
Implementation Date	24th November 2022
Review Date	[1 April 2023]
Approved By	Barnsley Place Partnership Board and ICB Place Committee
Approval Date	24th November 2022

VERSIONS

Date	Version	Comments	Author
17 June 2022	1	Initial draft for feedback	Hill Dickinson
24 June 2022	2.3	Incorporating ICB comments regarding ICB committee (RM)	Hill Dickinson
8 July 2022	2.4	Incorporating	Hill Dickinson
20 October 2022	2.5	Amendments prior to resubmission to Place Partnership Board on 28 October 2022	Richard Walker / Jeremy Budd
3 November 2022	2.6	At request of WL and RN the ICB Head of Comms & Engagement has been added in as an attendee of the Place Committee & Place Partnership.	Richard Walker
15 November 2022	2.7	Updated to finalise place partnership board membership and participants and also quoracy – following advice from Hill Dickinson	Jeremy Budd
7 December 2022	3	Final 'clean' version with draft watermark removed	Richard Walker

1. Structure of these Terms of Reference

These terms of reference are divided into three sections:

- Part 1: Background;
- Part 2: Terms of reference for the Barnsley Partnership Board when carrying out Partnership Business (defined below); and
- Part 3: Terms of reference for the Barnsley Partnership Board when carrying out ICB Business (defined below) as a committee of NHS South Yorkshire Integrated Care Board.

PART 1: BACKGROUND

1. The organisations referred to in these terms of reference are Partners in the Barnsley Place Partnership ("**Place Partnership**"). Representatives of the Partners have come together as the Barnsley Partnership Board ("**Partnership Board**") to enable the delivery of integrated population health and care services in Barnsley, as set out in more detail below. The Partners have entered into a Place Agreement setting out their commitment to delivery of the Barnsley vision, objectives, and principles (as documented in the Place Agreement).
2. The Partnership Board in practice carries out two roles:
 - Firstly, the Partnership Board is responsible for aligning decisions on strategic policy matters made by Place Partners that are relevant to the achievement of the Barnsley Place Plan, in accordance with its terms of reference in Part 2. Where applicable, the Partnership Board may also make recommendations on matters that it has been asked to consider on behalf of a constituent Partner in the Place Partnership. Where the Partnership Board has been asked to consider matters on behalf of a Partner, the Partner organisation remains responsible for the exercise of its functions and nothing that the Partnership Board does shall restrict or undermine that responsibility. This work is referred to as "**Partnership Business**".
 - Secondly, the Partnership Board sits as the Barnsley ICB Committee ("**ICB Place Committee**"), which is a committee of the NHS South Yorkshire Integrated Care Board ("**ICB**"). The ICB Place Committee is established as a committee of the ICB Board, in accordance with the ICB's Constitution, Standing Orders and Scheme of Reservation & Delegation. When the Partnership Board sits as the ICB Place Committee it has delegated authority from the ICB Board to make decisions about the use of ICB resources in Barnsley in line with its remit, and otherwise support the ICB as set out in its terms of reference in Part 3 with the membership as set out in paragraph 7 below. The decisions reached by the ICB Place Committee are decisions of the ICB, in line with the ICB's Scheme of Reservation & Delegation "**ICB Business**". When sitting as the ICB Place Committee, members must comply with ICB policies and procedures.
3. As far as possible, the Partners that are statutory bodies will exercise their respective statutory functions within the Partnership Board governance structure. This will be enabled:
 - For the ICB, through the Partnership Board sitting as the ICB Place Committee, as outlined above
 - For other Partners that are statutory bodies, through those organisations granting delegated authority for decision making to specific individuals (for example a Partnership Board member) or to specific committees or other structures established by Partner organisations meeting as part of, or in parallel with, the Partnership Board.
4. For Partners that are not statutory bodies, it is expected that as far as possible the individuals attending meetings of the Partnership Board will be authorised to take the decisions under consideration on behalf of their organisation.
5. It is expected that in many cases, ICB Business, or any other reserved statutory decisions taken by individuals on behalf of their statutory organisations, will be able to be conducted at meetings of the Partnership Board, as a result of either individual Partner representatives exercising delegated authority or through the ICB Place Committee making the decision as a committee. Other representatives of Partner organisations will be attendees at the Partnership Board at such times subject to the management of any conflicts of interest.

6. Whether decisions are taken under Part 2 and Part 3, or only Part 2 or Part 3 of these terms of reference, the aim will be to ensure that decisions reflect applicable national and local priority objectives and strategies and are taken in accordance with the collaborative principles for the Place Partnership.
7. Membership and attendance at the Partnership Board differs according to whether or not the Partnership Board is undertaking Partnership Business or ICB Business in accordance with the relevant terms of reference. The table below sets out the status of individual representatives in each case for ease of reference:

Nominated Representative (Role/Title)	Organisation	Status for Partnership Business	Status for ICB Business
Chair	South West Yorkshire Partnership NHS Foundation Trust	Chair (to be rotated every 12 months)	Participant
Chief Executive	Barnsley Hospital NHS Foundation Trust	Member	Participant
Chair	Barnsley Hospital NHS Foundation Trust	Member	Participant
Leader	Barnsley Metropolitan Borough Council	Member	Participant
Chief Executive	Barnsley Metropolitan Borough Council	Member	Participant
Director of Public Health	Barnsley Metropolitan Borough Council	Member	Participant
Chief Executive	Barnsley Healthcare Federation	Member	Participant
Chair	Barnsley Healthcare Federation	Member	Participant
Chief Executive	South West Yorkshire Partnership NHS Foundation Trust	Member	Participant
Chief Executive	Barnsley Hospice Chief Executive	Member	Participant
Chair or Chief Executive	Barnsley CVS	Member	Participant
Chair or Chief Executive	Barnsley Primary Care Network	Member	Participant
Executive Place Director	NHS South Yorkshire Integrated Care Board	Member	Chair
Chief Nurse, Barnsley Place	NHS South Yorkshire Integrated Care Board	Participant	Member
Medical Director, Barnsley Place	NHS South Yorkshire Integrated Care Board	Participant	Member
Chief Finance Officer, Barnsley Place	NHS South Yorkshire Integrated Care Board	Participant	Member
Independent Non-Executive Member	NHS South Yorkshire Integrated Care Board	Member	Member
Head of Comms & Engagement, Barnsley Place	NHS South Yorkshire Integrated Care Board	Participant	Participant
Chair	Healthwatch	Participant	Participant

BARNSELY PARTNERSHIP BOARD

PART 2: PARTNERSHIP BOARD – TERMS OF REFERENCE FOR PARTNERSHIP BUSINESS

1	Name of committee	The Barnsley Partnership Board (the “ Partnership Board ”).
2	General	<p>In these terms of reference the following capitalised terms are given the meaning set out in the NHS South Yorkshire Integrated Care Board (“ICB”) Constitution as updated from time to time, unless the context otherwise requires:</p> <p>Constitution</p> <p>ICB</p> <p>Standing Order or Standing Orders</p> <hr/> <p>Other capitalised terms have the meaning set out below:</p> <p>“Barnsley Plan” means the Barnsley Health and Care Plan as agreed by the Partnership, aligned to NHS South Yorkshire</p> <p>“Chair” means the chair of the Partnership Board</p> <p>“Executive Place Director” means that individual appointed by the ICB to oversee and help develop the Place Partnership</p> <p>“ICB Business” has the meaning set out in Part 1</p> <p>“ICB Place Committee” means the committee of the ICB for the Barnsley Place</p> <p>“ICB Policies” means any policy, process or procedure formally adopted by the ICB</p> <p>“Member” refers to a member of the Partnership Board as listed in paragraph 0</p> <p>“Participant” refers to a participant of the Partnership Board as listed in paragraph 7</p> <p>“Partner” refers to a partner organisation in the Place Partnership which is also a party to the Place Agreement</p> <p>“Partnership Board” means the Partnership Board as described in the Place Agreement that also sits as the ICB Place Committee as described in the ICB Constitution</p> <p>“Partnership Business” has the meaning set out in Part 1</p> <p>“Place Agreement” means the agreement entered into by the Partners for the transformation and better integration of health and care services for the population of Barnsley</p> <p>“Place Partnership” means the partnership of organisations described in the Place Agreement</p> <p>“Terms of Reference for ICB Business” means the terms of reference set out in Part 3</p> <p>“Working Days” means a weekday that is not a bank holiday in England.</p>

3	Reports to	The Partnership Board reports to the boards of the Partners in relation to Partnership Business. This is done through each Partner representative sitting on the Partnership Board reporting back to their respective employing/ host organisation.
4	Purpose	<p>The purpose of the Partnership Board is to provide visible leadership, direction and commitment to the vision and objectives for developing integrated care in Barnsley (as set out in the Place Agreement) and ensuring effective governance, communication and delivery of the objectives.</p> <p>The Partnership Board will work together to achieve the vision and objectives of the Place Partnership through:</p> <ul style="list-style-type: none"> • providing strategic and operational oversight • developing new models of joined up services in communities that: <ul style="list-style-type: none"> ○ set out a new relationship with residents in neighbourhoods ○ are person centred, with a focus on supported self-care, prevention and asset based ○ ensure that services developed in neighbourhoods and new primary care networks are complementary in both services and governance. ○ take a 'one public sector – one borough - one team' approach • providing shared responses to the South Yorkshire Integrated Care System (SYICS) strategic developments on primary care networks and other associated integration requirements, including the horizontal provider collaboratives • producing shared communications • developing shared information governance and record keeping • developing a shared workforce strategy • developing a shared understanding of collective finances with the aim of a shared management of financial risk • considering investment decisions across the Place Partnership • having regard to the strategy developed by the Barnsley Health and Wellbeing Board <p>Ultimately this will ensure that the Partners work together to drive efficiencies and better outcomes for the residents of Barnsley, in line with the Barnsley Plan.</p> <p>Oversee and inform the work of the Place Partnership Development Group providing support and strategic decision making either directly, within their scope of delegated authority, or by making recommendations to sovereign organisation Boards/relevant decision making bodies.</p> <p>Review and if appropriate, adapt the Barnsley Plan's objectives, milestones and governance in light of internal or external strategic changes.</p>
5	Remit and responsibilities	<p>When conducting Partnership Business, the Partnership Board has responsibility for:</p> <ul style="list-style-type: none"> • Providing mutual assurance to the constituent Partners through regular reports to their boards • Reflecting the underlying principles as set out within the Place Agreement • Reviewing progress and guiding the Barnsley Health & Care Plan and Place Partnership Delivery Plan towards the overall agreed objectives and benefits • Ensuring all risk is assessed and assure that mitigating actions are in place • Making best use of the Barnsley £ putting Barnsley people first ahead of the needs of individual Partner organisations. In doing so, to collectively manage risk through effective arrangements between partner organisations that meet regulatory requirements and develop a collective voice in managing our position with the SYICS. • Working within the overall scope of the Programme, recognising that changes will be agreed during the course of its development and introduction. • Supporting the Place Partnership Development Group to deliver the

