



**Derbyshire Healthcare**  
NHS Foundation Trust

**Derbyshire Healthcare NHS Foundation Trust**  
**Public Board Meeting**

Conference Rooms A and B, first floor, Centre for Research and Development, Kingsway Hospital  
29 November 2017 13:00 - 29 November 2017 16:45

# INDEX

Agenda - Public Board 29 NOV 2017.doc.....	3
1 Register of Directors' Interests 2017-18.docx.....	5
2 Service Receiver Story from Healthwatch Derbyshire.pdf.....	7
3 Draft Minutes Public Board 1 NOV 2017.docx.....	25
4 Actions Matrix Public Board.pdf.....	37
7 CEO Public Board Report Nov17.doc.pdf.....	39
8 Vision Values and Engagement Update Nov2017.doc.....	53
9 IPR Nov17.pdf.....	63
10 Quality Position Statement Nov17.docx.....	95
12 Peer Review of Homicides and S41 Review Nov17.doc.....	107
13 Board Com Assurance Summaries.pdf.....	113
14 Business Plan Q2 Nov 17.docx.....	133
15 EPRR Annual Report Nov17.pdf.....	137
16 LGBT+ Board commitments.pdf.....	145
17 Joint Venture Agreement.pdf.....	151
20 2017-18 Board Forward Plan V9 14.11.2017.pdf.....	259

**NOTICE OF PUBLIC BOARD MEETING – WEDNESDAY 29 NOVEMBER 2017  
TO COMMENCE AT 1.00 PM IN CONFERENCE ROOMS A&B  
FIRST FLOOR, CENTRE FOR RESEARCH & DEVELOPMENT, KINGSWAY HOSPITAL**

	TIME	AGENDA	LED BY
1.	1:00	Chair's welcome, opening remarks, apologies for absence and Declarations of Interest Register	Caroline Maley
2.	1:05	Service Receiver Story – <i>Healthwatch Derbyshire</i>	Carolyn Green
3.	1:30	Minutes of Board of Directors meeting held on 1 November 2017	Caroline Maley
4.	1:35	Matters arising – Actions Matrix	Caroline Maley
5.	1:40	Questions from governors or members of the public	Caroline Maley
6.	1:45	Chair's Verbal Update including update from Remuneration & Appointments Committee	Caroline Maley
7.	1:55	Chief Executive's Update	Ifti Majid
8.	2:05	Trust Vision and Values	Ifti Majid
<b>OPERATIONAL PERFORMANCE, QUALITY AND STRATEGY</b>			
9.	2:15	Integrated Performance and Activity Report	Mark Powell/Claire Wright/Amanda Rawlings/Carolyn Green
10.	2:45	Position Statement on Quality	Carolyn Green
<b>3:00 B R E A K</b>			
11.	3:15	Deep Dive - <i>Spireites</i>	Carolyn Green
12.	3:35	Report on Peer Review of Homicides and Review of Section 41 Patients in the Community	John Sykes
13.	3:45	Board Committee Assurance Summaries and Escalations: Mental Health Act Committee held on 26 October, Safeguarding Committee held on 3 November, Quality Committee held on 9 November, 2017 People & Culture Committee held on 16 November 2017 ( <i>minutes of these meetings are available upon request</i> )	Committee Chairs
14.	4:00	Business Plan 2017/18 Monitoring	Lynn Willmott-Shepherd
15.	4:10	Emergency Preparedness, Resilience and Response Annual Report	Mark Powell
16.	4:20	LGBT+ Commitments	Claire Wright
17.	4:30	Joint Venture Agreement covering joint working between DCHS and the Trust	Lynn Willmott-Shepherd
<b>CLOSING MATTERS</b>			
18.	4:40	- Identification of any issues arising from the meeting for inclusion or updating in the Board Assurance Framework - Meeting effectiveness	Caroline Maley
<b>FOR INFORMATION</b>			
2017/18 Board Forward Plan			-

Questions that are applicable to the agenda, and at the Chair's discretion, can be sent by email to the Board Secretary up to 48 hours prior to the meeting for a response provided by the Board at the meeting. Email: [sue.turner2@derbyshcft.nhs.uk](mailto:sue.turner2@derbyshcft.nhs.uk)

The Trust Chair may, under the Foundation Trust's Constitution, request members of the public to withdraw for the Board to conduct its remaining business in confidence as special reasons apply or because of information which is likely to reveal the identities of an individual or commercial bodies.

**There will be no Board meeting in December. The next meeting will be held at 1.00 pm on 31 January 2018  
in Conference Rooms A & B, Centre for Research and Development, Kingsway, Derby DE22 3LZ**

*Users of the Trust's services and other members of the public are welcome to attend the meetings of the Board.*

**Participation in meetings is at the Chair's discretion**



## Declaration of Interests Register 2017-18

NAME	INTEREST DISCLOSED	TYPE
<b>Margaret Gildea</b> Non-Executive Director	Director, Organisation Change Solutions Limited Non-Executive Director, Derwent Living	(a, b)
<b>Ifti Majid</b> Chief Executive	Board member, North East Midlands Leadership Academy Board Kate Majid (spouse) Chief Executive of the Shaw Mind Foundation which is a UK/USA mental health charity	(a, d)
<b>Caroline Maley</b> Trust Chair	Director – C D Maley Ltd Trustee – Vocaleyes Ltd.	(a) (a, d)
<b>Barry Mellor</b> Non-Executive Director	Non-Executive Director, Rotherham NHS Foundation Trust Trustee, Rotherham Hospital Charity Mrs Mellor is a befriender with Age UK	(a, d)
<b>Amanda Rawlings</b> Director of People and Organisational Effectiveness (DHcFT)	Director of People and Organisational Effectiveness, Derbyshire Community Healthcare Services (DCHS) Co-optee Cross Keys Homes, Peterborough	(a, d)
<b>Dr Julia Tabreham</b> Deputy Trust Chair and Non-Executive Director	Non-Executive Director, Parliamentary and Health Service Ombudsman Director of Research and Ambassador Carers Federation Leads the Parliamentary and Health Service Ombudsman's contribution to establishing NHS complaints advocacy support in Ireland	(a, d)
<b>Lynn Wilmott- Shepherd</b> Interim Director of Strategic Development	Substantive post – Director of Commissioning and Delivery, NHS Erewash CCG	(d)
<b>Richard Wright</b> Non-Executive Director	Director, Sheffield Chamber of Commerce Chair, The Sheffield College Multi Academy Trust Chair Sheffield University Technical College Member of Advisory Board of Sheffield National Centre for Sport and Exercise Medicine	(a, d)

All other members of the Trust Board have nil interests to declare.

- (a) Directorships, including non-executive directorships held in private companies or PLCs (with the exception of those dormant companies).
- (b) Ownership or part ownership of private companies, businesses or consultancies likely or possibly seeking to do business with the NHS.
- (c) Majority or controlling share holdings in organisations likely or possibly seeking to do business with the NHS.
- (d) A position of authority in a charity or voluntary organisation in the field of health and social care.
- (e) Any connection with a voluntary or other organisation contracting for NHS services.



**Service Receiver Story**

**Purpose of Report**

This report provides supporting information about the Patient Story provided by representatives from Healthwatch received by the Derbyshire Health and Wellbeing Board on 5 October 2017.

**Executive Summary**

A summary of the service receiver story heard by the Derbyshire Health and Wellbeing Board on 5 October 2017 and key issues are shown in Appendix 1.

This is a patient experience reflection and report that was escalated by Healthwatch to the Derbyshire Health and Well-being Board. This is a complex set of circumstances and touches upon our lived experiences of our services and brings attention to the risks of our current commissioning landscape and the impact on the people we support.

An update on the actions pledged in response to recommendations made in the report are shown in Appendix 2.

**Strategic Considerations**

1) We will deliver <b>quality</b> in everything we do providing safe, effective and service user centred care	x
2) We will develop strong, effective, credible and sustainable <b>partnerships</b> with key stakeholders to deliver care in the right place at the right time	x
3) We will develop our <b>people</b> to allow them to be innovative, empowered, engaged and motivated. We will retain and attract the best staff.	
4) We will <b>transform</b> services to achieve long-term financial sustainability.	

**Assurances**

This is to inform Trust strategy and required quality improvements; this is to direct strategy and prioritisation and is not an assurance document.

**Consultation**

This report was previously received by the Derbyshire Health and Wellbeing Board on 5 October 2017

**Governance or Legal Issues**

The Trust has a duty with commissioners to meet the needs of our community and comply with the CQC regulatory standards of practice.

**Public Sector Equality Duty & Equality Impact Risk Analysis**

The author has a responsibility to consider the equality impact and evidence on the nine protected characteristics (REGARDS people (Race, Economic disadvantage, Gender, Age, Religion or belief, Disability and Sexual orientation)).

There are no adverse effects on people with protected characteristics (REGARDS).	x
There are potential adverse effect(s) on people with protected characteristics (REGARDS). Details of potential variations /inequalities in access, experience and outcomes are outlined below, with the appropriate action to mitigate or minimise those risks.	

**Actions to Mitigate/Minimise Identified Risks** – not applicable

**Recommendations**

The Board of Directors is requested to:

- 1) Note the content of the service receiver story
- 2) Consider any learning which can be ascertained from this service receiver's experience of accessing health and social care services

**Report presented by:** Carolyn Green  
**Director of Nursing and Patient Experience**

**Report prepared by:** Derbyshire Health and Wellbeing Board

**DERBYSHIRE HEALTH AND WELLBEING BOARD**

**5 October 2017**

**Report of Chief Executive Healthwatch Derbyshire**

**PATIENT STORY**

**1. Purpose of the report**

This report provides supporting information about the Patient Story provided by representatives from Healthwatch.

**2. Information and analysis**

A summary of the Patient Story and key issues for consideration are attached as Appendix 1.

In addition, an update on the actions taken since the publication of the Mental Health Crisis Report in 2017 is included for information and reference as Appendix 2.

**RECOMMENDATIONS**

The Health and Wellbeing Board is asked to note the Patient Story and consider any learning which can be ascertained from this patient's experience of accessing health and social care services.

**Karen Ritchie  
Chief Executive  
Healthwatch Derbyshire**

## Patient Story

### Content of story:

- This individual has experiences of mental health services dating back from 1975.
- Since then, they have only been treated for depression until they sought further help from their GP in July 2013.
- The individual feels that due to a lack of support, communication and transparency from mental health services, a downward spiral occurred, resulting in their mental health deteriorating and leading to restrictions being put on their access to mental health services and a Prison sentence.
- The individual is diagnosed with Borderline Personality Disorder (BPD).

### Experiences before prison

In July 2013, I attended an appointment with my GP to request an increase in my antidepressants dosage. I was referred to a Psychological Therapy Service for counselling.

In August 2013, I attended my first appointment with them and was advised they could not help and was subsequently referred to a Multi-Disciplinary Team.

**Issue: Inappropriate Referrals - can these be prevented? Delays access to the correct treatment.**

In October 2013, an assessment was carried out by the Multi-Disciplinary Team where a referral was then made for a psychiatrist.

I then waited an agonising three months for an appointment with the psychiatrist, I was asked the same questions that I had been asked by the Psychological Therapy Service and Multi-Disciplinary Team. I felt frustrated having to explain my situation again, but was reassured by the psychiatrist that these questions were necessary so the methods of treatment could be established. This same psychiatrist, retired at the end of the week, he did not inform me of this in the appointment when he was asking me to repeat my story. So this just compounded the situation, as there was no continuity with the same professional.

**Issue: Having to repeat information over and over to different professionals.**

I then had to wait till April 2014, before I had an appointment with a new psychiatrist. During this appointment, I was advised that a referral would be made for a psychologist and a community psychiatric nurse (CPN).