		<p>Programme objectives</p> <ul style="list-style-type: none"> • Strategic decision making for issues raised by the Place Partnership Development Group within the scope of delegated authority to the Partnership Board members • Helping to develop clinical models and partnership priorities in line with mature partnership arrangements. For the avoidance of doubt, the Partnership Board will not have the final decision on clinical/operational models or the commissioning intentions of the Place Partnership.
6	Members	<p>Members contribute to discussion, participate in aligned decision making and are accountable for decisions made.</p> <p>The Members of the Partnership Board when undertaking Partnership Business are:</p> <ul style="list-style-type: none"> • Partner organisation rotation - Chair of the Partnership Board • Barnsley Hospital NHS Foundation Trust (“BHNFT”) – Chief Executive • BHNFT – Chair • Barnsley Metropolitan Borough Council (“BMBC”) – Leader of the Council • BMBC Chief Executive • BMBC Director of Public Health • Barnsley Healthcare Federation (“BHF”) – Chief Executive • BHF – Chair • South West Yorkshire Partnership NHS Foundation Trust (“SWYPFT”) – Chair • SWYPFT – Chief Executive • Barnsley Hospice - Chief Executive • Barnsley CVS – Chair or Chief Executive • Barnsley PCN - Chair or Chief Executive • Executive Place Director, Barnsley Place Partnership (ICB) <p>Membership will be reviewed and adjusted as necessary to ensure the Partnership Board meets its responsibilities.</p> <p>The role of Chair of the Partnership Board for Partnership Business will be rotated to another Member of the Partnership Board as agreed by the Members. This will be undertaken on an annual basis at the beginning of every financial year.</p> <p>The same organisation cannot hold the Chair position in both the Partnership Board and the Place Partnership Development Group at the same time.</p>
7	Participants	<p>The following individuals will be invited to attend each meeting of the Partnership Board as Participants. Participants attend meetings and may be invited by the Chair to participate in discussions from time to time. They do not participate in decision making.</p> <p>The Participants of the Partnership Board when undertaking Partnership Business are:</p> <ul style="list-style-type: none"> • Healthwatch – Chair • Place Partnership Development Group executive members • ICB – Chief Nurse, Barnsley Place • ICB - Chief Finance Officer, Barnsley Place • ICB – Medical Director, Barnsley Place • Head of Comms & Engagement, Barnsley Place <p>The Chair may invite such other Participants to attend any meeting of the Partnership Board as the Chair considers appropriate.</p>
8	Deputies	<p>With the permission of the Chair, Members of the Partnership Board may nominate a deputy to attend a meeting that they are unable to attend. The deputy may speak and vote on their behalf. The decision of the Chair regarding authorisation of nominated</p>

		deputies is final.
9	Chair	The meetings will be run by the Chair of the Partnership Board for Partnership Business (as noted in paragraph 6 above). In the event of the Chair being unable to attend all or part of the meeting, another Member of the Partnership Board shall chair the meeting.
10	Quoracy	<p>No business shall be transacted unless at least 50% of the Partnership Board membership (which equates to 7 individuals) are present. This will include at minimum one member from each of the ICB and BMBC and at minimum 5 members drawn from the other Partner organisations.</p> <p>For the sake of clarity:</p> <p>a) No person can act in more than one capacity when determining the quorum.</p> <p>b) An individual who has been disqualified from participating in a discussion on any matter and/or from voting on any motion by reason of a declaration of a conflict of interest, shall no longer count towards the quorum.</p> <p>Members of the Partnership Board may participate in meetings by telephone, video or by other electronic means where they are available and with the prior agreement of the Chair. Participation by any of these means shall be deemed to constitute presence in person at the meeting. Members are normally expected to attend at least 75% of meetings during the year</p>
11	Conduct of meetings	The Partnership Board is not a separate legal entity or a committee of any of the Partners when considering Partnership Business, therefore it is unable to take decisions separately from its constituent Members or bind any one of them; nor can one Partner organisation 'overrule' another on any matter. The Partnership Board will operate as a place for discussion of Partnership Business with the aim of reaching consensus to make recommendations and proposals to the boards of Partner organisations, unless the Members have the requisite delegated authority from their Partner organisations to make the relevant decision.
12	Frequency of meetings	The rules set out in the Terms of Reference for ICB Business shall apply, unless the Partnership Board determines otherwise and amends these terms of reference accordingly.
13	Urgent decisions	The rules set out in the Terms of Reference for ICB Business shall apply, unless the Partnership Board determines otherwise and amends these terms of reference accordingly.
14	Admission of the press and public	The Partnership Board may meet in private to consider Partnership Business. However, if it is also considering ICB Business then press and public will be admitted in accordance with the terms of reference for ICB Business.
15	Declarations of interest	The rules set out in the Terms of Reference for ICB Business shall apply, unless the Partnership Board determines otherwise and amends these terms of reference accordingly.
16	Support to the Partnership Board	The arrangements set out in the Terms of Reference for ICB Business shall apply unless the Partnership Board determines otherwise and amends these terms of reference accordingly.
17	Authority	<p>The arrangements set out in the Terms of Reference for ICB Business shall apply in relation to:</p> <ul style="list-style-type: none"> • investigations • commissioning of reports and surveys • obtaining legal or other independent professional advice <p>unless the Partnership Board determines otherwise and amends these terms of</p>

		<p>reference accordingly.</p> <p>In addition, if the Partnership Board agrees additional requirements regarding the above, those requirements must be complied with.</p> <p>The Partnership Board has the sub-committees set out in the Terms of Reference for ICB Business.</p> <p>The Partnership Board is authorised to create and dissolve permanent workstreams and time limited task and finish groups as are necessary to fulfil its responsibilities. When doing so, the Partnership Board must set a clear scope and where appropriate deadline for completion for the workstream or group.</p> <p>Such workstreams or groups shall not be able to take decisions on behalf of the Partnership Board and shall not be formal sub-committees of the Partnership Board.</p>
18	Reporting	<p>The Partnership Board shall report to the boards/ senior management of Partner organisations in respect of Partnership Business. It does this through Members reporting back to their Partner organisations.</p> <p>The Partnership Board shall also report to the Health and Wellbeing Board for Barnsley.</p> <p>The Partnership Board will receive for information updates on the work of any of its task and finish groups or workstreams.</p>
19	Conduct of the Partnership Board	<p>Members of the Partnership Board will abide by the 'Principles of Public Life' (The Nolan Principles).</p> <p>The Partnership Board shall undertake an annual self-assessment of its own performance against these terms of reference. This self-assessment shall form the basis of an annual report from the Partnership Board to the Barnsley Health and Wellbeing Board.</p>
20	Amendments	<p>Any amendment to these terms of reference is Partnership Business. Any changes to these terms of reference must be approved by the Partnership Board.</p>
21	Review date	<p>These terms of reference shall be reviewed annually.</p>

BARNSELY PARTNERSHIP BOARD

PART 3: PARTNERSHIP BOARD – TERMS OF REFERENCE FOR ICB PLACE COMMITTEE (ICB BUSINESS)

1	Name of committee	The Barnsley Place Partnership Board is established as and operates as a committee of the NHS South Yorkshire Integrated Care Board (“ ICB ”), in accordance with the ICB’s Constitution, Standing Orders and Scheme of Reservation and Delegation when it is considering ICB Business (the “ ICB Place Committee ”)
2	General	<p>These terms of reference, which must be published on the ICB website, set out the remit, responsibilities, membership and reporting arrangements of the ICB Place Committee and may only be changed with the approval of the ICB Board. The ICB Place Committee has no executive powers, other than those specifically delegated in these terms of reference.</p> <p>In these Terms of Reference the following capitalised terms are given the meaning set out in the NHS South Yorkshire Integrated Care Board Constitution as updated from time to time, unless the context otherwise requires:</p> <ul style="list-style-type: none"> ● Constitution ● ICB ● Standing Order or Standing Orders <p>Other capitalised terms have the meaning set out below:</p> <p>“Chair” means the chair of the ICB Place Committee “ICB Business” matters which are delegated to the ICB Place Committee in line with its purpose at paragraph 4 by the ICB for determination by the ICB Place Committee “ICB Policies” means any policy, process or procedure formally adopted by the ICB “Member” refers to a member of the ICB Place Committee as listed in paragraph 0 “Participant” refers to a participant of the ICB Place Committee as listed in paragraph 0 “Partnership Board” means the partnership board as described in the Place Agreement that also sits as the ICB Place Committee when conducting ICB Business “Place Agreement” means the Barnsley Place Agreement entered into by the Partners (including the ICB) for the transformation and better integration of health and care services for the population of Barnsley “Working Days” means a weekday that is not a bank holiday in England</p> <p>The ICB is part of the South Yorkshire Integrated Care System, which has four core purposes:</p> <ul style="list-style-type: none"> ● improve outcomes in population health and healthcare ● tackle inequalities in outcomes, experience and access ● enhance productivity and value for money ● help the NHS support broader social and economic development. <p>The ICB will use its resources and powers to achieve demonstrable progress on these aims, collaborating to tackle complex challenges, including:</p> <ul style="list-style-type: none"> ● improving the health of children and young people ● supporting people to stay well and independent ● acting sooner to help those with preventable conditions ● supporting those with long-term conditions or mental health issues ● caring for those with multiple needs as populations age ● getting the best from collective resources so people get care as quickly as possible.
3	Reports to	The ICB Board

4	Purpose	The ICB Place Committee will support the ICB in delivering its statutory and/or corporate functions as set out in paragraph 5.
5	Remit and responsibilities	<p>The role of the ICB Place Committee will be to actively participate in the Barnsley Place Partnership in accordance with the Place Agreement, and in accordance with the Constitution of the ICB.</p> <p>The ICB Place Committee is responsible for:</p> <p>Regulation and Control</p> <ul style="list-style-type: none"> • Establish governance arrangements to support collective accountability between partner organisations for place-based system delivery and performance, underpinned by the statutory and contractual accountabilities of individual organisations. <p>Strategy and Planning</p> <ul style="list-style-type: none"> • Agree a plan to meet the health and healthcare needs of the Barnsley population, having regard to the ICS integrated care strategy and Barnsley health and wellbeing strategies. • Ensure consultation, involvement and engagement on place plans is undertaken where appropriate • Engagement with Health Overview and Scrutiny Committee. • Develop Annual Plan for Delivery of Place Health & Wellbeing Strategy and ICP Strategy • Ensure provision of Health Care Services for Place Population. • Agree Place-based delivery plans. • Allocate resources to deliver the plan in Barnsley, determining what resources should be available to meet population need and setting principles for how they should be allocated across services and providers (both revenue and capital). • Approve the operating structure in Barnsley. • Develop joint working arrangements with partners in place that embed collaboration and integration as the basis for delivery within the ICB plan. • Arrange for the provision of health services in line with the allocated resources across the ICS through a range of activities including: <ul style="list-style-type: none"> ○ convening and supporting providers at Place to lead major service transformation programmes to achieve agreed outcomes. ○ support the development of primary care networks (PCNs) as the foundations of out-of- hospital care and building blocks of place-based partnerships. Including through investment in PCN management support, data and digital capabilities, workforce development and estates. ○ working with local authority and voluntary, community and social enterprise (VCSE) sector partners to put in place personalised care for people, including assessment and provision of continuing healthcare and funded nursing care, and agreeing personal health budgets and direct payments for care. • Agree place action on data and digital: working with partners across the NHS and with local authorities to put in place smart digital and data foundations to connect health and care services to put the citizen at the centre of their care. • Agree joint work on estates, procurement, supply chain and commercial strategies to maximise value for money in place and support wider goals of development and sustainability. <p>Partnership working</p> <ul style="list-style-type: none"> • Agree joint working arrangements at Place that embed collaboration and integration as the basis for delivery of the Place plan. <p>Staffing and human resources</p>