In July 2014, I attended a second appointment where I explained that I had not been contacted yet by a psychologist or a CPN, but was re-assured by the psychiatrist that the referrals had been made. I was also advised that the psychiatrist would send a fax to my GP, requesting new antidepressants.

For a month, I had no antidepressants and became distressed. I was given an emergency appointment with the psychiatrist to discuss this in August 2014. The psychiatrist informed me that the fax had not been sent yet and there were no updates regarding the referrals.

In September 2014, I was informed that the GP received a letter from the psychiatrist advising that a referral for a CPN had not been completed. Panicked, I then phoned the Multi-Disciplinary Team to establish my position on the waiting list for a psychologist. They informed me that no referral had ever been made.

**Issue: Lack of communication and transparency with regards to referrals. How can people be reassured that referrals have been made, or mistakes be prevented?**

By this time I had been trying to get help and support for over a year, the waiting and lack of communication had led me to believe that if mental health services weren't going to help, then no one could help me. As a result my mental health deteriorated to the extent that I attempted suicide, and began acting unlawfully due to the frustration of the situation. This led to two defining events in my life:

Firstly I received a letter from the Mental Health Service requesting that 'I do not visit any of their premises unless I had a professional pre-arranged appointment', which to me felt like I had essentially been excluded from services.

**Issue: This felt to the individual like a further barrier to getting support on top of those experienced above. She was not spoken to in person, only sent a letter. There was no time-scale on the letter or criteria for how she could rectify the situation. To this day she still does not know if this exclusion still applies.**

Secondly, I served two prison sentences.

**Issue: The individual feels that these prison sentences could have been prevented, had she received support.**

### **Experiences in prison**

During my time in a private prison, I felt that there was a lack of knowledge and awareness of mental health illnesses with managers, governors and staff. They described my behaviour as, "acting like a three year old" and "attention seeking". Due to this, I was sent to segregation where I met other prisoners who also had Borderline Personality Disorder (BPD); I was shocked by how many there were with many self-harming and one even committing suicide. Before prison, I had never self-harmed but during my time in there, I did; being in segregation where you are kept in a cell for 23 hours a day, sometimes without radio, books or anything to occupy yourself, was mentally challenging.

**Issue: There is a lack of awareness and understanding of Mental Health issues in prisons and this is compounding the problem for individuals.**

I did experience the In-Reach mental health team who were excellent and made a big difference to my life whilst I was there. It was much easier to access them when on the healthcare wing but even in other areas of the prison where it took much longer to get an appointment, it was still easier to access them than in the community. The only downside was the psychologist only worked 2 or 3 days a week so you often had to wait.

### **Release from prison**

After being released from prison, I had no support from NHS mental health services and after a few months, I was reaching crisis point again.

**Issue: Shouldn't a support plan be in place for individuals leaving prison who are known to have a Mental Health condition?**

I phoned NHS mental health services as I felt they would understand my situation, but they advised "we can't do anything for you so phone 111". (The individual feels that this might be because she is known to services and again she doesn't know if the exclusion is still in place). I felt too embarrassed to call 111 as I was unsure how they would perceive me, so I viewed this as another sign that there was no help available and thus went on a downward spiral which landed me in prison again.

I am now on probation which will be ending shortly and I'm concerned about what will happen if I hit crisis point again.

### **Closing remarks**

I now pay privately for support and although costly, this is the first time I feel that someone is trying to help me. Although I take full responsibility for my actions, I feel that if this support was provided in the beginning by the NHS without encountering the communication issues and barriers to accessing services, I would not have been sentenced to prison, tax payer's money would not have been wasted and all the people involved would not have had their lives disrupted.

I believe that my story is a clear example of what can happen if support is not provided in a timely manner.

If there was help provided from the beginning, I truly believe that this would have resolved things in the long run; all I wanted was someone to talk to.

**Issues: With this in mind why is there no Personality Disorder Pathway in Derbyshire?**

A further two points I would like to make are:

Firstly I found out that my psychiatrist was providing the police with information I discussed with him (i.e. mood books which outlined my fantasies and feelings). Although he had explained to me that if he had concerns he would need to pass information on, he had said he would tell me if he did, but he didn't, even though he continued to see me on a regular basis.

Secondly, when I have subsequently gained access to my NHS reports, it seems that information is copied from one report to the other. I feel this could result in information being inaccurate, if the information is not checked out with the patient to see if it is still correct. The copied information is not referenced, so it might seem like the condition is not improving, resulting in people receiving the wrong medication or treatment. Is this common practice?



## Appendix 2: Mental Health Crisis Report update

### Update on actions pledged in response to recommendations made in the report:

1. Provide clear information for patients, friends, family and carers about where to go, and what to do in a developing crisis situation.
2. Work to develop coordination of, and show real ownership of developing crisis situations.
3. Address access issues to Focusline.
4. Maximise access to, availability of and continuity with community psychiatric nurses (CPNs).
5. Support General Practice to deal with and respond to mental health crisis.
6. Improve referral systems to social care and community support.
7. Work to improve patient experience in Accident and Emergency.
8. Address police ability to identify and respond to potential overdoses.
9. Police to explain restraint when used.
10. Address and seek to minimise use of police cells for people in mental health crisis.
11. Consider distress caused by supervised toileting/showering in acute inpatient units, and consider alternative solutions.
12. Develop role/purpose of named nurse in acute inpatient units.
13. Consider provision of appropriate activities in acute inpatient units.
14. Consider how physical health needs are accommodated by acute inpatient units.
15. Appropriate awareness raising of advocacy in a range of settings and its purpose.
16. Consider and take any necessary action required to address reported self-harm risks in rooms at The Priory.

WHO?	ACTIONS PLEDGED	PROGRESS UPDATE AUGUST 2017
Response provided by Hardwick Clinical Commissioning Group (CCG) representing all CCG's	<p>The report recommendations will be incorporated into our Concordat Action Plan.</p> <p>We intend to develop increased support to primary care as we recognise that this</p>	<p>The Derbyshire Health and Social Care Commissioners, Police and Crime Commissioner, Police, NHS providers and Derbyshire and Derby City Councils as core members of the concordat considered the Derbyshire Healthwatch report and have incorporated the principle recommendations into a revised action plan.</p>

	<p>is where most people go for help initially.</p> <p>We are reviewing helplines (recognising the difficulties in accessing Focusline) and want to increase mental health support to the 111 service so there is one place people can turn to and get access to the right advice and if needed help. We are trialling Focusline staff being based some of the time at 111 to see if this helps with access.</p> <p>We have created an advice and assessment hub out of hours which can take calls from 111 and from ambulance crews and the police. So care can be more joined up and purposeful.</p> <p>We have plans for an alternative safe place - so people can get help there rather than going to the Emergency Department. This builds on our investment in the Emergency Department of the liaison teams who already see people 24 hours seven days a week. We have expanded the services in the south at Derby Royal Hospital to include a response for young people and we intend to do the same in the north of the county for Chesterfield Royal.</p> <p>We are intending to increase the hours of operation of the community teams so</p>	<p>We see the feedback that people need to know where to go to get help and advice and not to feel passed between agencies as fundamental to the concordat. This is an area that requires continued working across the health and social care system. We recognise that we need to deliver more effective community based services and to continue to improve the join between them. We have launched a mental health workstream within the Derbyshire and Derby Sustainability and Transformation Plan (STP) and there is also an Urgent Care STP workstream to enable us to address these issues.</p> <p>Within the Mental Health STP we have a focus on providing improved primary care support -a theme that came up several times in the Healthwatch focus groups. We want to achieve:</p> <ul style="list-style-type: none"> <li>• Increased primary care capacity to recognise and effectively manage people with mental health needs in their community</li> <li>• Easier movement between primary care and secondary services</li> <li>• Equity of physical and mental health by ensuring people with a severe mental illness get an annual health check</li> <li>• People with long-term conditions get to access psychological help.</li> </ul> <p>Since the report was published we have also:</p> <ul style="list-style-type: none"> <li>• Started a review of the helpline service, including having trialled the placement of MH helpline staff in 111, which has helped us identify a number of technical issues that need to be in place for this to work. We have consulted on future options for the Focusline service.</li> <li>• DHcFT has been receiving direct real time feedback on the experience of people on the acute wards through the engagement service.</li> <li>• Derbyshire Police and Crime Commissioner have been working with partners and commissioned support for homeless people in Derby</li> <li>• The Mental Health Triage Hub has continued to support the police and we are pleased that no one has been taken to a Derbyshire police station solely because of the mental health condition utilising the police powers to detain under the MH act S136.</li> </ul>
--	---	--

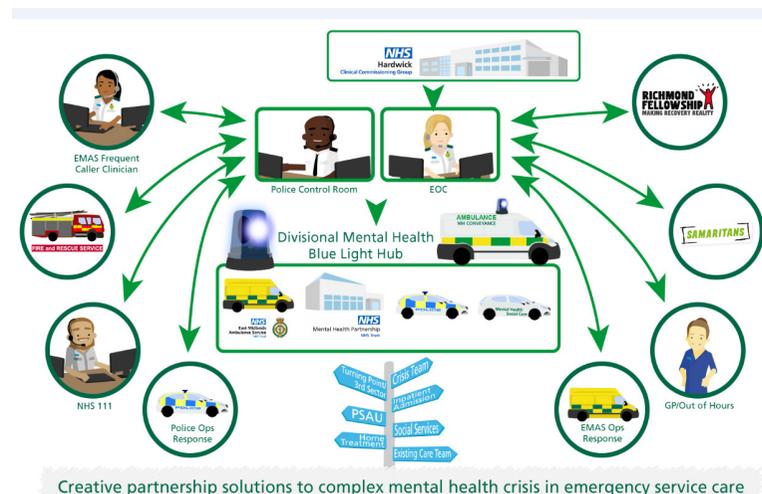
they are more accessible and can respond locally.

We note that there are frustrations of having changes of staff and of waiting for care coordination. We have invested in increased staffing in 2016 but we recognise recruitment has been a significant challenge and remains so for the foreseeable future. In future having less teams working separately from each other, as they do now, will help in providing more of a personal service based on people’s localities. It will make it more likely that if a crisis develops, people will be seen by someone in a team who knows them and their circumstances.

We have plans to develop community resilience, self-help and other ways of preventing crisis occurring and enabling people to manage in their communities. This will include better information and signposting on where to get help.

People have had some negative experiences as inpatients with different providers. We will raise these issues in our contract arrangements with them. We support the need for clarity of named nurse roles, provision of activity and physical health care.

- Continued work has been taking place to reduce long waits in the Emergency Department and “12 hour breaches “have reduced.
- The Triage Hub has started taking calls from the Ambulance Service and there are plans being made to increase the take up of advice to ambulance crews.
- The Triage Hub has started taking calls from out of hours GPs so they can obtain advice and access to appropriate records and crisis plans.
- Children’s Commissioners have been working on a plan for a safe place for children to stay, as an alternative to long waits in the emergency department or being taken to the adult place of safety.
- The Concordat members have explored the ways in which people who frequently call emergency services can be better supported, and we are taking forward plans for closer joint working between the police and community mental health teams to work with people in a way that is likely to avoid crisis developing as frequently.
- The crisis teams have been reviewed and we have identified areas we need to take action to enable them to work effectively.



	<p>We have a suicide prevention strategy with DHcFT which includes ligature removal and will take up issues of concern on environmental risks with independent sector providers.</p> <p>The advocacy service in the county has just been retendered by the County Council and we anticipate greater clarity and focus on the use of advocacy in 2017.</p> <p>We have noted recommendations 1 and 2, the need for people to be provided with clear information on what to do in a crisis, and for there to be coordination a sense of ownership of developing crisis services. This goes to the heart of the concordat declaration and as a system we have agreed to keep the concordat meetings going a further year to ensure we continue to make progress in a joined up way.</p>	
<p>Chesterfield Royal Hospital</p>	<p>We are looking to increase our remit in Liaison Team meetings to include representation from Acute Medicine, Care of the Elderly/Frailty Unit, Gastroenterology, Critical Care and Surgery as well as amalgamating the Trust Substance Misuse Steering Group agenda to these regular meetings. This follows on from the 16 month service evaluation of the Liaison Team by the North Derbyshire and Hardwick CCGs.</p>	<p><b>Patient feedback regarding mental health</b>                  Patient feedback is always checked for the Emergency Department (ED) and goes to ED meetings. The Patient Experience Team looks at themes and asks for any actions or changes planned by ED to make the service better for patients. Dignity and respect is often a theme for the Trust and any patient/public comments (good and bad) about mental health in ED would be shared as part of this theme. The Liaison Team also has audits/surveys to keep a check on the experience of patient and their families/friends.</p> <p><b>Multi-disciplinary / multi-agency meetings</b></p>

	<p>As part of our CQUIN (Commissioning for Quality and Innovation) work for 2017/18, we will be focusing on improving services for people with mental health needs who present to the Emergency Department; this particularly refers to high impact users (those who attend ED 10 or more times a year).</p> <p>We will implement rolling health messages on Emergency Department TV screens and bespoke materials to hand out to patients, to provide information on mental health support. This will be included in the Emotional Support ambition of our Quality Strategy.</p> <p>We will undertake a period of focused patient feedback, looking at experiences of mental health patients in our Emergency Department.</p> <p>6 e-learning packages have been developed by the Liaison Team on a range of mental health priorities identified by the Trust. The next stage is to make them widely available to staff by uploading onto the Trust's e-learning platform.</p>	<p>The Liaison Team has meetings with service users and staff from ED, EMU, CDU and the Children and Adolescent Mental Health Service (CAMHS) every other month. The Enhanced Support Team, Acute Medicine, Care of the Elderly/Frailty Unit and Gastroenterology now also go to these meetings. Our Senior Matron for Emergency Care is talking to staff in surgery and intensive care to make sure they will join, as mental health and substance misuse can impact in both of these areas.</p> <p><b>Improving services for people with mental health needs who present to the Emergency Department</b>          As part of our CQUIN (Commissioning for Quality and Innovation) work for 2017/18, we are looking at making the ED better for people with mental health needs who come in 10 or more times a year. The ED and the Mental Health Liaison Team have reviewed over 100 patients with mental health conditions who come to ED. From this, they have found 15 patients where joint care planning would help and the ED are working with Community Mental Health Services, to ensure patients are treated in the right way when they come to ED and that they have less need for the ED. The ED are also looking at making more referrals to Derventio Housing Trust, to make sure other needs of people with mental health conditions are looked after, including: housing, finances and social impacts on mental health.</p> <p><b>Mental health information</b>          The ED Matron is linking with the Liaison Team to order leaflets that give advice and signposting to mental health support. As part of the Trust's Quality Strategy work on emotional support, our 'Helping Hands' contacts are being updated to include mental health support groups and helplines; these will be added to the Trust website and folders in clinic areas.</p> <p><b>Training and education</b>          The Liaison Team have written 6 e-learning packages on a range of important mental health topics and the Trust is working to make them widely available to staff. The Liaison Team works closely with our Clinical Educators to give training to staff.</p>
--	---	---

	<p>We will ensure that support and training from the Liaison Team is promoted with staff in the Emergency Department and across the Trust, to raise awareness of this valuable resource.</p> <p>The Urgent Care Village project proposal includes an assessment area to support people with mental health needs when waiting.</p>	<p><b>Urgent Care Village</b> The Trust's Urgent Care Village project proposal includes an assessment area to support people with mental health needs when waiting in the Emergency Department; however, there is no firm date for this at present.</p>
Derbyshire Healthcare NHS Foundation Trust	<p>Summary of actions:</p> <p>We will develop more detailed crisis contingency plans so that people know exactly what to do in an emerging crisis from our Trust and the community offers.</p> <p>We will continue to work in partnership with people, families and carers in the development of advance statements, staying well plans and safety plans so that people feel more informed about how and when to get help from the right people at the right time.</p> <p>We will promote the use of advance statements for people who use our inpatient services and may require one-to-one care, so that we can include their preferences in care plans and minimise distress.</p>	<p>This update provides current progress against some of the actions we detailed in our response report In February 2017. In addition to the developments achieved in the actions detailed within this report, we continue to progress against the commitments we made to you in November 2016, and look forward to telling you more about these as they move forward.</p> <p>The Crisis Resolution Home Treatment (CRHT) service has been subject to an extensive review (informed in part by the Healthwatch findings and recommendations) and findings were submitted to the Trust Leadership earlier this year with recommendations, which were agreed. We are now within a process of implementing those recommendations; this is a substantial piece of work that involves some reshaping of services and practice guidelines. It is expected that these recommendations will be fully implemented within 9-12 months, with some actions completed well within that timescale. Furthermore, additional actions have been identified through both the CRHT review and ongoing discussions and service development with some of our partners in urgent care, most notably the Police and Health Commissioners.</p>

	<p>We will revisit the section of the “My Care” leaflet and revise it based upon your feedback.</p> <p>If you are agreeable, we would ask for your assistance in writing an article in your newsletter and having some information on your website on where and what you can do to access help in a crisis, we would like to co-design this with service receivers and our commissioners to really listen to your feedback and try and improve.</p> <p>As part of the Derbyshire Sustainability and Transformation Plan (STP) we will work with partner agencies to increase the presence of mental health specialism within primary care, so that people have more rapid access to advice and the right help in an emerging crisis. We will also ensure that responses are better co-ordinated and we will share information proactively, with consent.</p> <p>We are meeting regularly with GP surgeries and working with our GP colleagues through GP Quest events, to provide advice, support and education to GPs in terms of managing crisis situations. The Crisis Resolution Home Treatment Teams (CRHT) offer a consultation/liaison response to support GPs in responding to crises.</p>	<p><b>Provide clear information for patients, friends, family and carers about where to go and what to do in a developing crisis situation</b></p> <p>The revised CRHT clinical model provides an increased focus upon supporting people post-crisis in terms of developing crisis contingency plans and advance statements, so that people know exactly what to do in an emerging crisis.</p> <p>The functions of our CRHT service are often misunderstood within the health community, not least because of the team name and so a leaflet is being produced, illustrating the revised CRHT model, which will be shared with stakeholders and people who use the service, so that they are better informed about what the service does, and who it will benefit. This leaflet will also provide alternative contact points for people who may be experiencing a crisis, so that they know who to contact when they need help quickly.</p> <p>The Derbyshire STP is currently exploring opportunities for mental health to be better integrated into the existing (and future plans for) urgent care pathway services. Once this is realised, details of how to access services urgently will be included in our service literature and within care plans.</p> <p><b>Support General Practice to deal with and respond to mental health crisis</b></p> <p>‘Train the Trainer’ training for the Connecting with People accredited suicide awareness and suicide response training was delivered to a group comprising GPs, general practice staff and mental health practitioners in June 2017. These trainers have received substantial interest in the training from general practice across primary care, and roll-out of this is now well under way. This will mean that people in primary care health services will be better equipped to support people who have thoughts of suicide.</p>
--	--	---

	<p>We are developing a plan with Public Health in Derbyshire, to deliver Suicide Awareness and Response training to General Practice and Primary Care</p> <p>We will review how well the new Mental Health Advice and Assessment Hub (MHA AH) service is working to inform future service development- this service aims to help people who may otherwise attend A&amp;E in a mental health crisis</p> <p>We will improve the interface and mechanisms between our community and urgent care services so that people do not have to contact more than one service in an emerging crisis.</p> <p>By March 2017, the named nurse role will be explicit within</p> <ul style="list-style-type: none"> <li>▫ Job descriptions</li> <li>▫ The nurse preceptorship program</li> <li>▫ Management supervision</li> </ul> <p>And will be measured through regular audit of both clinical records and what people tell us about their experiences of care.</p> <p>We will ask the people who receive our inpatient services, what additional activities they would like to receive, and develop a plan to respond to your helpful</p>	<p><b>Address Police ability to identify and respond to potential overdoses. Police to explain restraint when used. Address and seek to minimise use of police cells for people in mental health crisis.</b></p> <p>The Mental Health Advice and Assessment Hub (MHA AH) continues to demonstrate positive outcomes in terms of sustaining a reduction in the numbers of inappropriate detentions under Section 136 of the Mental Health Act (1983), positive working relationships with the police and proportionate information sharing between health and police. The working relationship with the Police continues to evolve. We have our Liaison and Diversion services based in custody suites 7 days a week and we are currently exploring an innovative proposal to work intensively, in partnership with the police and with people with the most complex difficulties to improve their experiences and reduce the need for them to use emergency services regularly. We have also joined our assessment services up internally in order to provide a more consistent experience for patients.</p> <p><b>Consider distress caused by supervised toileting/showering in inpatient units and consider alternative solutions</b></p> <p>Posters are now available within the ward areas, clearly explaining the levels of observation. Also, cards are given to individual patients when levels of observations have been discussed and agreed with them.</p> <p><b>Develop role/purpose of named nurse in inpatient units</b></p> <p>The role of the Named Nurse is now discussed through preceptorship forums and evidence from audits is fed through to the Named Nurse via supervision. Competencies are being developed for registered Band 5 Nurses.</p>
--	--	---

	<p>feedback that we need to reflect upon our care offers</p> <p>Pieces of work are underway across all of our inpatient facilities to improve physical health care monitoring and physical health promotion. This is a wide ranging piece of work looking at diet, sleep, exercise, access to outside space and relaxation, as well as the monitoring of physical health, for example diabetes care, asthma care and venous thromboembolism assessment.</p> <p>The Radbourne Unit will meet with the Advocacy Service to identify ways in which the service could be better promoted for inpatients. The named nurse role is being clarified as detailed earlier in this report and will include responsibilities relating to advocacy. We have included advocacy posts and how to access advocacy in our booklets. We will, in addition, add this to our website and provide this information to Healthwatch for your newsletter and website so we can reach as many individuals as possible.</p> <p>With regards to continuity and availability of CPN's - We have increasing pressure in our community services, which we received a partial settlement for in our contracting</p>	<p>The audit framework has been adapted to identify the link between 1 to 1 time with Named Nurse and the MDT processes for supporting and managing someone's care.</p> <p><b>Consider provision of appropriate activities in inpatient units.</b></p> <p>At the Radbourne unit, each ward has a designated area for recreational activity and a programme supported by the ward team. We are exploring opportunities to build links with Derby arts groups to enable people to access activities that will help sustain them beyond their hospital stay and episode of ill health through community arts groups.</p> <p>An example of this would be a recent dance workshop supported by Deda and a performance group from Manchester. The workshop received excellent feedback and gave great insight into the benefits of a broad range of activities and approach being available to the people who stay with us.</p> <p><b>Consider how physical health needs are accommodated by inpatient units</b></p> <p>This continues to be a focus for improvement. An audit of physical health assessments and care plans are completed quarterly. Bitesize training for staff on physical health care issues take place.</p> <p>There has been an increase in outside space exercise/activities, such as Nordic walking and football.</p> <p>There are on-going initiatives to promote better health within the inpatient units. There have been changes to physical healthcare monitoring forms and additional training for specific aspects of physical care and treatment. The dieticians have increased their involvements with the in-patient unit and provide support ranging from general advice to specific diet plans and assessments.</p>
--	---	---