		<ul style="list-style-type: none"> • Delivery of implementation in Barnsley of people priorities. <p>Risk management</p> <ul style="list-style-type: none"> • Make arrangements to implement in place ICB risk management arrangements.
6	Members	<p>The Members of the ICB Place Committee when undertaking ICB Business are:</p> <p>Executive Place Director, ICB (Chair) Chief Nurse, Barnsley Place, ICB Chief Medical Officer, Barnsley Place, ICB Chief Finance Officer, Barnsley Place, ICB Independent Non-Executive Member, ICB</p> <p>The Chair of the ICB must approve the appointment of any Member of the ICB Place Committee and may remove any Member of the ICB Place Committee, acting always in accordance with the ICB Constitution</p>
7	Participants	<p>The following individuals will be invited to attend each meeting of the ICB Place Committee as Participants. Participants attend meetings and may be invited by the Chair to participate in discussions from time to time. They do not vote. The Participants of the ICB Place Committee when undertaking ICB Business are:</p> <ul style="list-style-type: none"> • Barnsley Hospital NHS Foundation Trust (“BHNFT”) – Chief Executive • BHNFT – Chair • Barnsley Metropolitan Borough Council (“BMBC”) – Leader of the Council • BMBC Chief Executive • BMBC Director of Public Health • Barnsley Healthcare Federation (“BHF”) – Chief Executive • BHF – Chair • South West Yorkshire Partnership NHS Foundation Trust (“SWYPFT”) – Chair • SWYPFT – Chief Executive • Barnsley Hospice - Chief Executive • Barnsley Voluntary Services - Chief Executive • Barnsley PCN - Chair or Chief Executive • Healthwatch - Chair <p>ICB officers may request or be requested to attend the ICB Place Committee meeting when matters concerning their responsibilities are to be discussed or they are presenting a paper.</p> <p>The Chair may invite such other Participants to attend any meeting of the ICB Place Committee as the Chair considers appropriate.</p>
8	Deputies	<p>With the permission of the Chair, Members of the ICB Place Committee may nominate a deputy to attend a meeting that they are unable to attend. Members should inform the Chair of their intention to nominate a deputy and should ensure that any such deputy is suitably briefed and qualified to act in that capacity. The deputy may speak on their behalf but may not vote.</p> <p>The decision of the Chair regarding authorisation of nominated deputies is final.</p>
9	Chair	<p>The meetings will be run by the Chair of the ICB Place Committee (as noted in paragraph 6 above). If the Chair is absent or is disqualified from participating by a conflict of interest, a member of the ICB shall be chosen by the members present, or by a majority of them, and shall preside. In the event of the Chair being unable to attend all or part of the meeting, another Member of the ICB Place Committee shall chair the meeting.</p>

10	Quoracy	<p>No business shall be transacted unless at least 60% of the ICB Place Committee membership (which equates to 3 individuals) and including the following are present:</p> <p>(1) Executive Place Director and (2) Independent Non-Executive Member</p> <p>For the sake of clarity:</p> <p>a) No person can act in more than one capacity when determining the quorum. b) An individual who has been disqualified from participating in a discussion on any matter and/or from voting on any motion by reason of a declaration of a conflict of interest, shall no longer count towards the quorum.</p> <p>Members of the ICB Place Committee may participate in meetings by telephone, video or by other electronic means where they are available and with the prior agreement of the Chair. Participation by any of these means shall be deemed to constitute presence in person at the meeting. Members are normally expected to attend at least 75% of meetings during the year</p>
11	Conduct of meetings	<p>In line with the ICB's Standing Orders, it is expected that decisions will be reached by consensus. Should this not be possible, each member of the ICB Place Committee will have one vote, the process for which is set out below:</p> <p>a) All members of the ICB Place Committee who are present at the meeting will be eligible to cast one vote each. (For the sake of clarity, Members of the ICB Place Committee are set out at paragraph 6; Participants and observers do not have voting rights.) b) Absent Members may not vote by proxy. Absence is defined as not being present at the time of the vote but this does not preclude anyone attending by teleconference or other virtual mechanism from exercising their right to vote if eligible to do so. c) For the sake of clarity, any additional Participants and Observers (as detailed within Section 5.6. of the Constitution) will not have voting rights. A resolution will be passed if more votes are cast for the resolution than against it. d) If an equal number of votes are cast for and against a resolution, then the Chair (or in their absence, the person presiding over the meeting) will have a second and casting vote. e) Should a vote be taken, the outcome of the vote, and any dissenting views, must be recorded in the minutes of the meeting.</p>
12	Frequency of meetings	<p>The ICB Place Committee will meet monthly in common with the Partnership Board. The Chair may call an additional meeting at any time by giving not less than 14 calendar days' notice in writing to members of the ICB Place Committee.</p> <p>One third of the members of the ICB Place Committee may request the Chair to convene a meeting by notice in writing, specifying the matters which they wish to be considered at the meeting, If the Chair refuses, or fails, to call a meeting within seven calendar days of such a request being presented, the ICB Place Committee Members signing the requisition may call a meeting by giving not less than 14 calendar days' notice in writing to all Members of the ICB Place Committee specifying the matters to be considered at the meeting.</p> <p>In emergency situations the Chair may call a meeting with two days' notice by setting out the reason for the urgency and the decision to be taken.</p>

13	Urgent decisions	<p>In the case of urgent decisions and extraordinary circumstances, every attempt will be made for the ICB Place Committee to meet virtually. Where this is not possible the following will apply:</p> <ul style="list-style-type: none"> a) The powers which are delegated to the ICB Place Committee may allow for an urgent decision be exercised by the Chair subject to every effort having made to consult with as many members as possible in the given circumstances. b) The exercise of such powers shall be reported to the next formal meeting of the ICB Place Committee for formal ratification, where the Chair will explain the reason for the action taken, and the ICB Audit Committee for oversight.
14	Admission of the press and public	<p>In accordance with Public Bodies (Admission to Meetings) Act 1960 all meetings of the ICB at which public functions are exercised will be open to the public. This includes the Partnership Board where it is discussing ICB Business as the ICB Place Committee.</p> <p>The ICB Place Committee may resolve to exclude the public from a meeting or part of a meeting where it would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons stated in the resolution and arising from the nature of that business or of the proceedings or for any other reason permitted by the Public Bodies (Admission to Meetings) Act 1960 as amended or succeeded from time to time.</p> <p>The chair of the meeting shall give such directions as they think fit with regard to the arrangements for meetings and accommodation of the public and representatives of the press such as to ensure that the ICB Place Committee's business shall be conducted without interruption and disruption.</p> <p>As permitted by Section 1(8) Public Bodies (Admissions to Meetings) Act 1960 as amended from time to time) the public may be excluded from a meeting to suppress or prevent disorderly conduct or behaviour.</p> <p>Matters to be dealt with by a meeting following the exclusion of representatives of the press, and other members of the public shall be confidential to the members of the ICB Place Committee.</p> <p>A public notice of the time and place of the meeting and how to access the meeting shall be given by posting it electronically at least 7 calendar days before the meeting or, if the meeting is convened at shorter notice, then at the time it is convened.</p> <p>The agenda and papers for meetings will be published electronically in advance of the meeting excluding, if thought fit, any item likely to be addressed in part of a meeting is not likely to be open to the public.</p>
15	Declarations of interest	<p>If any Member has an interest, financial or otherwise, in any matter and is present at the meeting at which the matter is under discussion, he/she will declare that interest as early as possible and act in accordance with the ICB's Conflicts of Interests Policy. Subject to any previously agreed arrangements for managing a conflict of interest, the chair of the meeting will determine how a conflict of interest should be managed. The chair of the meeting may require the individual to withdraw from the meeting or part of it. The individual must comply with these arrangements, which must be recorded in the minutes of the meeting.</p>

16	Support to the ICB Place Committee	<p>Administrative support will be provided to the ICB Place Committee by officers of the ICB. This will include:</p> <ul style="list-style-type: none"> • Agreement of the agenda with the Chair, taking minutes of the meetings, keeping an accurate record of attendance, key points of the discussion, matters arising and issues to be carried forward; • Maintaining an on-going list of actions, specifying Members responsible, due dates and keeping track of these actions; • Sending out agendas and supporting papers to Members five working days before the meeting. • Drafting minutes for approval by the Chair within five working days of the meeting and then distribute to all attendees following this approval within 10 working days; and • An annual work plan to be updated and maintained on a quarterly basis.
17	Authority	<p>The ICB Place Committee is authorised to investigate any activity within its terms of reference. It is authorised to seek any information it requires within its remit, from any employee of the ICB and they are directed to co-operate with any such request made by the ICB Place Committee.</p> <p>The ICB Place Committee is authorised to commission any reports or surveys it deems necessary to help it fulfil its obligations.</p> <p>The ICB Place Committee is authorised to obtain legal or other independent professional advice and secure the attendance of advisors with relevant expertise if it considers this is necessary. In doing, so, the ICB Place Committee must follow procedures put in place by the ICB for obtaining legal or professional advice.</p> <p>The ICB Place Committee is authorised to create sub-committees or working groups as are necessary to fulfil its responsibilities within its terms of reference. The ICB Place Committee may not delegate powers delegated to it within these terms of reference (unless expressly authorised by the ICB Board) and remains accountable for the work of any such group.</p>
18	Reporting	<p>The ICB Place Committee shall submit its minutes to each formal ICB Board meeting.</p> <p>The Chair shall draw to the attention of the ICB Board any significant issues or risks relevant to the ICB.</p> <p>The ICB Place Committee's minutes will be published on the ICB website once ratified.</p> <p>The ICB Place Committee shall submit an annual report to the ICB Audit Committee and the ICB Board.</p> <p>The ICB Place Committee will receive for information the minutes of other meetings which are captured in the ICB Place Committee work plan e.g. sub-committees.</p>

19	Conduct of the ICB Place Committee	<p>All Members will have due regard to and operate within the Constitution of the ICB, standing orders, standing financial instructions and other financial procedures.</p> <p>Members of the ICB Place Committee will abide by the 'Principles of Public Life' (The Nolan Principles) and the NHS Code of Conduct.</p> <p>The Partnership Board (including the ICB Place Committee) shall agree an annual delivery plan with the ICB Board.</p> <p>The ICB Place Committee shall undertake an annual self-assessment of its own performance against the annual work plan, membership and terms of reference. This self-assessment shall form the basis of the annual report from the ICB Place Committee.</p> <p>Any resulting changes to the terms of reference shall be submitted for approval by the ICB Board.</p>
20	Amendments	<p>These terms of reference, which must be published on the ICB website, set out the remit, responsibilities, membership and reporting arrangements of the ICB Place Committee and may only be changed with the approval of the ICB Board.</p>
21	Review date	<p>These terms of reference shall be reviewed annually.</p>

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BARNSELY PLACE JOINT ICB & ADULT SOCIAL CARE SENIOR MANAGEMENT TEAM**Terms of Reference**

Version	2
Implementation Date	1 November 2022
Review Date	1 April 2023
Approved By	Barnsley Place Partnership Board (Place Committee)
Approval Date	27 October 2022

VERSIONS

Date	Version	Comments	Author
8 July 2022	1.0	Initial draft for feedback and comments for feedback	Richard Walker/Roxanna Naylor
18 August 2022	1.1	Draft revised to include reference to joint working arrangements with Place Health & Adult Social Care Directorate Management Team Meeting	Richard Walker/Roxanna Naylor
24 August 2022	1.2	Further amendments to more fully integrate the ICB and ASC elements into a single, coherent TOR.	Richard Walker
21 Sept 2022	1.3	Further amendments following feedback from colleagues to clarify status of SMT as a sub group of the Barnsley Place Committee; to clarify the distinction between formal and informal meetings; and to clarify method of reporting into the Place Committee.	Richard Walker
29 Sept 2022	1.4	Final amendments to clarify no delegated decision making to SMT, and minor changes to attendees	Richard Walker
13 Oct 2022	1.5	Quorum for Place Committee reduced from 4 members to 3 as agreed at SMT 6.10.22	Richard Walker
20 Oct 2022	1.6	Additional text re remit and responsibilities in relation to Adult Social Care in section 5	Richard Walker
8 Dec 2022	2.0	Final, clean version with watermark removed	Richard Walker

**TERMS OF REFERENCE FOR BARNSELEY PLACE JOINT ICB & ADULT SOCIAL CARE
SENIOR MANAGEMENT TEAM**

1	Name of committee	The Barnsley Place Joint ICB & Adult Social Care Senior Management Team ('SMT') is established as and operates as a sub committee of the ICB Barnsley Place Committee.
2	General	<p>These terms of reference set out the remit, responsibilities, membership and reporting arrangements of SMT, and may only be changed with the approval of the Board. The SMT has no executive powers, other than those specifically delegated in these terms of reference.</p> <p>The ICB is part of the South Yorkshire Integrated Care System, which has four core purposes:</p> <ul style="list-style-type: none"> • improve outcomes in population health and healthcare • tackle inequalities in outcomes, experience and access • enhance productivity and value for money • help the NHS support broader social and economic development.
3	Reports to	ICB Barnsley Place Committee (when conducting ICB Business). When considering Adult Social Care Business SMT reports key decisions through Cabinet process.
4	Purpose	<p>SMT operates as a joint working group to enable the ICB Executive Place Director / Executive Director Adults & Communities effectively to discharge her responsibilities by coordinating the work of senior managers across health and adult social care, enabling them to work effectively together as a forum for the exchange of ideas and for identifying opportunities for collaboration and integrated working.</p> <p>SMT is operationally responsible for the conduct and delivery of matters delegated to the ICB Barnsley Place Committee when carrying out ICB Business as a committee of NHS South Yorkshire Integrated Care Board.</p>
5	Remit and responsibilities	<p>SMT is responsible for supporting the ICB Executive Place Director / Executive Director Adults & Communities to deliver her responsibilities across her entire remit.</p> <p>Specifically in relation to ICB Business SMT is responsible for:</p> <ul style="list-style-type: none"> • Delivering the ask of the ICB in Barnsley Place, working alongside the Place Partnership Board • Providing assurance to the ICB Board and its assurance committees, via the ICB Place Committee • Operational management of the Barnsley Place team • Ensuring ICB business at place is conducted in compliance with all statutory and regulatory requirements and in accordance with ICB policies • Ensuring expenditure within the Barnsley Place is managed within the delegated allocation.