	<p>round in 2016. We are embarking on a programme of work to try and improve capacity and flow in our community services, however this is with the knowledge that referrals to the service have increased significantly over the last year. We have set in our strategy that we would like to work in partnership with our commissioners, to improve our community offer to deliver on the aspirations of our trust strategy, to deliver a weekend and 7 day per week community offer in addition to community services.</p>	<p>There is on-going work to improve the uptake of nicotine replacement therapy and smoking cessation support within the in-patient units North and South.</p> <p><b>Appropriate awareness raising of advocacy and its purpose</b></p> <p>The Radbourne Unit met with the advocacy service to identify ways in which the service could be better promoted for inpatients. There has been an increase in the uptake of advocacy services and we believe we are in line with national averages for advocacy support. However, this is an area for on-going monitoring and improvement. New posters and leaflets have been circulated to support individuals to use this local authority commissioned service.</p> <p>The Mental Health Alliance is also providing feedback in regards to access to support as experienced by our service user groups.</p> <p><b>Continuity and availability of CPN's</b></p> <p>This remains one of our aims in our trust strategy to work with commissioners to extend hours to evening and weekends. At this time, we have no resolution to this hope, which is based upon feedback from our patients and families. We remain committed to representing their voice. We would like to work in partnership with our commissioners to improve our community offer.</p>
<p>Royal Derby Teaching Hospitals NHS FT</p>	<p>We are planning to employ a registered mental nurse in our ED and Medical Assessment areas to assist with caring for patients and staff support.</p> <p>We are fully committed to increasing the knowledge and skills of staff on caring</p>	<p>I am pleased to confirm that we have now employed a registered mental nurse in our ED and Medical Assessment areas to assist with caring for patients and staff support. We remain fully committed to increasing the knowledge and skills of staff on caring for patients with mental health needs through general training and also though this level of one to one support and mentorship.</p>

	<p>for patients with mental health needs through general training and also through this level of one to one support and mentorship.</p> <p>We are also currently exploring with the Mental Health Trust how we can involve patients in co-designing our services.</p> <p>The Trust is very aware of the long waits in the Emergency Department (ED) for some patients who require specialist mental health assessment and access to a specialist mental health facility. We are working closely with our partners and commissioners to improve this.</p>	<p>The mental health steering group continue to meet and take the opportunity to learn from incidents and complaints that may have been raised. Along with this we are working closely with our partner agencies to where possible improve the experience for patients in the ED particularly those who are waiting for a specialist mental health facility.</p>
--	--	--

<p>Next Steps:</p> <ul style="list-style-type: none"> <li>• Monitor implementation of Crisis Concordat Action Plan.</li> <li>• Monitor improvement of services through our service Mental Health Together for Derby and Derbyshire.</li> </ul>
--



**MINUTES OF A MEETING OF THE BOARD OF DIRECTORS**

**Held in Conference Rooms A&B  
Research and Development Centre, Kingsway, Derby DE22 3LZ**

**Wednesday 1 November 2017**

**MEETING HELD IN PUBLIC**

Commenced: 1pm

Closed: 4.30pm

**PRESENT:**

Caroline Maley	Trust Chair
Dr Julia Tabreham	Deputy Trust Chair and Non-Executive Director
Margaret Gildea	Senior Independent Director
Barry Mellor	Non-Executive Director
Dr Anne Wright	Non-Executive Director
Richard Wright	Non-Executive Director
Ifti Majid	Chief Executive
Claire Wright	Director of Finance & Deputy Chief Executive
Dr John Sykes	Medical Director
Carolyn Green	Director of Nursing & Patient Experience
Mark Powell	Acting Chief Operating Officer
Amanda Rawlings	Director of People & Organisational Effectiveness
Samantha Harrison	Director of Corporate Affairs & Trust Secretary
Lynn Wilmott-Shepherd	Interim Director of Strategic Development

**IN ATTENDANCE:**

Anna Shaw	Deputy Director of Communications & Involvement	
Sue Turner	Board Secretary (minutes)	
For DHCFT 2017/1	Kayleigh Daltrey	Lead Dietitian and Service Manager
For DHCFT 2017/1	David Harrison	Catering Manager
For DHCFT 2017/1	Mohamed Sheilabi	Specialist Dietitian
For DHCFT 2017/1	Jalak Chag	Dietitian
For DHCFT 2017/1	Rebecca Abbott	Dietetic Assistant

**VISITORS:**

John Morrissey	Lead Governor and Public Governor, Amber Valley South
Carole Riley	Deputy Lead Governor and Public Governor, Derby City East
Sarah Bennett	CQC Inspector, Mental Health Hospitals Team, Central West
Russell McAusland	Senior Accounts Manager, Liaison
Robert Foulkes	Member of the public
Jacinta Litherland	Sign language interpreter
Natalie Gallagher	Sign language interpreter

<b>DHCFT 2017/151</b>	<p><b><u>CHAIR'S WELCOME, OPENING REMARKS, APOLOGIES FOR ABSENCE AND DECLARATIONS OF INTEREST</u></b></p> <p>Trust Chair, Caroline Maley, opened the meeting and welcomed everyone. No apologies for absence or declarations of interests were received.</p> <p>Following confirmation of Ifti Majid's post as Chief Executive Caroline Maley congratulated him on his substantive appointment and looked forward to working with him to take the Trust forward.</p> <p>Ifti Majid advised that a change was required to be made to his entry in the Register of Declarations of Interest. This would be updated and brought to the next meeting of the</p>
-----------------------	---

	<p>Board.</p> <p>Caroline Maley advised that today's agenda had been revised to include a presentation to be made by Ifti Majid on the Sustainability and Transformation Partnership (STP).</p>
<b>DHCFT 2017/152</b>	<p><b><u>MINUTES OF THE MEETING DATED 27 SEPTEMBER 2017</u></b></p> <p>The minutes of the previous meeting, held on 27 September were agreed and accepted as an accurate record, subject to the first sentence of item Service Receiver Story DHCFT2017/133 being corrected to read that a chief nurse fellow was currently on a placement with the Trust.</p> <p>The second sentence of the Integrated Performance and Activity Report item DHCFT2017/138 would be amended to reflect that the Finance and Performance Committee is monitoring the Trust's financial risks.</p>
<b>DHCFT 2017/153</b>	<p><b><u>ACTIONS MATRIX AND MATTERS ARISING</u></b></p> <p>The Board agreed to close all completed actions. Updates were provided by members of the Board and were noted on the actions matrix. All completed 'green' actions were scrutinised to ensure that they were fully complete and actions that were not complete were challenged with Executive Director leads.</p>
<b>DHCFT 2017/0154</b>	<p><b><u>CHAIR'S VERBAL REPORT</u></b></p> <p>Caroline Maley attended several meetings last month that focussed on the sustainability of the Board. These included the recruitment and appointment of the substantive Chief Executive as well as a new Non-Executive Director (NED) and she was pleased that governors, service users and carers had been involved in the recruitment process for both these posts.</p> <p>Caroline had also progressed the Trust's involvement in NHS Improvement's 'NeXT Director Scheme' which is aimed at increasing the number of under-represented groups appointed to trust boards. As part of this scheme, Caroline was pleased to announce that a senior finance officer from Sherwood Forest Hospitals NHS Foundation Trust would be undertaking a six month placement within the Trust. This placement is designed to help people gain an insight into balancing a portfolio career and progress their ambitions to become a Non-Executive Director (NED). The placement holder would also be mentored by two experienced NEDs in order to learn about the role.</p> <p>Caroline had carried out appraisals for NEDs Julia Tabreham and Margaret Gildea, and discussed their objectives for next year. She was pleased to report that a well-run Board Development session was facilitated by NHS Providers on 11 October which enabled Board members to develop their thinking in order to ensure effective decision making.</p> <p>Caroline attended a meeting of the Mental Health Act Committee on 26 October and saw some significant improvements being made in the work the Committee is undertaking. She also attended a Schwartz round which gave her a good insight into the challenges staff face on the wards and the personal impact these challenges have on them. She also undertook quality visits to Chesterfield Central Neighbourhood team and Ward 34 and attended the Trust's Medical Advisory Committee whose members are consultant colleagues.</p> <p>Caroline was pleased to have been invited by two community psychiatric nurses in Derby City to talk about their passion for forensic work which gave valuable insight as to how the Trust can take forensic services forward.</p> <p>Much contact was made with governors in October through meetings of the Nominations and Remuneration Committee, Governance Committee and Council of Governors and regular discussions were held with the Lead Governor and Deputy Lead Governor.</p>

	<p>Caroline also attended STP meetings in October and participated in an STP summit at the end of the month when she learnt from the experience of other STP leads in the country which really added value.</p> <p><b>RESOLVED: The Board of Directors noted the activities of the Trust Chair throughout the month of October</b></p>
<p><b>DHCFT 2017/155</b></p>	<p><b><u>CHIEF EXECUTIVE’S REPORT</u></b></p> <p>The Chief Executive’s report provided the Board of Directors with an update on developments occurring within the local Derbyshire health and social care community. The report also updated the Board on feedback from external stakeholders such as commissioners and feedback from staff. The report was used to support strategic discussion on the delivery of the Trust strategy.</p> <p>Ifti Majid referred to the Race Disparity Audit that was released in October which reviewed how public services treat different ethnicities across the UK and spoke about how this is helping him understand the disparities that affect the Trust and its community services from a staff and service user perspective. He particularly focused on how leadership is represented in the NHS. In 2016 only 7% of very senior managers and 11% of senior managers were from an ethnic minority group. 93% of NHS board members in England are white. Ifti is currently only one of four foundation trust chief executives from a BME background in the country and he noted that this was very poor compared to the number of Board members that come from a BME background.</p> <p>Ifti drew attention to the introduction of the Trust’s reverse mentoring scheme operating through the BME Network that will be launched this Friday which will demonstrate how far the Trust has come in understanding what it feels like to work within the organisation, what the opportunities are and what the disparities might be. He talked about how he had met with staff who were able to tell him what it feels like to work in the Trust. He was very proud to be able to have this dialogue with staff and was very gratified to hear that staff are saying that they have seen an improvement. He felt it was good to hear this directly from people rather than just through the Staff Survey or the Pulse Check and it gave him an opportunity to observe people’s ability make positive improvements to the organisation. The importance of having a stable leadership to enable teams to perform at a high level was the message coming through and he was very pleased to receive this type of feedback.</p> <p>Ifti Majid’s report also included the refreshed version of the Adult Autism Strategy that set out how commissioners are going to respond to the national requirements and the priority areas here in Derbyshire. The refreshed strategy was seen as an improvement on the previous version and Ifti was pleased to report that the Trust will have further opportunity to contribute to the Strategy through the Health and Wellbeing Boards and he invited Board members to provide him with their comments for inclusion in a further version of the Autism Strategy.</p> <p>Having discussed how the Trust could improve the environment and treatment pathways for people who are on the autism spectrum the Board supported the development of the Autism Strategy, although it was agreed that further clarity was required as to the Trust’s statutory responsibilities in the provision of care. Ifti Majid proposed that he would draft a letter to commissioners with support from executive colleagues recommending that the Trust works with commissioners to ensure a partnership approach is taken in providing equitable outcomes for people with autism.</p> <p>The Board was concerned about the statutory requirements for the treatment of autism and proposed that risks relating to compliance are integrated in the Board Assurance Framework (BAF) under risk 1b.</p> <p><b>ACTION: Letter to be drafted to commissioners with support from executive</b></p>