		<p>Specifically with regards to Adult Social Care:</p> <ul style="list-style-type: none">• Delivery of responsibilities as defined within the Scheme of Delegation in accordance with BMBC constitution• Providing assurance of quality and improvement and overall efficacy of Adult Social Care to BMBC Senior Management Team and Cabinet.• Operational leadership of Adult Social Care.
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Members

Membership and attendance at SMT differs according to whether or not SMT is considering ICB or Adult Social Care Business. The table below sets out the status of individual representatives in each case for ease of reference:

Nominated Representative (Role/Title)	Organisation	Status for ICB Business	Status for Adult Social Care Business
ICB Executive Place Director / Executive Director Adults & Communities	NHS South Yorkshire ICB / BMBC	Member & Chair	Member & Chair
Chief Nurse, Barnsley Place	NHS South Yorkshire ICB	Member	Attendee
Medical Director, Barnsley Place	NHS South Yorkshire ICB	Member	Attendee
Chief Finance Officer, Barnsley Place	NHS South Yorkshire ICB	Member	Attendee
Chief Operating Officer, Barnsley Place	NHS South Yorkshire ICB	Member	Attendee
Director of Strategic Commissioning and Partnerships, Barnsley Place	NHS South Yorkshire ICB	Member	Attendee
Service Director, Adult Social Care & Well-Being	BMBC	Attendee	Member
Interim Service Director, Commissioning & Integration	BMBC	Attendee	Member
Strategic Finance Manager	BMBC	Attendee	Member
Service Director, Public Health and Regulation	BMBC	Attendee	Attendee
Communications Representative	BMBC	Attendee	Attendee
Head of Medicines Optimisation, Barnsley Place	NHS South Yorkshire ICB	Attendee	Attendee
Head of Communications and Engagement, Barnsley Place	NHS South Yorkshire ICB	Attendee	Attendee
Head of Governance and Assurance, Barnsley Place	NHS South Yorkshire ICB	Attendee	Attendee

A joint working group does not have the authority collectively to make decisions. It is therefore anticipated that the meeting will operate as follows:

- Meetings will have 2 parts to the agenda, an ICB SMT section (Part 1) and an Adult Social Care DMT section (Part 2).

		<ul style="list-style-type: none"> • During Part 1 business will be conducted in accordance with these Terms of Reference. BMBC representatives listed above will attend and contribute to the discussion as appropriate but have no decision making or voting rights. • Conversely, during Part 2 the ICB SMT representatives (other than the Place Director / Executive Director Adults & Communities) will be in attendance but will have no decision making or voting rights in relation to the matters under discussion. • At the Chair's discretion, if there is any confidential ICB business to be transacted this will be taken at the start of Part 1 without BMBC members present. Similarly if there is any confidential ASC business to transact this will be taken at the end of Part 2, without ICB members present. <p>The ICB Executive Place Director / Executive Director Adults & Communities will Chair both parts of the meeting and will determine the business to be conducted under both parts of the agenda. If she is unable to attend another member of ICB SMT will preside over Part 1 as per section 9 above, and another member of Adult Social Care DMT will preside over Part 2.</p> <p><i>For clarity the arrangements set out at sections 7 to 21 below apply specifically to ICB business conducted under Part 1 of the Agenda. It is anticipated that Part 2 (Adult Social Care) business will also be conducted in accordance with the same principles but any decisions taken would be in accordance with the Council's Constitution, Scheme of Delegation and Financial Regulations.</i></p>
7	Attendees	<p>Other ICB officers may request or be requested to attend the meeting when matters concerning their responsibilities are to be discussed or they are presenting a paper.</p> <p>The Chair may invite such other attendees to attend any meeting of SMT as the Chair considers appropriate.</p>
8	Deputies	<p>With the permission of the Chair, Members of SMT may nominate a deputy to attend a meeting that they are unable to attend. Members should inform the Chair of their intention to nominate a deputy and should ensure that any such deputy is suitably briefed and qualified to act in that capacity. The deputy may speak on their behalf but may not vote or count towards the quorum.</p>
9	Chair	<p>The meetings will be run by the Chair (as noted in paragraph 6 above). If the Chair is absent or is disqualified from participating by a conflict of interest, another member of SMT shall be chosen by the members present, or by a majority of them, and shall preside.</p>

10	Quoracy	<p>No ICB business shall be transacted unless at least half of the ICB Place Committee membership (which equates to three individuals) and including the following are present: One of the Executive Place Director or the Chief Finance Officer (Barnsley)</p> <p>When undertaking Adult Social Care business the meeting will be deemed to be quorate if at least 2 of the BMBC members, including at least one of the Executive Director Adults & Communities or the Strategic Finance Manager, are present.</p> <p>For the sake of clarity:</p> <ol style="list-style-type: none"> a) No person can act in more than one capacity when determining the quorum. b) An individual who has been disqualified from participating in a discussion on any matter and/or from voting on any motion by reason of a declaration of a conflict of interest, shall no longer count towards the quorum. <p>Members of SMT may participate in meetings by telephone, video or by other electronic means where they are available and with the prior agreement of the Chair. Participation by any of these means shall be deemed to constitute presence in person at the meeting.</p>
11	Conduct of meetings	<p>When considering ICB business, in line with the ICB's Standing Orders, it is expected that decisions will be reached by consensus.</p> <p>Should this not be possible, at the discretion of the Chair, the matter will be:</p> <ul style="list-style-type: none"> • Put to a vote of the members present, with each member present having one vote each, and the Chair having a casting vote in the event of a tie, or • Escalated to the ICB Barnsley Place Committee for resolution. <p>Should a vote be taken, the outcome of the vote, and any dissenting views, must be recorded in the minutes of the meeting.</p>

12	Frequency of meetings	<p>Formal meetings of SMT will be held monthly. These meetings will operate on a formal basis with agendas and papers being circulated a week in advance wherever possible. These meetings will consider and agree action in respect of more significant or complex matters, and will receive regular reports from Members in relation to their specific areas of responsibility, including but not limited to finance, performance and quality of commissioned services.</p> <p>In addition, informal meetings of SMT will be held weekly. These meetings will operate on a less formal basis, with greater flexibility at the Chair's discretion to allow late additions to the agenda and to accept reports in a variety of formats – verbal, written, powerpoint presentation etc. The purpose of these informal meetings is to allow the prompt consideration and resolution of routine operational matters, and to ensure ongoing effective coordination and communication across the wider Barnsley Place Team.</p> <p>In emergency situations the Chair may call a meeting with two days' notice by setting out the reason for the urgency and the decision to be taken.</p>
13	Urgent decisions	<p>In the case of urgent decisions and extraordinary circumstances, every attempt will be made for SMT to meet virtually. Where this is not possible the following will apply:</p> <ul style="list-style-type: none"> a) The powers which are delegated to SMT may be exercised by either the Chair or Chief Finance Officer (Barnsley), plus at least one other member of SMT, subject to every effort having made to consult with as many members as possible in the given circumstances. b) The exercise of such powers shall be reported to the next formal meeting of SMT for formal ratification, where the Chair will explain the reason for the action taken.
14	Admission of the press and public	Meetings of SMT will be held in private.
15	Declarations of interest	<p>If any Member has an interest, financial or otherwise, in any matter and is present at the meeting at which the matter is under discussion, he/she will declare that interest as early as possible and act in accordance with the ICB's Conflicts of Interests Policy. Subject to any previously agreed arrangements for managing a conflict of interest, the chair of the meeting will determine how a conflict of interest should be managed. The chair of the meeting may require the individual to withdraw from the meeting or part of it. The individual must comply with these arrangements, which must be recorded in the minutes of the meeting.</p>

16	Support to SMT	<p>Administrative support will be provided to SMT by administrative officers of the ICB. For formal monthly meetings this will include:</p> <ul style="list-style-type: none"> • Agreement of the agenda with the Chair, taking minutes of the meetings, keeping an accurate record of attendance, key points of the discussion, matters arising and issues to be carried forward; • Maintaining an on-going list of actions, specifying Members responsible, due dates and keeping track of these actions; • Sending out agendas and supporting papers to Members five working days before the meeting. • Drafting minutes for approval by the Chair within five working days of the meeting and then distribute to all attendees following this approval within 10 working days; and • An annual work plan to be updated and maintained on a quarterly basis.
17	Authority	<p>SMT is authorised to investigate any activity within its terms of reference.</p> <p>SMT is authorised to commission any reports or surveys it deems necessary to help it fulfil its obligations.</p> <p>SMT is authorised to obtain legal or other independent professional advice and secure the attendance of advisors with relevant expertise if it considers this is necessary. In doing, so, the SMT must follow procedures put in place by the ICB for obtaining legal or professional advice.</p> <p>SMT is authorised to create working groups as are necessary to fulfil its responsibilities within its terms of reference but may not delegate powers delegated to it within these terms of reference.</p> <p>In accordance with the Place Committee's Terms of Reference no powers are formally delegated from the Committee to SMT, however the individual officers comprising the Membership of SMT are authorised to take decisions within their remit and in accordance with the ICB's operational scheme of delegation and associated budgetary limits. Any decisions taken outwith these limits (eg decisions with a financial consequence not covered by an existing budget) will be reported to the Place Committee for ratification.</p>

18	Reporting	<p>SMT shall submit a log of any decisions taken with a financial consequence or with implications for service provision to each ICB Barnsley Place Committee meeting.</p> <p>The Chair shall draw to the attention of the ICB Barnsley Place Committee any significant issues or risks relevant to the ICB.</p> <p>SMT will also:</p> <ul style="list-style-type: none"> • Provide assurance reports to the ICB Barnsley Place Committee regarding the delivery of the tasks and functions delegated to it • Seek decisions and approvals from the ICB Barnsley Place Committee on all matters not delegated to SMT • Communicate matters requiring a coordinated response from partners to the Barnsley Place Partnership Delivery Group or its workstreams
19	Conduct of SMT	<p>All Members will have due regard to and operate within the Constitution of the ICB, standing orders, standing financial instructions and other financial procedures.</p> <p>Members of SMT will abide by the 'Principles of Public Life' (The Nolan Principles) and the NHS Code of Conduct.</p>
20	Amendments	<p>These terms of reference set out the remit, responsibilities, membership and reporting arrangements of Barnsley Place ICB Senior Management Team and may only be changed with the approval of the ICB Barnsley Place Committee.</p>
21	Review date	<p>These terms of reference shall be reviewed annually.</p>

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BARNSELY PLACE PARTNERSHIP DELIVERY GROUP**Terms of Reference**

Version	2
Implementation Date	1 November 2022
Review Date	1 April 2022
Approved By	Barnsley Place Partnership Board
Approval Date	27 October 2022

VERSIONS

Date	Version	Comments	Author
28.09.22	1	First Version	Jeremy Budd NHS South Yorkshire ICB - Director of Strategic Commissioning & Partnerships (Barnsley)
20.10.22	2	Revised version incorporating comments received	Richard Walker, Head of Governance & Assurance

**TERMS OF REFERENCE FOR BARNSELY PLACE BARNSELY PLACE PARTNERSHIP
DELIVERY GROUP**

1	Name of committee	Barnsley Place Partnership Delivery Group	
2	General	1.1	<p>Barnsley Metropolitan Borough Council (BMBC), Barnsley Hospital NHS Foundation Trust (BHNFT), South West Yorkshire Partnership NHS Foundation Trust (SWYPFT), Barnsley Healthcare Federation (BHF) and NHS South Yorkshire ICB have, as partners, agreed to develop an integrated system of health and social care in Barnsley working with other partners including Barnsley CVS, Healthwatch Barnsley and Barnsley Hospice.</p> <p>This integrated system is referred to in these terms of reference, and in the Place Agreement that the above partners have signed up to, as an “Integrated Care Partnership” or “ICP”.</p> <p>The Place Partnership Delivery Group (PPDG) will oversee and deliver the Priority Programmes as agreed by the Partners, in accordance with vision and objectives set out below and in the Place Agreement, and report to the Barnsley Place Partnership Board (when conducting Partnership business) on progress.</p>
		1.2	<p>Together we will develop a model for integrated services that joins up care around the mental, physical, and social needs of people. In doing so, we will help deliver the Barnsley health and care plan and ICP development plan.</p>
		1.3	<p>The Partners have agreed to work towards a common Vision for the Integrated Care Partnership (ICP), in Barnsley, as follows:</p> <p><i>People of Barnsley are enabled to take control of their health and wellbeing and enjoy happy, healthy, and longer lives, in safer and stronger communities, regardless of who they are and wherever they live.</i></p>

		1.4	<p>The Partners have agreed to work together in accordance with the Place Agreement in order to achieve the following Objectives:</p> <ul style="list-style-type: none"> • Develop an integrated joined up health and care system where the people of Barnsley experience continuity of care – each Partner delivering their part without duplication; • Individuals, families and communities are empowered to take control wherever possible of their own health and wellbeing; • Shift the focus on treating patients with health problems to supporting the community to remain healthy in the first instance; • Embed integrated care that delivers the best value for the Barnsley pound; • Develop population health management approaches to improve health and wellbeing and reduce health inequalities; • Work towards becoming a thriving ICP in accordance with the ICP Development Plan for 2022/23 and beyond; and • Play a pivotal role in delivering our shared vision for Barnsley: a place of possibilities, set out in Barnsley 2030. A healthy, learning, growing and sustainable Barnsley
3	Reports to	Barnsley Place Partnership Board (when conducting partnership Business)	
4	Purpose	<p>The purpose of the PPDG is to oversee and deliver the ICP priority programmes as agreed within Barnsley health and care plan and also overseeing delivery of the ICP development plan.</p> <p>Ensuring there is operational ownership of the agreed programme of work, agreeing where changes to the workplan need to be made and reporting progress and risks to delivery to the Barnsley Place Partnership Board (when conducting Partnership business).</p>	
5	Remit and responsibilities	3.1	Act as a senior leadership delivery group for Barnsley; ensure operational issues are dealt with, act as a point of escalation from place operational teams and coordinate and deliver mutual aid
		3.2	Overseeing and delivering the Barnsley health and care plan and the ICP Development Plan.
		3.3	Regular reporting to Partner organisation boards on progress against the Barnsley health and care plan and the ICP Development Plan.

		3.4	Regular reporting to the Place Partnership Board on progress against the Barnsley health and care plan and the ICP Development Plan.
		3.5	Operating in accordance with the principles as set out within the Barnsley Place Agreement.
		3.6	Ensuring all risk is assessed and assuring that mitigating actions are in place
		3.7	Managing and utilising resources across the ICP to optimise service delivery.
		3.8	Working within the overall scope of the ICP, recognising that changes will be agreed during the course of its development and introduction. Where relevant make recommendations to the Place Partnership Board for changes to the Barnsley health & care plan.
		3.9	Supporting the Transformation and Enabling Programme boards to deliver their objectives and milestones as set out within the Barnsley health and care plan.
		3.10	Considering and agree issues raised by the programme boards within the remit of the PPDG.
		3.11	Overseeing and co-ordinating dependencies which exist across the ICP health and care plan
		3.12	Supporting Barnsley HWB in the formulation and delivery of its Plan

6	Members	<p>The membership of the PPDG will be</p> <ol style="list-style-type: none"> 1. Partner organisation rotation – Chair of the PPDG 2. Executive Director – Place Health and Adult Social Care 3. Finance representation from the Finance & Performance Working Group 4. Quality Representation from the Health and Care Quality and Safety Committee 5. BHNFT - Deputy CEO and Chief Delivery Officer 6. BHNFT – Director of Operations 7. BMBC - Director of Public Health and Communities 8. BMBC – Director of Children’s Services 9. BHF – CEO 10. BHF – PCN Manager 11. SWYPFT - Director of Strategy / Deputy CEO 12. SWYPFT- Service Director 13. SWTPFT – Clinical Services Director 14. Barnsley Mental Health, LD and Autism Alliance (Independent Chair) 15. Healthwatch – Deputy Chair 16. Barnsley Hospice – CEO 17. Barnsley Community & Voluntary Services – CEO 18. NHS South Yorkshire - Director of Strategic Commissioning & Partnerships (Barnsley) 19. NHS South Yorkshire - Chief Operating Officer (Barnsley) <p>Membership will be reviewed and adjusted by agreement of the members as necessary to ensure the ICP meets its responsibilities. Every effort will be made to seek consensus.</p> <p>With effect from 1 April 2022, the role of Chair of the PPDG will be rotated to another member of the PPDG as agreed by the members. This will be undertaken on an annual basis at the beginning of every financial year.</p>
7	Attendees	<p>Health and Care Plan SROs are required to be in attendance, if not already a named member above e.g. workforce, digital, estates). SROs may invite their Programme Managers to attend as required.</p>
8	Deputies	<p>Deputies may be nominated to attend, although there should be a clear and consistent intention to attend by each appointed member.</p>

9	Chair	<p>With effect from 1 April 2022, the role of Chair of the PPDG will be rotated to another member of the PPDG as agreed by the members. This will be undertaken on an annual basis at the beginning of every financial year</p> <p>The chair of PPDG cannot come from the same organisation as the chair of the Place Partnership Committee.</p>
10	Quoracy	<p>Quoracy and Decision making</p> <ol style="list-style-type: none"> 1. The Group will be quorate when at least half of the membership is present. 2. The PPDG will operate as a forum for discussion with the aim of reaching consensus among the Partners. The PPDG is neither a separate legal entity, nor a joint committee of the Partners, and is therefore unable to take decisions separately to its Partner members or bind any one of them; nor can one Partner organisation 'overrule' another on any matter. 3. Each Partner organisation will delegate to its representative on the PPDG such authority as is agreed to be necessary in order for the PPDG to function effectively in discharging the responsibilities set out in these terms of reference. 4. Each Partner organisation will ensure that their representatives understand the status of the PPDG and the limits of the authority delegated to them. 5. Any organisation failing to send a representative for two consecutive meetings will be asked to confirm their commitment. 6. If PPDG is unable to reach consensus and make a decision it will refer to the Place Partnership Board for resolution.
11	Conduct of meetings	<p>The PPDG shall conduct its business in accordance with national guidance and relevant codes of practice including the Nolan principles.</p> <p>All members are required to notify the Chair of any actual, potential, or perceived conflict of interest in advance of the meeting to enable appropriate management arrangements to be put in place.</p>
12	Frequency of meetings	<p>The PPDG will meet on a monthly basis at minimum.</p>
13	Urgent decisions	<p>The PPDG will make recommendations to the Place Partnership Board and is not a decision making group.</p>

14	Admission of the press and public	Meetings of the PPDG will be held in private.
15	Declarations of interest	If any Member has an interest, financial or otherwise, in any matter and is present at the meeting at which the matter is under discussion, he/she will declare that interest as early as possible and act in accordance with the ICB's Conflicts of Interests Policy. Subject to any previously agreed arrangements for managing a conflict of interest, the chair of the meeting will determine how a conflict of interest should be managed. The chair of the meeting may require the individual to withdraw from the meeting or part of it. The individual must comply with these arrangements, which must be recorded in the minutes of the meeting.
16	Support to the Partnership Delivery Group	<p>Administrative support will be provided to the PPDG by administrative officers of the ICB. This will include:</p> <ul style="list-style-type: none"> • Agreement of the agenda with the Chair, taking minutes of the meetings, keeping an accurate record of attendance, key points of the discussion, matters arising and issues to be carried forward; • Maintaining an on-going list of actions, specifying Members responsible, due dates, and keeping track of these actions; • Sending out agendas and supporting papers to Members five working days before the meeting. • Drafting minutes for approval by the Chair within five working days of the meeting and then distribute to all attendees following this approval within 10 working days; and • An annual work plan to be updated and maintained on a quarterly basis.

17	Authority	<p>The Barnsley Place Partnership Delivery Group is authorised to investigate any activity within its terms of reference.</p> <p>The Barnsley Place Partnership Delivery Group is authorised to commission any reports or surveys it deems necessary to help it fulfil its obligations with the approval of the Place Partnership Board.</p> <p>The Barnsley Place Partnership Delivery Group is authorised to obtain legal or other independent professional advice and secure the attendance of advisors with relevant expertise if it considers this is necessary with prior approval from the Place Partnership Board. In doing, so, the Finance, Performance and Efficiency Group must follow procedures put in place by partner organisations or the ICB or for obtaining legal or professional advice.</p> <p>The Barnsley Place Partnership Delivery Group is authorised to create working groups as are necessary to fulfil its responsibilities within its terms of reference but may not delegate powers delegated to it within these terms of reference.</p>
18	Reporting	<p>Formal minutes will be completed from the meeting. This is a private meeting between member organisations. However, in the interests of good governance and promoting transparency the minutes relevant to a wider public audience can be taken in the public section of the member organisation' sovereign Boards.</p> <p>The members of the PPDG are responsible for providing feedback on a regular basis to their member organisations' Boards/ relevant decision making bodies.</p> <p>PPDG will report on its activities monthly to the Place Partnership Board.</p>
19	Conduct of the Partnership Delivery Group	<p>The PPDG shall conduct its business in accordance with national guidance, and relevant codes of practice including the Nolan Principles</p>
20	Amendments	<p>These terms of reference set out the remit, responsibilities, membership, and reporting arrangements of the Barnsley Place Partnership Delivery Group and may only be changed with the approval of the Place Partnership Board.</p>
21	Review date	<p>The PPDG will review at least annually its own performance, membership, and terms of reference. These terms of reference and any resulting changes to the terms of reference or membership will be approved by the member organisations' Boards/relevant decision making bodies.</p>

BARNSELY PLACE FINANCE, PERFORMANCE AND EFFICIENCY GROUP**Terms of Reference**

Version	1.2
Implementation Date	25 November 2022
Review Date	31 March 2023
Approved By	Barnsley Place Partnership Board
Approval Date	24 November 2022

VERSIONS

Date	Version	Comments	Author
22 July 2022	1	Initial draft for feedback and comments Comments and feedback	Roxanna Naylor Jamie Wike
23 Sept 2022	1.1	Updated to reflect comments from partners	Roxanna Naylor
16 Nov 2022	1.2	Updated to reflect conversations at first meeting with Directors of Finance from across place	Roxanna Naylor

TERMS OF REFERENCE FOR BARNSELY PLACE FINANCE, PERFORMANCE AND EFFICIENCY GROUP

1	Name of GROUP/COMMITTEE	The Barnsley Place Finance, Performance and Efficiency Group is established as and operates as a sub group of the Barnsley Place Partnership Board ('the Board').
2	General	<p>These terms of reference set out the remit, responsibilities, membership and reporting arrangements of the Finance, Performance and Efficiency Group, and may only be changed with the approval of the Board. The Finance, Performance and Efficiency Group has no executive powers, other than those specifically delegated in these terms of reference.</p> <p>The ICB is part of the South Yorkshire Integrated Care System, which has four core purposes:</p> <ul style="list-style-type: none"> • improve outcomes in population health and healthcare • tackle inequalities in outcomes, experience, and access • enhance productivity and value for money • help the NHS support broader social and economic development.
3	Reports to	Barnsley Place Partnership Board (when conducting partnership Business)
4	Purpose	Operationally responsible for the conduct and delivery of matters of the Barnsley Partnership Board developing a plan for financial sustainability and supporting delivery of the health plan and place/ICB strategy.
5	Remit and responsibilities	<p>The Finance, Performance and Efficiency Group is responsible for:</p> <ul style="list-style-type: none"> • Developing a place financial strategy for the medium/long term to deliver financial sustainability with appropriate monitoring and reporting arrangements, with the group to identify opportunities to be agreed by the Partnership that are linked to the strategy and plan of the Place Partnership. • Providing the partnership and the ICB place Committee with a transparent overview of the financial position (cost base) across Barnsley with an open book approach. • Developing and agree the place budget and activity plan, recognising the statutory body status and governance arrangements within each organisation of the partnership. • Understanding, monitoring, measuring, and reporting actions on Barnsley Place constitutional and other required performance metrics. • Establishing and developing operational plans in line with NHS England planning requirements. • Identify through benchmarking and an improvement lens the development of potential efficiency, productivity gains and elimination of waste opportunities with targeted work programmes across place and system to support financial sustainability.