	<p><b>colleagues regarding equitable treatment for people with autism</b></p> <p><b>ACTION: BAF risk 1b to be updated to include risks associated with autism treatment compliance</b></p> <p><b>RESOLVED: The Board of Directors noted the Acting Chief Executive's update</b></p>
<p><b>DHCFT 2017/156</b></p>	<p><b><u>STP UPDATE</u></b></p> <p>Ifti Majid presented an update on the Sustainability and Transformation Partnership (STP) that will work under the Joined Up Care Derbyshire business case. The presentation also served as a reminder about the original aim of the STP in improving health and wellbeing, quality and supporting improved effectiveness. It also set out how foundation trusts, local authorities for both Derby city and the county and GPs will treat long term conditions better and provide care in the right place, when people need it at the right time working together with social care.</p> <p>Ifti talked about how the STP is moving in partnership supporting the national direction to towards an Accountable Care System (ACS) which aims to manage the way people are living longer and being supportive in meeting people's general health and wellbeing. He explained how mental health clinical reference groups are devising mental health priorities to provide intensive support for people with dementia in local communities and are developing innovative and specific pathways for people with delirium. He also explained how rehabilitation and forensic work streams will be set up in the community for people who have forensic history. More help will also be provided for people who have complex needs such as learning disabilities and autism.</p> <p>The presentation outlined the need to talk to people in Derbyshire to establish different ideas. The STP has set up partnership working with Healthwatch Derby and Derbyshire and various stakeholder events have been held across the county that are designed to talk to people about the future of health and social care.</p> <p>Caroline Maley concluded that it was useful to receive the presentation that showed what the STP is trying to achieve and which also complements the Trust's model of care. She was aware that there are some fundamental areas within the STP that still need to be understood and taken forward and she saw this as an opportunity for the Trust to be system leaders within the STP. The Board's Committees will be involved in STP progress and she proposed that STP updates become regular agenda items at forthcoming meetings.</p> <p><b>RESOLVED: The Board of Directors noted the STP update presentation</b></p>
<p><b>DHCFT 2017/157</b></p>	<p><b><u>INTEGRATED PERFORMANCE AND ACTIVITY REPORT (IPR)</u></b></p> <p>The IPR provided the Trust Board with an integrated overview of performance as at the end of September 2017 that focussed on workforce, finance, operational delivery and quality performance. The report showed that the Trust continues to perform well against many of its key indicators with improvement continuing across many services despite the pressure felt within inpatient and community services.</p> <p>This report included a further enhancement of the Quality Dashboard that identified trends over the past six months and the past two quarters. This month the executive summary focused on the main inter-relationships between current performance concerns along with actions and mitigations that the Executive team are taking forward.</p> <p>Acting Chief Operating Officer, Mark Powell, highlighted the key issues that remain a challenge within inpatient and community services and outlined the action plans that are in place to mitigate the challenges around inpatient staffing and recruitment. He talked about the Red2Green programme which has been designed to focus on the most efficient use of resource available to reduce length of stay which will impact positively on bed</p>

	<p>occupancy and the need for placing patients out of area.</p> <p>Mark drew attention to the programmes of work that have been designed to mitigate the risks outlined in the community services section of the report and assured the Board that challenges around agency spend are being managed on a day to day basis and are also addressed through the People &amp; Culture Committee. He was pleased to report that recent decisions have had a positive effect on the recruitment pipeline as well as the overall recruitment position. He was especially pleased to report that work has taken place to appoint specific members of staff into positions that have previously been difficult to recruit to.</p> <p>From a financial perspective, Director of Finance and Deputy Chief Executive, Claire Wright reported that the financial effect of issues identified in the report remained the same as the previous month. The Trust is ahead of plan for the year to date by £1.1m and the forecast to achieve the control total at the end of the financial year remains in place. Since the start of the year the forecast for agency has been increasing and the Trust is now very close to achieving a rating of 4 in agency spend ceiling by the end of the year. She emphasised the need to stay within this range in order to meet the objective of being less than 50% above the agency ceiling rate by the end of this year.</p> <p>Claire reported that additional cost improvement action is required to achieve the 2017/18 control total financial plan, highlighting the associated risk that this year's non-recurrent CIP will create for 2018/19. She also alerted the Board to the risk that commissioner driven disinvestment schemes have not yet been agreed. Discussions are taking place with commissioners and the risks associated with QIPP (Quality, Innovation, Productivity and Prevention Programme) disinvestment are captured in the BAF.</p> <p>Director of Nursing and Patient Experience, Carolyn Green, said that although agency spend is difficult the Trust is integrating a skills competency system to ensure continuity of care and safer staffing. This is enabling staff to be developed so they can progress in their career rather than being moved around different service areas. In response to Deputy Trust Chair and NED, Julia Tabreham asking if there are specific areas relying on agency staff that might impact on quality demands, Claire Wright explained that although she was concerned that the Trust might breach the 50% ceiling on agency staff she assured her that quality of care priorities would always override the financial impact in decisions on engaging agency staff and financial impact would then have to be managed.</p> <p>Ifti Majid was pleased to observe that despite the pressure felt due to staff vacancies the Trust had maintained and exceeded breast feeding targets and recognised that this was the result of the tremendous work carried out by health visitors.</p> <p><b>RESOLVED: The Board of Directors considered the Integrated Performance Report and obtained significant assurance on current performance across the areas presented.</b></p>
<p><b>DHCFT 2017/158</b></p>	<p><b><u>OUTPATIENT CLINICS</u></b></p> <p>This report provided the Board with an understanding of the importance of the outpatient clinic model of working and the challenges of the model as well as actions proposed to address these challenges.</p> <p>Outpatient clinics are an efficient means of providing care to patients in a way that is largely positively received by patients. The Board was mindful that concerns exist over the patient experience of the outpatient clinic due to appointment cancellations, and the efficiency of clinics due to failed attendance. The experience of patients attending appointments is not uniformly good and a recent concern was raised in a service receiver story heard earlier in the year about the accessibility of care records to all doctors providing clinic appointments. Medical Director, John Sykes, assured the Board that he is working with clinical reference groups to ensure that all staff are trained on the Paris electronic patient record system immediately they commence work with the Trust.</p>

	<p>The report identified a number of suggestions for the smooth running of clinics from administrative, to clinician and care pathway related factors and also contained an action plan to improve clinic performance. The Board understood the challenges faced in providing clinics in the current climate of recruitment difficulties in both medical and nursing staff and acknowledged that this is a national problem that is hard to control.</p> <p>The Board discussed the main issues affecting the efficiency of outpatient clinics. Outpatient clinics often receive patients that do not fit within other areas. This is a national problem and it was noted that the action plan contained in the report set out a number of solutions that are being sought to improve the quality of outpatient services. These included a range of options to suit individual needs and the different geographic areas within Derbyshire and associated community resources.</p> <p>The Board was also conscious of significant challenges in treating people with personality disorders. There is currently no dedicated local pathway or effective treatment which means patients are sent out of area for treatment. The report recommended that help can be offered locally and that personality disorder pathways will be developed. The Board was pleased to hear that commissioners are being urged to consider the development of personality disorder and forensic pathways within the community setting to improve patient interventions and reduce blocks within clinics as part of contracting rounds and STP developments.</p> <p>The Board agreed that the current outpatient model needs to be redesigned and recommended that this is completed at pace. It is necessary to ensure that existing resources meet the needs of the service and that patient safety is maintained. It was clear from discussions that front line staff have good ideas how to improve the outpatient service and the Board supported the need to develop and empower staff within inpatient services to do things differently in order to overcome internal difficulties and improve clinic performance.</p> <p><b>RESOLVED: The Board of Directors:</b></p> <ol style="list-style-type: none"> <li>1) <b>Noted the importance of outpatient clinics as an efficient means of providing care to our patients in a way that is largely positively received by patients</b></li> <li>2) <b>Noted the challenges faced in providing clinics in the current climate of recruitment difficulties of both medical and nursing staff and increasing demand on services</b></li> <li>3) <b>Noted the actions being taken to improve the position</b></li> <li>4) <b>Reviewed and agreed to the proposed action plan to improve the patient experience of outpatient clinics through improved clinic performance.</b></li> </ol>
<p><b>DHCFT 2017/160</b></p>	<p><b><u>DEEP DIVE – NUTRITIONAL CARE ACROSS MENTAL HEALTH INPATIENT SERVICES</u></b></p> <p>Lead Dietitian and Service Manager Kayleigh Daltrey and Catering Manager, David Harrison joined the meeting with Dietitians Mohamed Sheilabi, Jalak Chag and Rebecca Abbott and provided the Board with an insight into the provision of nutritional care across inpatient services. The Board heard how the subject of this deep dive arose from an inspiring quality visit undertaken by Claire Wright which ties in closely with quality priorities particularly physical healthcare priorities and patient-centred care.</p> <p>The Board heard how close cross team working between the dietician team and the catering team had made immense progress in improving nutritional care for inpatients and was interested to learn about the analysis that went into menu preparation. The Board was particularly interested to hear that the dietician team meets with service users on the ward to assess dietary requirements with people who have a range of different nutritional care needs.</p> <p>The team was particularly proud of embracing innovative ways of working and had developed a healthy cooking education and skills group for service users working</p>

alongside the Occupational Therapists identifying the importance of nutrition in mental healthcare.

The Board heard that the team’s most significant challenge is around recruitment in terms of supply and demand of qualified staff. Working in mental healthcare is one of the least popular dietician areas to work in and is classed as a specialist area. Kayleigh Daltrey described how she was working with the University of Nottingham and establishing a placement scheme for student dieticians which she hoped would improve capacity.

The Board acknowledged the difficulties in recruiting dieticians to the Trust. Director of People and Organisational Effectiveness, Amanda Rawlings undertook to support Kayleigh in developing a study case to demonstrate what can attract student dieticians to work in mental health.

Catering Manager, David Harrison talked about how he works closely with procurement developing healthier and more sustainable menus. He and the dieticians have managed to reduce 58 recipes in fat, sugar and salt and these recipes are now far healthier and more fruit and fibre is being introduced into menus.

The team were keen to talk about the future vision for dietetics and catering to continue to work collaboratively to provide high standards of nutritional care and meet service users’ needs.

Barry Mellor had observed that there is no professional lead for dieticians within the Trust and asked how this could make a difference. Kaleigh said that having a specific lead professional for dietetics could improve nutrition in challenging areas such as the substance misuse and learning disabilities services and could ensure that a dietitian could be part of the wider services.

The Board understood the importance of integrating the role of the dietitian in improving the physical healthcare of service users and thanked the Dietetics and Catering teams for the innovative work they are carrying out in enhancing nutritional care and improving the physical health of people with mental health problems.

**RESOLVED: The Board of Directors considered and noted the presentation made by the Nutritional Care and Catering teams and expressed support for the plans for future improvement outlined above.**

**DHCFT  
2017/158**

**QUALITY POSITION STATEMENT**

Carolyn Green provided the Board of Directors with an update on the organisation’s continuing work to improve the quality of services that are provided in line with the Trust Strategy, Quality Strategy and Framework and strategic objectives.

The theme of this position statement was concerned with partnerships and how the Trust operates with partners to equalise the demand on services which is critical to future sustainability. Carolyn Green drew attention to the early help pathway and how the Trust is working with multi-agency teams within social care and school nursing to provide direct and targeted psychological therapy to improve the access to psychological therapy for health conditions and psychological distress being experienced by children and young people to reduce demand in young people coming into CAMHS (Child and Adolescent Mental Health Services). She explained that this is now part of the national agenda and will help integration with school nursing.