		<ul style="list-style-type: none"> Supporting the programme workstreams to develop and monitor the outcome and activity objectives within plans, ensuring impact assessments are undertaken and clear outcomes are included within any programme of work. This includes reviewing all proposed plans and providing direction and support as required to programme leads. Monitoring all programmes against the delivery and outcome milestones. Ensuring lessons learnt from the development and implementation of programmes of work are captured and reported across the partnership.
6	Members	<p>The Members of the Finance, Performance and Efficiency Group are:</p> <p>Chair - To be agreed on a rotational basis Chief Finance Officer, Barnsley Place, ICB Chief Operating Officer, Barnsley Place, ICB Nominated Performance, Intelligence, and business support representative Director of Finance - Barnsley Hospital NHS foundation Trust Director of Finance – South West Yorkshire Partnership Foundation Trust Director of Finance – Barnsley Metropolitan Borough Council</p>
7	Attendees	<p>Other officers may request or be requested to attend the meeting when matters concerning their responsibilities are to be discussed or they are presenting a paper.</p> <p>The Chair may invite such other attendees to attend any meeting as the Chair considers appropriate.</p>
8	Deputies	<p>With the permission of the Chair, Members of group may nominate a deputy to attend a meeting that they are unable to attend. Members should inform the Chair of their intention to nominate a deputy and should ensure that any such deputy is suitably briefed and qualified to act in that capacity. The deputy may speak on their behalf and will count towards the quorum.</p>
9	Chair	<p>The meetings will be run by the Chair (as noted in paragraph 6 above). If the Chair is absent or is disqualified from participating by a conflict of interest, another member of the Finance, Performance and Efficiency Group shall be chosen by the members present, or by a majority of them, and shall preside.</p>

10	Quoracy	<p>No business shall be transacted unless at least one member from each partner organisation or nominated deputy of the membership (which equates to 4 individuals) are present, with at least one representative from each partner.</p> <p>Members of the Finance, Performance and Efficiency Group may participate in meetings by telephone, video or by other electronic means where they are available and with the prior agreement of the Chair. Participation by any of these means shall be deemed to constitute presence in person at the meeting.</p>
11	Conduct of meetings	<p>It is expected that recommendations and actions will be reached by consensus.</p> <p>Should this not be possible, at the discretion of the Chair, the matter will be:</p> <ul style="list-style-type: none"> • Escalated to the Place Partnership Board for resolution.
12	Frequency of meetings	<p>Meetings of the Finance, Performance and Efficiency Group will be held monthly (to be reviewed after 6 months).</p> <p>In addition, working groups will be established to support the Finance, Performance and Efficiency Group to deliver its objectives as set out by the partnership.</p> <p>In emergency situations the Chair may call a meeting with five days' notice by setting out the reason for the urgency, but this is expected to be by exception only.</p>
13	Urgent decisions	<p>The Finance, Performance and Efficiency Group will make recommendations to the Place Partnership Board and is not a decision making group.</p>
14	Admission of the press and public	<p>Meetings of the Finance, Performance and Efficiency Group will be held in private.</p>
15	Declarations of interest	<p>If any Member has an interest, financial or otherwise, in any matter and is present at the meeting at which the matter is under discussion, he/she will declare that interest as early as possible and act in accordance with the ICB's Conflicts of Interests Policy. Subject to any previously agreed arrangements for managing a conflict of interest, the chair of the meeting will determine how a conflict of interest should be managed. The chair of the meeting may require the individual to withdraw from the meeting or part of it. The individual must comply with these arrangements, which must be recorded in the minutes of the meeting.</p>

16	Support to the Finance, Performance and Efficiency Group (FPEG)	<p>Administrative support will be provided to the Finance, Performance and Efficiency Group by administrative officers of the ICB. This will include:</p> <ul style="list-style-type: none"> • Agreement of the agenda with the Chair, taking minutes of the meetings, keeping an accurate record of attendance, key points of the discussion, matters arising and issues to be carried forward; • Maintaining an on-going list of actions, specifying Members responsible, due dates, and keeping track of these actions; • Sending out agendas and supporting papers to Members five working days before the meeting. • Drafting minutes for approval by the Chair within five working days of the meeting and then distribute to all attendees following this approval within 10 working days; and • An annual work plan to be updated and maintained on a quarterly basis.
17	Authority	<p>The Finance, Performance and Efficiency Group is authorised to investigate any activity within its terms of reference.</p> <p>The Finance, Performance and Efficiency Group is authorised to commission any reports or surveys it deems necessary to help it fulfil its obligations with the approval of the Place Partnership Board.</p> <p>The Finance, Performance and Efficiency Group is authorised to obtain legal or other independent professional advice and secure the attendance of advisors with relevant expertise if it considers this is necessary with prior approval from the Place Partnership Board. In doing, so, the Finance, Performance and Efficiency Group must follow procedures put in place by partner organisations or the ICB or for obtaining legal or professional advice.</p> <p>The Finance, Performance and Efficiency Group is authorised to create working groups as are necessary to fulfil its responsibilities within its terms of reference but may not delegate powers delegated to it within these terms of reference.</p>

18	Reporting	<p>The Finance, Performance and Efficiency Group shall submit a highlight report to each Place Partnership Board meeting.</p> <p>The Chair shall draw to the attention of the Place Partnership Board any significant issues or risks relevant to the partnership or ICB.</p> <p>The Finance, Performance and Efficiency Group will also:</p> <ul style="list-style-type: none"> • Provide assurance reports to the Place Partnership Board when carrying out business relating to the delivery of the tasks and functions delegated to it • Seek decisions and approvals from the Place Partnership Board when carrying out on all matters not delegated to the Finance, Performance and Efficiency Group • Communicate matters requiring a coordinated response from partners to the Barnsley Place Partnership Delivery Group or its workstreams
19	Conduct of the Group	<p>All Members will have due regard to and operate within the Constitution of partner organisations, the ICB, standing orders, standing financial instructions and other financial procedures.</p> <p>Members will abide by the 'Principles of Public Life' (The Nolan Principles) and the NHS Code of Conduct.</p>
20	Amendments	<p>These terms of reference set out the remit, responsibilities, membership and reporting arrangements of the Finance, Performance and Efficiency group and may only be changed with the approval of the Place Partnership Board.</p>
21	Review date	<p>These terms of reference shall be reviewed initially six months following date of implementation and annually thereafter.</p>

HEALTH AND CARE QUALITY AND SAFETY COMMITTEE BARNSELY PLACE Terms of Reference	
Version	Final_v12. 21 November 22
Implementation Date	10 November 2022
Review Date	Three months following implementation date
Approved By	Barnsley Place Partnership Board (including ICB Place Committee)
Approval Date	24 November 2022

VERSIONS			
Date	Version	Comments	Author
Jul 22	1	Initial draft collated from Doncaster & Barnsley CCGs QPSC TOR	Jayne Sivakumar
Jul 22	2	Comments received from Barnsley Place members	Various
Aug 22	3	Reviewed and further comments received	Jayne Sivakumar
Aug 22	4	Collation of comments and revised draft shared with Barnsley Place members	Jayne Sivakumar
Aug 22	5	Additional comments and members under sections 5 & 6	Various
Aug 22	6	Above changes incorporated	Jayne Sivakumar
Aug 22	7	Revised membership following Place Executive leadership meeting, section 6, page 5. SY ICB logo added.	Jayne Sivakumar
Aug 22	8	Reviewed and further comments received	Jayne Sivakumar
Sept 22	9	Reviewed and further comments made	Jayne Sivakumar
Oct 22	10	Reviewed and further amendments made	Jayne Sivakumar
Nov 22	11	Patient Safety Specialist added to members	Hamel Dhanak
Nov 22	11	Reviewed section 18 no further amendments	Richard Walker
Nov 22	12	Membership adjusted following comments at 10 Nov meeting	Hamel Dhanak

1	Name of committee	The Integrated Health and Care Quality and Safety Committee (QSC) is established to support the Barnsley Place Committee and the South Yorkshire Integrated Care Board (SY ICB) in discharging their duties and responsibilities, as set out in the ICB's Constitution, Standing Orders, Scheme of Reservation and Delegation and the Terms of Reference for the ICB Barnsley Place Committee.
2	General	<p>These terms of reference set out the membership, remit, responsibilities, and reporting arrangements of QSC, and may only be changed with the approval of the Board. The QSC has no executive powers, other than those specifically delegated in these terms of reference.</p> <p>The ICB is part of the South Yorkshire Integrated Care System, which has four core purposes:</p> <ul style="list-style-type: none"> • improve outcomes in population health and healthcare • tackle inequalities in outcomes, experience, and access • enhance productivity and value for money • help the NHS support broader social and economic development.
3	Reports to	The Meeting will establish and align to appropriate reporting mechanisms into the Barnsley ICB Place Committee to ensure the ICB is fully sighted upon Quality and Safety issues and actions delivered under the auspices of the Barnsley Place team of the ICB.
4	Purpose	<ul style="list-style-type: none"> • Function as a collaborative and integrated Health and Care Quality and Safety Committee that includes all partners • Monitor patient, public and carer experience, intelligence and information, working with the Place Equality and Engagement Group • Set local priorities for quality and health and care outcomes at Place • Set clear quality standards and expected outcomes when planning, which are considered as part of performance management • Have clear system governance and accountability arrangements for quality • Provide assurance to the Place Partnership Board and ICB Board for areas within its remit. • Work together to ensure seamless pathways between commissioned services, including identifying and managing quality issues • Develop a just culture which is open, transparent, and continuously improving • Share intelligence on risks and emerging concerns relating to quality and safety across Place and wider as required • Have an identified improvement methodology • Develop the workforce knowledge on Quality systems and assurance • Identify and work with Champions in Quality to share knowledge
5	Remit and responsibilities	<p>QSC is responsible for monitoring and improving the quality and safety of all services commissioned by SY ICB and being delivered in Barnsley or directly commissioned for Barnsley residents.</p> <p>The meeting will undertake the following functions on behalf of the Barnsley Place Partnership Board in accordance with the delegation to the Board by the ICB.</p>

Securing continuous improvement to the quality of services

Seeking to ensure continuous improvement to the quality of services by methods including, though not exclusively:

- Receiving regular reports regarding quality and safety legislative and contractual requirements including patient safety and clinical effectiveness data and taking mitigating action as necessary.
- Developing and reviewing quality schedules for commissioned care.
- Monitoring of continuous improvement in the quality of services.
- Maintaining contractual meetings to review the clinical quality of care with providers for which the Committee has commissioning responsibility.
- Receiving and acting upon reports from regulatory and other competent bodies and ensure action plans are delivered.
- Identifying risks, receiving risk profiles of providers and monitoring actions taken, aiming to proactively identify early warnings of any failing services.
- Cooperating with local statutory partnerships such as the Barnsley Safeguarding Children's Partnership (BSCP), Barnsley Safeguarding Adults Board (BSAB), Multi-Agency Public Protection Arrangements (MAPPA), and Multi-Agency Risk Assessment Conferences (MARAC), taking feedback and learning and identifying risk from these wider partnership meetings.

Other Duties

- Consider clinical policies and procedures within the functions of the Meeting as set out in its Terms of Reference with due regard to the emerging ICB Governance Structure.
- Ensuring that significant clinical risks are identified and reported on the Risk Register and escalating to the ICB Assurance Framework where necessary aligning with reporting structures into the ICB.
- Establishing Sub-Groups to assist in discharging delegated responsibilities of the Meeting as set out in its Terms of Reference.

Subgroups

The following meetings shall report directly to the Health and Care Quality & Safety Committee and the notes of these shall be recorded. A highlight template will be submitted to the H&C Q&S Committee

BHNFT Quality Improvement Subgroup

SWYPFT Quality Improvement Subgroup

Care Homes and Home Care Quality Improvement Subgroup

Primary Care Quality Improvement Subgroup

Area Prescribing Committee

		<p>Quality Improvement Subgroup for Adults and Children and Young People Social Care</p> <p>Barnsley Hospice Quality Improvement Subgroup</p> <p>Education & Training</p> <p>Through the quality schedules within contracts, practice visits and practice communications, promote appropriate education, support, and training to include assessment of competency, for persons who are employed, or who are considering becoming employed, in an activity which involves or relates to the provision of services as part of health services in England to assist the Secretary of State for Health in the discharge of his related duty.</p>
6	Members	<p>The members of QSC shall comprise:</p> <p>The Chair and Deputy Chair role will be rotated on a quarterly basis.</p> <ul style="list-style-type: none"> • Medical Director, ICB Barnsley Place • Medical Director, BHNFT • Director of Nursing, BHNFT • Chief Nurse and Director of Quality and Professions, SWYPFT • Clinical Director, SWYPFT • Chief Nurse, ICB Barnsley Place • Chief Nurse, BHF • Head of Primary Care, ICB Barnsley Place • Executive Director of Children’s Services, BMBC • Healthwatch Barnsley Representative • Service Director for Adult Social Care and Wellbeing, BMBC • Service Director Public Health & Regulation, BMBC • Service Director Commissioning & Integration, BMBC • Head of Medicines Optimisation, ICB Barnsley • Director of Nursing, Barnsley Hospice • Director of Governance and Quality, Barnsley Hospice • Head of Quality and Safety (DCN), ICB Barnsley Place • Head of Safeguarding (DCN), ICB Barnsley Place • Patient Safety Partner/Specialist <p>Members of the Group have a collective responsibility for directing and overseeing the subgroups work. They will bring their professional expertise and experience into the group and programme delivery.</p> <p>The Group will encourage a shared learning approach, which involves:</p> <ul style="list-style-type: none"> • Group discussions to share experiences and learning. • Topics for the agenda being generated by members of the group and guided by current and relevant topics. • All members would be encouraged to actively participate in meetings.

		<ul style="list-style-type: none"> Between meetings the membership will be expected to contribute to and participate in the ongoing improvement work. This will be conducted virtually or face to face to ensure momentum on agreed priority areas. The participants shall ensure that each of their representatives has equivalent delegated authority <p>Any changes to the membership of the meeting must be approved by the ICB Barnsley Place Committee.</p>
7	Attendees	<p>Other individuals may be invited to attend for all or part of any meeting as appropriate when matters concerning their responsibilities are to be discussed or they are presenting a paper.</p> <p>The Chair may invite such other attendees to attend any meeting of QSC as the Chair considers appropriate.</p> <p>Members are required to attend four out of six scheduled meetings. Attendance will be monitored throughout the year and any concerns raised by the Chair with the relevant Member.</p>
8	Deputies	<p>With the permission of the Chair, Members of QSC may nominate a deputy to attend a meeting that they are unable to attend. Members should inform the Chair of their intention to nominate a deputy and should ensure that any such deputy is suitably briefed and qualified to act in that capacity. The deputy may speak on their behalf but may not vote or count towards the quorum.</p>
9	Chair	<p>The meetings will be run by the Chair (as noted in paragraph 6 above). If the Chair is absent or is disqualified from participating by a conflict of interest, the Deputy Chair will preside, if the Deputy Chair (as noted in paragraph 6) is not available, another member of QSC shall be chosen by the members present, or by a majority of them, and shall preside.</p> <p>The Chair and vice chair shall be appointed by the ICB Barnsley Place Partnership Board.</p>
10	Quoracy	<p>No business shall be transacted unless at least seven individuals of the Quality and Safety Committee membership and including the following are present: QSC Chair, or Vice Chair in the Chair's absence.</p> <p>For the sake of clarity:</p> <ol style="list-style-type: none"> There would need to be a minimum of 2 ICB officers present including at least one of the ICB Chief Nurse or Medical Director No person can act in more than one capacity when determining the quorum. An individual who has been disqualified from participating in a discussion on any matter and/or from voting on any motion by reason of a declaration of a conflict of interest, shall no longer count towards the quorum.

		<p>If a quorum has not been reached, then the meeting may proceed if those attending agree but any record of the meeting should be clearly indicated as notes rather than formal minutes, and no decisions may be taken by the non-quorate meeting of the Meeting.</p> <p>Members of QSC may participate in meetings by telephone, video or by other electronic means where they are available and with the prior agreement of the Chair. Participation by any of these means shall be deemed to constitute presence in person at the meeting.</p>
11	Conduct of meeting	<p>All Members are expected to adhere to the ICB Constitution and Standards of Business Conduct and Conflicts of Interest Policy.</p> <ul style="list-style-type: none"> • In circumstances where a potential conflict is identified the Chair of the Meeting will determine the appropriate steps to take in accordance with the ICB's Conflicts of Interest policy. This action may include, but is not restricted to, withdrawal from the meeting for the conflicted item or remaining in the meeting but not voting on the conflicted item. • All Members shall respect confidentiality requirements as set out in the ICB Constitution. • The Meeting will conduct its business in accordance with any national guidance and relevant codes of conduct / good governance practice including the Nolan Principles.
12	Frequency of meetings	<p>Formal meetings of QSC will be held bi-monthly, at least six times a year at times which are consistent with the quality reporting cycle, and which enable it to efficiently discharge its duties. Extraordinary meetings may be called at the discretion of the Chair.</p> <p>Due to the transition date of July 2022 the committee will meet four times in 2022/23.</p>
13	Urgent decisions	<p>In the case of urgent decisions and extraordinary circumstances, the Chair of QSC in consultation with other members, may also act on urgent matters arising between meetings of QSC.</p> <p>Any exercise of such powers shall be reported to the next formal meetings of QSC for formal ratification, where the Chair will explain the reason for the action taken.</p>
14	Admission of the press and public	<p>Meetings of QSC will be held in private.</p>
15	Declarations of interest	<p>If any Member has an interest, financial or otherwise, in any matter and is present at the meeting at which the matter is under discussion, he/she will declare that interest as early as possible and act in accordance with the ICB's Conflicts of Interests Policy. Subject to any previously agreed arrangements for managing a conflict of interest, the chair of the meeting will determine how a conflict of interest should be managed. The chair of the meeting may require the individual to withdraw from the meeting or part of it. The individual must comply with these arrangements, which must be recorded in the minutes of the meeting.</p>

16	Support to the Partnership Board	<p>Administrative support will be provided to QSC by administrative officers of the ICB. This will include:</p> <ul style="list-style-type: none"> • Agreement of the agenda with the Chair, taking minutes of the meetings, keeping an accurate record of attendance, key points of the discussion, matters arising and issues to be carried forward. • Maintaining an on-going list of actions, specifying Members responsible, due dates, and keeping track of these actions. • Sending out agendas and supporting papers to Members five working days before the meeting. • Drafting minutes for approval by the Chair within five working days of the meeting and then distribute to all attendees following this approval within 10 working days. • An annual work plan to be updated and maintained on a yearly basis.
17	Authority	<p>QSC is authorised to investigate any activity within its terms of reference.</p> <p>QSC is authorised to commission any reports or surveys it deems necessary to help it fulfil its obligations.</p> <p>QSC is authorised to obtain legal or other independent professional advice and secure the attendance of advisors with relevant expertise if it considers this is necessary. In doing, so, the QSC must follow procedures put in place by the ICB for obtaining legal or professional advice.</p> <p>QSC is authorised to create working groups as are necessary to fulfil its responsibilities within its terms of reference but may not delegate powers delegated to it within these terms of reference.</p>
18	Reporting	<p>QSC shall submit its minutes to the ICB Barnsley Place Partnership Board. The Meeting shall formally record any issues or concerns to be escalated to this Group and to the ICB Quality, Performance, Patient Involvement and Experience Committee.</p> <p>Recommendations and decisions arising from the work of the Meeting will be reported to the ICB Barnsley Place Partnership Board, ICB Place Committee and System Quality Group, as necessary.</p> <p>The Meeting will review and assess its effectiveness at six months following implementation in year one, and annually thereafter and report its findings to the ICB Barnsley Place Partnership Board and ICB Place Committee. It will do this by:</p> <ul style="list-style-type: none"> • Reviewing its terms of reference. • Reviewing the attendance rate of Committee members. • Reviewing its work plan. • Reviewing its performance.

19	Conduct of the Partnership Board	All Members will have due regard to and operate within the Constitution of the ICB, standing orders, standing financial instructions and other financial procedures. Members of QSC will abide by the 'Principles of Public Life' (The Nolan Principles) and the NHS Code of Conduct.
20	Amendments	These terms of reference set out the remit, responsibilities, membership, and reporting arrangements of Quality & Patient Safety Committee and may only be changed with the approval of the Place Partnership Board.
21	Review date	The Meeting will review its terms of reference at three months following implementation in year one, and annually thereafter, or sooner as Place and ICB arrangements evolve and the attendance rate of Meeting members annually. Any resulting changes to the terms of reference or membership shall be submitted to the Barnsley Place Partnership Board for approval. Last Reviewed: November 2022 Next Review Due: 3 months following implementation

BARNSELY INVOLVEMENT AND EQUALITY GROUP BARNSELY PLACE Terms of Reference	
Version	Final_v3
Implementation Date	November 2022 (1st meeting)
Review Date	Six months following implementation date
Approved By	Barnsley Place Partnership Board (including ICB Place Committee)
Approval Date	27 October 2010

VERSIONS			
Date	Version	Comments	Author
Jul '22	1	Initial draft taken from existing ToR of Barnsley engagement, experience and equality group	Kirsty Waknell
Sept '22	1	Went to current Barnsley partner engagement and equality working group at Sept '22 meeting for review.	Kirsty Waknell
October '22	2	Incorporates comments from the Sept meeting including name change to reflect 'involvement' rather than engagement as the overarching term.	Kirsty Waknell
December '22	3	Final, clean version with watermark removed	Richard Walker

1	Name of committee	The Barnsley Involvement and Equality group (BIEG) is established to bring the voice of Barnsley people, carers and communities to the work of the Barnsley Place Partnership Board to influence decisions and improve outcomes.
2	General	<p>These terms of reference set out the membership, remit, responsibilities, and reporting arrangements of BIEG. The BIEG has no executive powers and is an advisory and delivery group. The group will also carry out its role in line with Public Sector Equality Duty.</p> <p>The group operates within the South Yorkshire Integrated Care System, which has four core purposes:</p> <ul style="list-style-type: none"> • improve outcomes in population health and healthcare • tackle inequalities in outcomes, experience, and access • enhance productivity and value for money • help the NHS support broader social and economic development.
3	Reports to	<p>The group reports into the Barnsley Place Partnership Board.</p> <p>Any items for escalation relating specifically to patient experience will continue to be formally reported into the Barnsley Quality and Safety committee.</p> <p>Any items relating to the discharging of statutory duties of individual partners will be taken through their relevant governance process.</p>
4	Purpose	<p>The purpose of this group is to:</p> <ol style="list-style-type: none"> a) Ensure the voice of local people, carers and communities is embedded in the work of the Barnsley Place Partnership Board. b) Work in an integrated way with a shared ownership of a single overarching involvement and equality plan to support the Barnsley health and care plan. <p>To achieve this, the group will:</p> <ul style="list-style-type: none"> • Amplify what matters to local people, carers and communities in relation to their health and wellbeing through a range of methods to inform plans, policies and services/interventions. • Collectively agree, develop and deliver a shared Barnsley health and care involvement and equality plan. • Follow and champion the agreed involvement principles endorsed by the Barnsley Place Partnership Board. • Support delivery of the NHS South Yorkshire ‘Start With People’ people and communities strategy. • Work with programme boards to ensure there is a clear demonstration of the impact of involvement and equality work on policies and decisions made. • Provide involvement and equality guidance and advice to the partnership on any proposed changes to services in the Barnsley health and care plan to inform commissioning, planning and delivery decisions. • Work in line with engagement and equality, diversity and inclusion statutory requirements in relation to service developments and decisions. • Collectively discuss changes and challenges in a safe environment to enable the consideration of different responses or solutions.
5	Remit and responsibilities	BIEG is responsible for the development, delivery and oversight of the Barnsley health and care people, carers and communities involvement and equality plan.