Carolyn referred to the ‘#iwill’ campaign and indicated that the children’s services teams had requested that the Board supports this social action initiative. This is a UK wide campaign that aims to make social action part of life for as many ten to twenty year olds as possible by the year 2020. Through collaboration and partnership, this campaign is promoting the benefits of youth social action and is working to embed it in the journey of young people and create fresh opportunities for participation. Between 20 and 24

	<p>November #iwill campaign partners will be involved in a wide range of activities highlighting how youth social action is helping build communities in all parts of the UK and to showcase the cross-sector, cross-party support that the #iwill movement has generated since launching four years ago.</p> <p>The Board gained significant assurance from the Quality Position Statement with regard to patient safety and pledged its support to the #iwill campaign. The Board noted the continued traction of CQC actions and was assured that these were being monitored by the Quality Committee and Mental Health Act Committee and thanked both Committees for their sustained support in following these actions through to completion.</p> <p><b>RESOLVED: The Board of Directors:</b></p> <ol style="list-style-type: none"> <li>1) Received and noted the Quality Position Statement</li> <li>2) Gained significant assurance with regard to safety</li> <li>3) Gained significant assurance with regard to the completion of CQC actions</li> <li>4) Gained significant assurance on the Trust's arrangements for learning from deaths</li> </ol>
<p><b>DHCFT 2017/159</b></p>	<p><b><u>BOARD ASSURANCE SUMMARIES &amp; ESCALATIONS</u></b></p> <p>Assurance summaries were received from the meetings of the Safeguarding Committee held on 7 September, Audit and Risk Committee held on 3 October and Quality Committee held on 12 October. Committee Chairs summarised the escalations that had been raised and these were noted by the Board as follows:</p> <p><b>Safeguarding Committee:</b> No additional comments were raised with regard to the Safeguarding Committee meeting held on 7 September.</p> <p><b>Audit &amp; Risk Committee:</b> Committee Chair, Barry Mellor outlined how a deep dive into BAF risk 2a System Change was conducted at the October meeting. He explained that this risk is rated as extreme and many of the mitigations are outside of the Trust's direct influence which is a challenge as a sovereign Board alongside system responsibilities. He was concerned that responsible executives have to balance the requirements of this organisation and the STP and suggested that Executive Directors consider the potential to expand the current BAF risk or create a new BAF risk addressing the Trust's sovereignty/STP issue.</p> <p>The Committee received significant assurance on progress being made with the Corporate Governance Framework and recommended the Corporate Governance Framework for ratification at today's Board meeting. Barry Mellor looked forward to the Executive team sharing their thoughts on how people can be supported to produce more effective reports and expected this to take place within the broader committee structure development work.</p> <p><b>Quality Committee:</b> Committee Chair, Julia Tabreham explained that discussions held within the Committee mainly relate to the extreme pressure being felt within community health provision. She was pleased to report that the Committee's meetings are becoming more effective and strategically focussed and that reports are becoming more succinct.</p> <p><b>RESOLVED: The Board of Directors received and noted the Board Committee Assurance Summaries and Escalations</b></p>
<p><b>DHCFT 2017/161</b></p>	<p><b><u>BOARD ASSURANCE FRAMEWORK(BAF)</u></b></p> <p>This report detailed the third issue of the BAF for 2017/18. Director of Corporate Affairs and Trust Secretary, Sam Harrison informed the Board that the Audit and Risk Committee on 3 October 2017 scrutinised and challenged the risk ratings and recommended that the Board approve this third issue, but had proposed that Executive Directors consider the potential to expand the current BAF risk or create a new BAF risk to address sovereignty/STP issues associated with risk 2a (inability to deliver system</p>

	<p>wide change) during the next round of updates of the BAF cycle (issue 4 of the BAF).</p> <p>It was clarified that Deep Dives for risks rated as extreme are reported to the Audit and Risk Committee and other BAF risks are reported within the respective Board Committees. The Board noted that the report now showed the BAF ratings for Q1 and Q2 which identified the adjustment in ratings throughout the year. Sam Harrison assured the Board that challenge takes place through the Executive Leadership Team to determine the risk ratings and undertook to include a narrative within the BAF to reflect the rationale in support of the risk ratings.</p> <p><b>ACTION: BAF to include narrative to support the rationale of risk ratings</b></p> <p><b>RESOLVED: The Board of Directors:</b></p> <ol style="list-style-type: none"> <li>1) <b>Agreed and approved this third issue of the BAF for 2017/18</b></li> <li>2) <b>Obtained significant assurance that the paper provides the process of the review, scrutiny and update of the BAF in seeking to identify and mitigate risks to achieving the Trust's strategic objectives</b></li> </ol>
<p><b>DHCFT 2017/162</b></p>	<p><b><u>CORPORATE GOVERNANCE FRAMEWORK REFRESH 2017</u></b></p> <p>Sam Harrison presented the updated and refreshed Corporate Governance Framework to the Board for approval.</p> <p>The Trust's Corporate Governance Framework was developed and approved in July 2016 as part of the Governance Improvement Action Plan and as good governance practice. The framework has now been reviewed in line with the agreement for annual refresh and a range of amendments have been made. The framework and changes were reviewed by the Audit and Risk Committee at the meeting on 3 October and subject to the addition of detail relating to the membership of the Trust Management Team, which has now been added, the Committee recommended that the framework be submitted to the Board for approval.</p> <p>The Board was satisfied that the framework was scrutinised by the Audit and Risk Committee in October and in acknowledging the importance of the document approved the Corporate Governance Framework.</p> <p><b>RESOLVED: The Board of Directors:</b></p> <ol style="list-style-type: none"> <li>1) <b>Approved the Corporate Governance Framework including:</b> <ul style="list-style-type: none"> <li>• <b>Board roles and responsibilities</b></li> <li>• <b>Structures and processes for Escalation</b></li> <li>• <b>Scheme of Delegation and decisions reserved for the Board</b></li> </ul> </li> <li>2) <b>Confirmed agreement with the updated Terms of Reference with regards to the addition of standardised paragraphs</b></li> <li>3) <b>Agreed the update to the Standing Financial Instructions to align procedure relating to use of the Seal</b></li> <li>4) <b>Recommended the implementation of the Corporate Governance Framework to be implemented throughout the Trust</b></li> <li>5) <b>Noted the review of the Board Committee structure as part of year-end review arrangements to be undertaken in March/April 2018</b></li> </ol>
<p><b>DHCFT 2017/163</b></p>	<p><b><u>GOVERNANCE IMPROVEMENT ACTION PLAN SIX MONTH UPDATE</u></b></p> <p>Sam Harrison presented the Board with an update report on the embeddedness of actions undertaken as part of the Trust's Governance Improvement Action Plan (GIAP).</p> <p>It was clarified that all actions within the Governance Improvement Action Plan were completed and signed off by the Trust Board in May 2017. A key focus of the GIAP was to ensure ongoing implementation of the actions and embeddedness in business as usual for the Trust. The Board undertook to be assured through a six month update outlining evidence and updates on further work relating to actions that fall under the remit</p>

	<p>of the Board and its Committees. Sam Harrison gave an overview of how each Board Committee scrutinised all recommendations falling within their remit and had agreed the RAG ratings.</p> <p>The Board reviewed the summarised position of the progress made against the recommendations assigned to the Board Committees and was satisfied that they have now been embedded through the action taken to address GIAP recommendations and agreed the RAG ratings as proposed. In order to be further assured of the implementation of the agreed actions, particularly those noted to require further evidence of embeddedness (that is currently designated as amber) the Board agreed that a further and final review will be undertaken in March 2018.</p> <p><b>ACTION: Further review of the GIAP is to take place in March 2018 and is to be captured in the forward plan</b></p> <p><b>RESOLVED: The Board of Directors:</b></p> <ol style="list-style-type: none"> <li><b>1) Received assurance from the evidence as outlined and assurance from Board Committees on the embeddedness of actions taken to address GIAP recommendations</b></li> <li><b>2) Considered and agreed the RAG ratings as proposed</b></li> <li><b>3) Agreed that a further review will be undertaken in March 2018 to confirm sustained implementation of actions to address GIAP recommendations and full implementation of those actions currently outlined as amber.</b></li> </ol>
<p><b>DHCFT 2017/164</b></p>	<p><b><u>IMPLEMENTATION OF RECOMMENDATIONS FROM DELOITTE PHASE 2 REPORT</u></b></p> <p>Sam Harrison presented an update on progress with the implementation of recommendations arising from the Deloitte (Phase 2) external review undertaken during April 2017.</p> <p>In March/April 2017 Deloitte LLP undertook an external assurance exercise to review governance arrangements within the Trust. The review focussed in particular on the extent of progress against the recommendations set out in their initial report dated 22 February 2016, which in turn were incorporated into the Governance Improvement Action Plan. The review focussed on three specific areas, namely human resources and culture, governance and Board effectiveness. Seventeen recommendations were outlined within the final report, which were accepted when the report was presented to the Trust Board in May. It had been agreed that an update against the recommendations would be presented to the Board in six months' time.</p> <p>Sam Harrison described how the Well Led Review was a mechanism which enabled the Trust to review its governance arrangements and identify potential areas of development as part of continuous improvement.</p> <p>The Board confirmed that it had gained assurance from the evidence shown in the report that actions arising from the Deloitte (Phase 2) external review had been progressed. Areas requiring additional evidence or action are already identified within business as usual and ongoing embeddedness review of the GIAP.</p> <p><b>RESOLVED: The Board of Directors:</b></p> <ol style="list-style-type: none"> <li><b>1) Received assurance on the process used to identify and agree progress with the actions arising from the Deloitte Phase 2 review</b></li> <li><b>2) Noted the overlap with GIAP actions that are also being monitored for embeddedness within the organisation as 'business as usual'</b></li> <li><b>3) Agreed that a further review of progress will be undertaken by the Executive Team in December 2017/January 2018, to align with the review of embeddedness of GIAP actions and receipt of the Deloitte phase 3 external review report</b></li> </ol>
<p><b>DHCFT</b></p>	<p><b><u>ANY OTHER BUSINESS</u></b></p>

2017/165	<p>Carolyn Green informed the Board that the Trust had been awarded a two star Triangle of Care award, for the work it has carried out with carers. She was proud to say that the Trust has now joined a very small number of mental health trusts who have achieved this validation.</p> <p>The Board recognised that the amount of work and commitment to the Triangle of Care throughout the organisation was evident and extended thanks to the project team and carers who contributed to this achievement.</p>
DHCFT 2017/166	<p><b><u>IDENTIFICATION OF ANY ISSUES ARISING FROM THE MEETING FOR INCLUSION OR UPDATING IN THE BOARD ASSURANCE FRAMEWORK</u></b></p> <p>It was agreed that as a result of today's discussions autism compliance will be integrated into BAF risk 1b.</p>
DHCFT 2017/167	<p><b><u>2017/18 BOARD FORWARD PLAN</u></b></p> <p>The forward plan was noted by the Board and would be updated in line with today's discussions.</p>
DHCFT 2017/168	<p><b><u>MEETING EFFECTIVENESS</u></b></p> <p>The Board considered that strategic discussions were evident throughout the meeting and that the STP update presentation was very relevant to the Trust's strategy.</p>
DHCFT 2017/169	<p><b><u>REPORT FROM THE CONFIDENTIAL COUNCIL OF GOVERNORS MEETING</u></b></p> <p>This report was provided for information and was noted by the Board.</p> <p><b>RESOLVED: The Board of Directors noted the report from the Confidential Council of Governors meeting held on 26 September 2017.</b></p>
<p>The next meeting of the Board held in Public Session will take place at 1pm on Wednesday, 31 January 2017.</p> <p style="text-align: center;"><b>The location will be Conference Rooms A&amp;B Research and Development Centre, Kingsway, Derby DE22 3LZ</b></p>	



BOARD OF DIRECTORS (PUBLIC) ACTION MATRIX - NOVEMBER 2017							
Date	Minute Ref	Item	Lead	Action	Completion Date	Current Position	
27.7.17	DHCFT 2017/120	Integrated Performance Report	Mark Broadhurst John Sykes Green	Report identifying patient measures through IT solutions developed with clinicians to be received by the Quality Committee and Finance & Performance Committee prior to a report setting out the solutions being submitted to the Board on 29 November	1.11.2017	Report outlining outpatient clinic model received at 1 November 2017 meeting	Green
1.11.17	DHCFT 2017/155	Chief Executive's Report	Ifti Majid	Letter to be drafted to commissioners with support from executive colleagues regarding equitable treatment for people with autism	29.11.2017	Letter completed and sent	Green
1.11.17	DHCFT 2017/155	Chief Executive's Report - Adult Autism Strategy	Ifti Carolyn Green	BAF risk 1b to be updated to include risks associated with autism treatment compliance	29.11.2017	BAF Risk 1b updated with actions relating to transforming care for LD service including review of Autism Strategy	Green
1.11.17	DHCFT 2017/163	Governance Improvement Action Plan Six Month Update	Sam Harrison	Further review of the GIAP is to take place in March 2018 and is to be captured in the forward plan	28.3.2017	Agenda item for 28 March 2018 meeting	Yellow

<b>Resolved</b>	<b>GREEN</b>	3	75%
<b>Action Ongoing/Update Required</b>	<b>AMBER</b>	0	0%
<b>Action Overdue</b>	<b>RED</b>	0	0%
<b>Agenda item for future meeting</b>	<b>YELLOW</b>	1	25%
		4	100%



## **Chief Executive's Report to the Board of Directors**

### **Purpose of Report**

This report provides the Board of Directors with feedback on changes within the national health and social care sector as well as providing an update on developments occurring within our local Derbyshire health and social care community. The report also updates the Board on feedback from external stakeholders such as our commissioners and feedback from our staff. The report should be used to support strategic discussion on the delivery of the Trust strategy.