		<p>Supporting principles</p> <p>The group will work to the principles agreed to by the Barnsley Partnership Board:</p> <ol style="list-style-type: none"> 1. Have a strong local focus and work on both strengths and solutions with local communities 2. Value equality and the diversity of local communities 3. Make sure information is accessible and jargon free 4. Ensure that everyone has a voice, and we listen and learn from our staff and communities 5. Involve the right people, at the right time and come to you 6. Keep it simple and be honest about what you can influence 7. Avoid repeating the same conversations 8. Be open and transparent with what we know and what we have done and why <p>Subgroups</p> <p>This group has been developed from the Barnsley engagement, equality and experience group. That group also has membership from Barnsley College and Berneslai Homes with extended invites to colleagues from the police, etc. This group meets on a monthly basis, with the exception of those months the BIEG meets.</p>
6	Members	<p>The members of BIEG shall comprise:</p> <ul style="list-style-type: none"> • Public Health Principal, Adults and Communities, BMBC (Current Chair) • Service Manager, Adult Social Care, BMBC • Voice and Participation Lead, Adult Social Care, BMBC • Head of Stronger Communities, BMBC • SEND Participation Officer, BMBC • Patient Experience and Engagement Manager, BHNFT • Head of Inclusion, BHNFT • Director of Strategic Commissioning and Partnerships, ICB (BPPB member) • Head of Communications, Engagement and Equality, ICB • Engagement Manager, ICB • Quality Lead, ICB • Marketing, Communication, Engagement and Inclusion Lead, SWYPFT • Equality and Involvement Manager, SWYPFT • Communications and Engagement Manager, BHF • BCVS (role TBC) • Barnsley Hospice (role TBC) • Manager, Healthwatch Barnsley (independent role) <p>Members of the group have a collective responsibility for directing and overseeing the subgroups work. They will bring their professional expertise and experience into the group and programme delivery.</p>

		<p>The Group will encourage a shared learning approach, which involves:</p> <ul style="list-style-type: none"> • Group discussions to share experiences and learning. • Topics for the agenda being generated by members of the group and guided by current and relevant topics. • All members would be encouraged to actively participate in meetings. • Between meetings the membership will be expected to contribute to and participate in the ongoing engagement and equality work. This will be conducted virtually or face to face to ensure momentum on agreed priority areas. <p>The participants shall ensure that each of their representatives has equivalent delegated authority.</p>
7	Attendees	<p>Other individuals may be invited to attend for all or part of any meeting as appropriate when matters concerning their responsibilities are to be discussed or they are presenting a paper.</p> <p>The Chair may invite such other attendees to attend any meeting of BIEG as appropriate.</p> <p>Members are required to attend three out of four scheduled meetings. Attendance will be monitored throughout the year and any concerns raised by the Chair with the relevant Member.</p>
8	Deputies	<p>Members of BIEG may nominate a deputy to attend a meeting that they are unable to attend. Members should inform the Chair of their intention to nominate a deputy and should ensure that any such deputy is suitably briefed and qualified to act in that capacity. The deputy may speak on their behalf but may not vote or count towards the quorum.</p>
9	Chair	<p>The meetings will be run by the Chair. If the Chair is absent or is disqualified from participating by a conflict of interest, another member of BIEG shall be chosen by the members present, or by a majority of them, and shall preside.</p> <p>The Chair and vice chair shall be appointed by the Barnsley Place Partnership Board.</p>
10	Quoracy	<p>No business shall be transacted unless at least four individuals of the BIEG membership and including the following are present: BIEG Chair, or Vice Chair in the Chair's absence.</p> <p>For the sake of clarity:</p> <ol style="list-style-type: none"> a) No person can act in more than one capacity when determining the quorum. b) An individual who has been disqualified from participating in a discussion on any matter and/or from voting on any motion by reason of a declaration of a conflict of interest, shall no longer count towards the quorum. <p>If a quorum has not been reached, then the meeting may proceed if those attending agree but any record of the meeting should be clearly indicated as notes rather than formal minutes, and no decisions may be taken by the non-quorate meeting of the Meeting.</p>

11	Conduct of meeting	<p>All Members are expected to adhere to the ICB Constitution and Standards of Business Conduct and Conflicts of Interest Policy.</p> <ul style="list-style-type: none"> The Meeting will conduct its business in accordance with any national guidance and relevant codes of conduct / good governance practice including the Nolan Principles.
12	Frequency of meetings	Formal meetings of BIEG will be held quarterly which will enable it to efficiently discharge its duties.
13	Urgent decisions	<p>In the case of urgent decisions and extraordinary circumstances, the Chair of BIEG in consultation with other members, may also act on urgent matters arising between meetings of BIEG.</p> <p>Any exercise of such powers shall be reported to the next formal meetings of BIEG for formal ratification, where the Chair will explain the reason for the action taken.</p>
14	Admission of the press and public	Meetings of BIEG will be held in private.
15	Declarations of interest	If any Member has an interest, financial or otherwise, in any matter and is present at the meeting at which the matter is under discussion, they will declare that interest as early as possible and act in accordance with the ICB's Conflicts of Interests Policy. Subject to any previously agreed arrangements for managing a conflict of interest, the chair of the meeting will determine how a conflict of interest should be managed. The chair of the meeting may require the individual to withdraw from the meeting or part of it. The individual must comply with these arrangements, which must be recorded in the minutes of the meeting.
16	Support to the Partnership Board	Administrative support will be provided to BIEG by administrative officers of the ICB.
17	Authority	<p>BIEG is authorised to commission any reports or surveys it deems necessary to help it fulfil its obligations.</p> <p>BIEG is authorised to create working groups as are necessary to fulfil its responsibilities within its terms of reference but may not delegate powers delegated to it within these terms of reference.</p>
18	Reporting	<p>BIEG shall submit its minutes to the Barnsley Place Partnership Board</p> <p>Recommendations and decisions arising from the work of the meeting will be reported to the Barnsley Place Partnership Board as necessary.</p> <p>The meeting will review and assess its effectiveness at six months following implementation in year one, and annually thereafter and report its findings to the Barnsley Place Partnership Board. It will do this by:</p> <ul style="list-style-type: none"> Reviewing its terms of reference. Reviewing the attendance rate of group members.

		<ul style="list-style-type: none"> • Reviewing its work plan. • Reviewing its performance.
19	Conduct of the Partnership Board	All Members will have due regard to and operate within the Constitution of the ICB, standing orders, standing financial instructions and other financial procedures. Members of BIEG will abide by the 'Principles of Public Life' (The Nolan Principles) and the NHS Code of Conduct.
20	Amendments	These terms of reference set out the remit, responsibilities, membership, and reporting arrangements of Barnsley Involvement and Equality Group and may only be changed with the approval of the Barnsley Place Partnership Board.
21	Review date	The Meeting will review its terms of reference at six months following implementation in year one, and annually thereafter. Any resulting changes to the terms of reference or membership shall be submitted to the Barnsley Place Partnership Board for approval. Last Reviewed: October 2022 Next Review Due: 6 months following implementation

National NHS objectives 2023/24

Area	Objective	
Recovering our core services and improving productivity	Urgent and emergency care*	Improve A&E waiting times so that no less than 76% of patients are seen within 4 hours by March 2024 with further improvement in 2024/25
		Improve category 2 ambulance response times to an average of 30 minutes across 2023/24, with further improvement towards pre-pandemic levels in 2024/25
		Reduce adult general and acute (G&A) bed occupancy to 92% or below
	Community health services	Consistently meet or exceed the 70% 2-hour urgent community response (UCR) standard
		Reduce unnecessary GP appointments and improve patient experience by streamlining direct access and setting up local pathways for direct referrals
	Primary care*	Make it easier for people to contact a GP practice, including by supporting general practice to ensure that everyone who needs an appointment with their GP practice gets one within two weeks and those who contact their practice urgently are assessed the same or next day according to clinical need
		Continue on the trajectory to deliver 50 million more appointments in general practice by the end of March 2024
		Continue to recruit 26,000 Additional Roles Reimbursement Scheme (ARRS) roles by the end of March 2024
	Elective care	Recover dental activity, improving units of dental activity (UDAs) towards pre-pandemic levels
		Eliminate waits of over 65 weeks for elective care by March 2024 (except where patients choose to wait longer or in specific specialties)
	Cancer	Deliver the system- specific activity target (agreed through the operational planning process)
		Continue to reduce the number of patients waiting over 62 days
		Meet the cancer faster diagnosis standard by March 2024 so that 75% of patients who have been urgently referred by their GP for suspected cancer are diagnosed or have cancer ruled out within 28 days
	Diagnostics	Increase the percentage of cancers diagnosed at stages 1 and 2 in line with the 75% early diagnosis ambition by 2028
		Increase the percentage of patients that receive a diagnostic test within six weeks in line with the March 2025 ambition of 95%
	Maternity*	Deliver diagnostic activity levels that support plans to address elective and cancer backlogs and the diagnostic waiting time ambition
		Make progress towards the national safety ambition to reduce stillbirth, neonatal mortality, maternal mortality and serious intrapartum brain injury
	Use of resources	Increase fill rates against funded establishment for maternity staff
	Workforce	Deliver a balanced net system financial position for 2023/24
	Mental health	Improve retention and staff attendance through a systematic focus on all elements of the NHS People Promise
Improve access to mental health support for children and young people in line with the national ambition for 345,000 additional individuals aged 0-25 accessing NHS funded services (compared to 2019)		
Increase the number of adults and older adults accessing IAPT treatment		
Achieve a 5% year on year increase in the number of adults and older adults supported by community mental health services		
Work towards eliminating inappropriate adult acute out of area placements		
People with a learning disability and autistic people	Recover the dementia diagnosis rate to 66.7%	
	Improve access to perinatal mental health services	
Prevention and health inequalities	Ensure 75% of people aged over 14 on GP learning disability registers receive an annual health check and health action plan by March 2024	
	Reduce reliance on inpatient care, while improving the quality of inpatient care, so that by March 2024 no more than 30 adults with a learning disability and/or who are autistic per million adults and no more than 12–15 under 18s with a learning disability and/or who are autistic per million under 18s are cared for in an inpatient unit	
	Increase percentage of patients with hypertension treated to NICE guidance to 77% by March 2024	
	Increase the percentage of patients aged between 25 and 84 years with a CVD risk score greater than 20 percent on lipid lowering therapies to 60%	
	Continue to address health inequalities and deliver on the Core20PLUS5 approach	

*ICBs and providers should review the UEC and general practice access recovery plans, and the single maternity delivery plan for further detail when published;

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