### **National Context**

1. NHS Improvement has made a number of changes to the Single Oversight Framework (SOF). Whilst they have not made any changes to the underlying framework itself they have made a number of broader amendments linked to:

- Structure and presentation of the document
- Changing some of the metrics to assess provider performance. In relation to our organisation there are a number of key alterations
  - We will now have to report inappropriate adult mental health out of area placements
  - Data Quality Maturity Index (DQMI) will replace the previous priority and identifier metrics associated with Mental Health Minimum Data Set (MHMDS)
  - NHSI will now review/assess the STP (Sustainable Transformation Partnership) leadership when considering providers performance under the 'strategic change' part of the framework

Now these changes have been clarified we will be ensuring the metrics we use through the integrated performance report are altered in line with them and improvement plans developed as needed.

2. NHS England has announced that Professor Stephen Powis has been appointed as its new National Medical Director. The role was subject to open competition and the appointment made by the Board of NHS England. Professor Powis, is currently Group Chief Medical Officer at the Royal Free London NHS Foundation Trust, and will succeed Professor Sir Bruce Keogh in his national role in the New Year. He is currently a practicing hospital consultant, a Professor of Renal Medicine at University College London as well as Chief Clinical Information Officer of the Royal Free Trust. He has also served on the board of an NHS Clinical Commissioning Group, as chair of the Association of UK University Hospitals medical directors group and a board member of Medical Education England.

3. With the national focus on dementia it is very important not to forget those older adults with 'functional' or mood disorders. Nearly half of adults (7.7million) aged 55+ say they have experienced depression and around the same number (7.3 million) have suffered with anxiety, according to new YouGov research for the charity Age UK – revealing the scale of the mental health challenge facing older people in the UK today.

The death of loved ones (36 per cent) ill health of themselves (24%) and financial worries (27 per cent) are the most common triggers for mental health problems, yet worryingly more than a third (35%) say they did not know where to go for help and support. This comes as NHS England has published new guidance – ‘Mental health in older people’ – to help GPs spot the tell-tale signs of anxiety and depression, and identify a range of mental health problems including those which specifically affect older people. One in five (21 per cent) of the people who reported suffering from anxiety or depression said that their symptoms had in fact worsened as they’d got older.

Research indicates feelings of loneliness and isolation could play a major role in the problems older people are facing. Nearly three-quarters of older people (72%) think that having more opportunities to connect with other people (e.g. joining local activity groups) would be the best way to help people who are experiencing mental health problems.

As well as having opportunities to connect with other people, more than a third (35%) felt that talking therapy such as counselling would best help older people with anxiety and depression. Research has found older people respond extremely well to talking therapies; the recovery rates for patients aged over 65 years of age who completed a course of talking therapy through the Increasing Access to Psychological Therapies programme (IAPT) were shown to be positive. One in four older people (25%) said they felt it was more difficult for older people to discuss mental health issues such as anxiety or depression, compared to younger people. The top reasons given were:

- When older people were growing up, society didn’t recognise depression or anxiety as a health condition
- Depression and anxiety used to be seen as a weakness, so it’s not something the older generation are comfortable discussing
- The older generation were taught to approach life with a “stiff upper lip”

### **Local Context**

4. The Nottinghamshire and Derbyshire Quality Surveillance Group (QSG) has carried out its quarter 2 review of our Organisation. As per national QSG guidance a surveillance rating system is in place which monitors ongoing, new and closed concerns. After due consideration and based on the discussion during the meeting, the QSG agreed that we as a Trust should remain on Routine Surveillance. This is good news and demonstrates continued quality compliance with expected standards.
5. On 9 November we held the second engagement event across all ten organisations and primary care in Derbyshire related to the mental Health STP Workstream. It was very heartening to have in excess of 70 staff from all Organisations passionately engaged in the focus of the session which was the future mental health workforce and how we meet the requirements of the Mental Health 5 Year Forward View, the requirements being captured in a specific national mental health workforce strategy.

The task is now to capture the workforce needs linked to some of the emerging clinical models. We are anticipating needing to make a return to NHS England linked to the following 4 areas

- Nursing

- Medical
- Psychological Therapies
- New Roles

### **Within our Trust**

6. I am delighted to advise the Board that Dr Subodh Dave, Consultant Psychiatrist has been awarded the psychiatric trainer of the year award by the Royal College of Psychiatrists, this is a great accolade and testament to the commitment over many years Subodh has shown to his education roles.
7. Monday 13 November was the first of our new Staff Forums. I have attached the agenda for you to see at appendix 1. The Forum was well attended though now it is launched I hope this will encourage more representatives to come forward. The Forum is a staff led meeting with an external facilitator where four or five issues are raised (following staff meeting to agree those priorities) and then discussed with a prime focus on actions. This Forum forms a key plank in our engagement approach and our absolute commitment to put our colleagues first as a clear strategy to help develop a culture of continued quality improvement.
8. 3 November saw us launch our reverse mentoring for equality, diversity and inclusion with a sample of mentor training and a great career development masterclass led by Rasheed Ogunlaru who is a life coach. In addition (a little late) we also celebrated Black History Month with some thoughts and reflections from our BME Network representatives about those who had acted as an influence in their life. This session was a good lead in to this year's Equality and Diversity grading review that was held on 23 November focussing on our Children's service. Thank you to all of those who attended and contributed to the honest appraisal of our services.
9. Since our last Board meeting on 1 November I have held the first of my 'lfti on the Road' drop in engagement sessions. To be fair I didn't go too far in the road – Kingsway Hospital site but I had a steady queue of people coming to talk to me about what it was like to work in the Trust. A few of the themes/discussion areas included:
  - How we use our data and information and how we could better use it to inform transformation/service change in particularly related to HONOS (Health of the Nation Outcome Scales) and clustering
  - Some very practical issues were raised with me around access to rooms to see patients in and lack of reception staff specifically in relation to our IAPT services.
  - In some instances it was reported to me that it can be still difficult to feel that issues raised are going to be taken seriously – a recognition that the most senior leaders are more accessible and responsive however this isn't always replicated throughout all levels according to the feedback I received.

I would ask the Board to note that the Executive Team are focussed on actions from this feedback and where appropriate I have already fed back to individuals the action we have taken.

10. I continue to meet with local MPs to discuss the business of the Trust and raise the challenges faced by people who need to use our services. I recently reported I had met with Mr Toby Perkins (MP for Chesterfield). Following our meeting Toby wrote to the Secretary of State raising the profile of lack of funding into the mental health sector

and our organisation as well as reminding the Secretary of State about the letter written to him by a cohort of MPs on the eve of World Mental Health Day. I have attached a copy of the letter I received from Toby, the letter he sent to the Secretary of State and a copy of the letter sent by all MPs for the Boards information. In addition during November I have met with Ruth George (MP for the High Peak) and we spoke about the draft Autism strategy we discussed at last month's Board meeting, the move to developing Dementia Rapid Response Teams in North Derbyshire as part of Better Care Closer to Home and how best to sign post people attending her surgeries with mental health difficulties

11. On Wednesday 15 November it was the Delivering Excellence Awards. A great vintage themed event where we were able to celebrate some of the exceptional work our colleagues carry out day in day out to ensure the best outcomes for the people of Derbyshire. It was a truly inspiring event and a real demonstration of the commitment to high quality care that happens in our services. Thank you to all those people from our communications, catering, estates and learning/development that made the afternoon such a great success.

### Strategic considerations

1) We will deliver <b>quality</b> in everything we do providing safe, effective and service user centred care	X
2) We will develop strong, effective, credible and sustainable <b>partnerships</b> with key stakeholders to deliver care in the right place at the right time	X
3) We will develop our <b>people</b> to allow them to be innovative, empowered, engaged and motivated. We will retain and attract the best staff.	X
4) We will <b>transform</b> services to achieve long-term financial sustainability.	X

### Assurances

- Our strategic thinking includes national issues that are not immediately in the health or care sector but that could be of high impact.
- The Board can take assurance that Trust level of engagement and influence is high in the health and social care community
- Feedback from staff is being reported into the Board

### Consultation

- The report has not been to any other group or committee though content has been discussed in various Executive meetings

### Governance or Legal Issues

- This document presents a number of emerging reports that may become a legal or contractual requirement for the Trust, potentially impact on our regulatory licences

## Public Sector Equality Duty & Equality Impact Risk Analysis

The author has a responsibility to consider the equality impact and evidence on the nine protected characteristics (REGARDS people) (Race, Economic disadvantage, Gender, Age, Religion or belief, Disability and Sexual orientation)).

There are no adverse effects on people with protected characteristics (REGARDS).

There are potential adverse effect(s) on people with protected characteristics (REGARDS). Details of potential variations /inequalities in access, experience and outcomes are outlined below, with the appropriate action to mitigate or minimise those risks.

x

### Actions to Mitigate/Minimise Identified Risks

This document is a mixture of a strategic scan of key policy changes nationally and locally that could have an impact on our Trust and the reporting of internal actions and feedback I have received relating to the strategy delivery.

Any implementation of national policy in our Trust would include a repeat Equality Impact Assessment even though this will have been completed nationally.

That said some of the reports both nationally and within the Derbyshire system have the potential to have an adverse impact on people with protected characteristics (REGARDS).

Internal Trust and wider system transformation schemes all need to involve an appropriate equality impact assessment in order to mitigate any risks that are identified in actions being proposed

That equality impact assessment carried out will determine a response to the three aims of the general equality duty:

- identifying barriers and removing them before they create a problem,
- increasing the opportunities for positive outcomes for all groups, and
- using and making opportunities to bring different communities and groups together in positive ways.

The specific work we are doing in relation to Reverse mentoring for equality and inclusion is a great example of positive action taking to both understand more about the needs of protected groups as well as importantly taking clear action to improve outcomes that in this case relate to job satisfaction, career progression and reducing rates of staff from BAME (British, Black, Asian, and minority ethnic) backgrounds feeling bullied or harassed.





**TOBY PERKINS**  
Member of Parliament for Chesterfield

113 Saltergate  
Chesterfield  
S40 1NF



sm

Mr Ifti Majid  
Chief Executive  
Derbyshire Healthcare NHS Foundation Trust  
Trust HQ, Bramble House  
Kingsway Site, Kingsway  
Derby  
DE22 3LZ

Our Ref: CW/DERB01025/01170968

16 October 2017

Dear Mr Majid

**Re: Mental Health Funding**

Many thanks for your letter.

Firstly, congratulations on securing the permanent Chief Executive position at Derbyshire Healthcare NHS Foundation Trust. This is well-deserved following the difficult period you have navigated through and the massive turnaround in the Trust's management and performance.

I have attached a copy of the letter I have sent to the Health Secretary, Jeremy Hunt, regarding mental health funding. I have also attached a copy of a letter that I was a co-signatory to, along with 160 MPs, calling on the Prime Minister to ring-fence mental health funding.

I will contact you again as soon as I have received a reply.

In the meantime if I can be of further assistance to you in this or any other matter, please do not hesitate to contact me again.

Yours sincerely

**Toby Perkins MP**  
Labour Member of Parliament for Chesterfield



---

**Toby Perkins, Member of Parliament for Chesterfield**

[www.tobyperkins.org.uk](http://www.tobyperkins.org.uk) ☎ 01246 386 286 📧 [toby.perkins.mp@parliament.uk](mailto:toby.perkins.mp@parliament.uk)

The Rt Hon Jeremy Hunt MP  
Secretary of State for Health  
Department of Health  
Richmond House  
79 Whitehall  
London  
SW1A 2NS

Our Ref: DERB01025/01170968

16 October 2017

Dear Jeremy

**Re: Mental Health Funding**

I recently met with Mr Ifti Majid, Chief Executive of Derbyshire Healthcare NHS Foundation Trust, regarding the challenges to ensuring the Trust meets the Government's mental health pledges. I have attached a copy of the letter Mr Majid sent to me following our meeting.

You will note in Mr Majid's letter, the Trust have a proactive, positive approach and are doing all they can to ensure pledges are being met but are hampered by underfunding. As Mr Majid states, "the lack of investment in order to make effective changes remains an issue" and "a key concern is often that any central monies are non-recurrent and usually released at short notice". Mr Majid makes it clear that the central funds the Trust was expecting to receive for MH services are being used for other purposes by CCGs, restricting the Trust's ability to resolve their staff deficit.

You may be aware that the North Derbyshire Clinical Commissioning Group (NDCCG) failed a 'capability and capacity' review earlier this year and has identified a £28m black hole in their budget. Mr Majid tells me that whilst some new Mental Health funding is coming through, the benefit of this is being outweighed by the reductions NDCCG are applying to Derbyshire Healthcare NHS Foundation Trust's funding in order to alleviate their own shortfall. The lack of stability and certainty regarding funding is affecting bids and recruitment.

I was a co-signatory to the letter to the Prime Minister on World Mental Health Day urging the Government to ring fence mental health spending, and I call on you to provide assurances regarding recurrent funding for mental health. If

the NHS is to meet the legal commitment for parity of esteem for mental and physical health, we must ensure that CCGs are forced to protect funding for mental health services.

Derbyshire Healthcare NHS Foundation Trust tell me that the current funding picture will make it difficult for the Trust to deliver on the Government's mental health pledges, which would disappoint them and be disastrous for my constituents.

I look forward to hearing from you.

Yours sincerely

**Toby Perkins MP**  
**Labour Member of Parliament for Chesterfield**



HOUSE OF COMMONS

LONDON SW1A 0AA

Rt Hon Theresa May MP  
Prime Minister  
10 Downing Street  
London  
SW1A 2AA

09 October 2017

Dear Rt Hon Theresa May MP

**RE: Mental health funding**

We are writing to you on the eve of World Mental Health Day 2017 to celebrate the great strides that have been made in our country to challenge stigma and discuss mental health more openly, and to urge you to make a vital change that will advance the cause of mental health.

In July last year you referred to the 'burning injustice' that 'if you suffer from mental health problems, there's not enough help to hand.' In January this year, you went on to say: 'for too long mental illness has been... dangerously disregarded as a secondary issue to physical health.'

We see this injustice every day in our constituencies. Our constituents face long waits to access mental health services, if they get a referral at all. The number of young people and adults turning up at A&E in a crisis continues to rise. The amount and quality of contact provided in the community has diminished significantly. And too often inpatient treatment means leaving family and friends for a unit hundreds of miles from home.

In your speech to the Conservative Party Conference last week you said you are 'investing more in mental health than ever before.' We have heard previous announcements of specific funds for mental health including £1.4billion over five years to support delivery of the *Five Year Forward View* for mental health and £1.25billion for the *Future in Mind* programme for child and adolescent mental health services.

However, despite these pledges money is not reaching the frontline. For the second year in a row, over half of Clinical Commissioning Groups across England report that they plan to reduce the proportion of their budgets they spend on mental health; some areas are allocating as little as 6% of their total resources to mental health.



21 Sandown Lane, Wavertree, Liverpool, L15 8HY

luciana.berger.mp@parliament.uk

www.lucianaberger.com



0151 228 1628

luciana4wavertree



@lucianaberger



lucianaberger



HOUSE OF COMMONS  
LONDON SW1A 0AA

We urge you today – on the eve of World Mental Health Day – to commit your government to ring-fence mental health spending. There is precedent with other areas of NHS funding and this would be a transformative policy that would make a real difference to local services.

Thanks to the work of our Labour colleagues in the House of Lords, parity between physical and mental health is enshrined in law. We would like to see this aspiration become a reality and believe ring-fencing will get us one step closer to real equality for mental health.

We look forward to hearing from you.

Yours sincerely

Luciana Berger MP  
President of the Labour Campaign for Mental Health

CC: Rt Hon Jeremy Hunt MP, Secretary of State for Health

**Co-signed by:**

Debbie Abrahams MP  
Heidi Alexander MP  
Rushanara Ali MP  
Rosena Allin-Khan MP  
Mike Amesbury MP  
Tonia Antoniazzi MP  
Jonathan Ashworth MP  
Ian Austin MP  
Adrian Bailey MP  
Rt Hon Sir Kevin Barron MP  
Rt Hon Hilary Benn MP  
Roberta Blackman-Woods MP  
Tracy Brabin MP  
Lyn Brown MP  
Rt Hon Ben Bradshaw MP  
Karen Buck MP  
Richard Burden MP

Ruth Cadbury MP  
Ronnie Campbell MP  
Dan Carden MP  
Sarah Champion MP  
Bambos Charalambous MP  
Rt Hon Ann Clwyd MP  
Vernon Coaker MP  
Ann Coffey MP  
Rosie Cooper MP  
Julie Cooper MP  
Neil Coyle MP  
Mary Creagh MP  
Stella Creasy MP  
Jon Cruddas MP  
Alex Cunningham MP  
Nic Dakin MP  
Thangam Debbonaire MP



21 Sandown Lane, Wavertree, Liverpool, L15 8HY

[luciana.berger.mp@parliament.uk](mailto:luciana.berger.mp@parliament.uk)

[www.lucianaberger.com](http://www.lucianaberger.com)



0151 228 1628

[luciana4wavertree](https://www.facebook.com/luciana4wavertree)



[@lucianaberger](https://twitter.com/lucianaberger)



[lucianaberger](https://www.instagram.com/lucianaberger)



## HOUSE OF COMMONS

### LONDON SW1A 0AA

Emma Dent Coad MP	Dan Jarvis MP
Marsha de Cordova MP	Diana Johnson MP
Gloria De Piero MP	Gerald Jones MP
Tanmanjeet Singh Dhesi MP	Darren Jones MP
Anneliese Dodds MP	Sarah Jones MP
David Drew MP	Barbara Keeley MP
Jack Dromey MP	Liz Kendall MP
Rosie Duffield MP	Gerard Killen MP
Clive Efford MP	Stephen Kinnock MP
Julie Elliot MP	Peter Kyle MP
Louise Ellman MP	Ivan Lewis MP
Chris Elmore MP	Rt Hon David Lammy MP
Chris Evans MP	Tony Lloyd MP
Paul Farrelly MP	Justin Madders MP
Rt Hon Caroline Flint MP	Khalid Mahmood MP
Yvonne Fovargue MP	Gordon Marsden MP
Rt Hon Frank Field MP	Sandy Martin MP
James Frith MP	Rachael Maskell MP
Gill Furniss MP	Chris Mattheson MP
Hugh Gaffney MP	Kerry McCarthy MP
Michael Gapes MP	Conor McGinn MP
Ruth George MP	Alison McGovern MP
Preet Gill MP	Liz McInnes MP
Mary Glendon MP	Catherine McKinnell MP
Roger Godsiff MP	Jim McMahan MP
Helen Goodman MP	Anna McMorrin MP
Kate Green MP	Ian Mearns MP
Lilian Greenwood MP	Madeline Moon MP
Andrew Gwynne MP	Stephen Morgan MP
Rt Hon David Hanson MP	Grahame Morris MP
Emma Hardy MP	Lisa Nandy MP
Rt Hon Harriet Harman QC MP	Melanie Onn MP
Carolyn Harris MP	Kate Osamor MP
Helen Hayes MP	Stephanie Peacock MP
Sue Hayman MP	Theresa Pearce MP
Mark Hendrick MP	Matthew Pennycook MP
Mike Hill MP	Toby Perkins MP
Rt Hon Dame Margaret Hodge MP	Jess Phillips MP
Sharon Hodgson MP	Laura Pidcock MP
Kelvin Hopkins MP	Joanne Platt MP
Kate Hollern MP	Luke Pollard MP
Rupa Huq MP	Stephen Pound MP
Rt Hon George Howarth MP	Lucy Powell MP



21 Sandown Lane, Wavertree, Liverpool, L15 8HY

0151 228 1628

[luciana.berger.mp@parliament.uk](mailto:luciana.berger.mp@parliament.uk)

[www.lucianaberger.com](http://www.lucianaberger.com)



[luciana4wavertree](https://www.facebook.com/luciana4wavertree)



[@lucianaberger](https://twitter.com/lucianaberger)



[lucianaberger](https://www.instagram.com/lucianaberger)



HOUSE OF COMMONS  
LONDON SW1A 0AA

Yasmin Qureshi MP  
Faisal Rashid MP  
Steve Reed MP  
Ellie Reeves MP  
Rachel Reeves MP  
Emma Reynolds MP  
Jonathan Reynolds MP  
Geoffrey Robinson MP  
Danielle Rowley MP  
Lloyd Russell-Moyle MP  
Rt Hon Joan Ryan MP  
Naz Shah MP  
Virendra Sharma MP  
Paula Sherrif MP  
Tulip Siddiq MP  
Ruth Smeeth MP  
Cat Smith MP  
Jeff Smith MP  
Eleanor Smith MP  
Angela Smith MP  
Laura Smith MP  
Alex Sobel MP  
Wes Streeting MP  
Rt Hon Stephen Timms MP  
Gareth Thomas MP  
Nick Thomas-Symonds MP  
Anna Turley MP  
Karl Turner MP  
Derek Twigg MP  
Stephen Twigg MP  
Liz Twist MP  
Chuka Umunna MP  
Thelma Walker MP  
Catherine West MP  
Paul Williams MP  
Chris Williamson MP  
John Woodcock MP  
Mohammad Yasin MP  
Daniel Zeichner MP



0151 228 1628  
luciana4wavertree



21 Sandown Lane, Wavertree, Liverpool, L15 8HY  
luciana.berger.mp@parliament.uk



@lucianaberger

www.lucianaberger.com



lucianaberger

9.00 am  
The FIRST staff forum  
Monday 13  
November at The  
Post Mill Centre,  
South Normanton



Come along and meet  
forum members

**Introductions**  
Forum members  
introduce themselves  
  
15 minutes  
9.30 – 9.45 am

**Chief Executive  
introduction  
and Trust  
update**  
  
15 Minutes  
9.45 – 10.00 am

**Making the staff  
forum work**  
  
30 minutes  
10.00 – 10.30 am

**Refreshments**  
10.30 am

**Information Technology**  
To reduce stress and  
frustration and wasted time  
  
30 minutes  
10.45 – 11.15 am

Access to network and Wi-Fi  
Reliability of current equipment  
Limitations of PARIS  
Information recording  
Too much reliance on technology?

**How we achieve  
consistent leadership  
and management  
behavior around the  
6Cs\***  
  
30 minutes  
11.15 – 11.45 am

**Review of the  
meeting**  
  
11.50 am

**CLOSE**  
Noon

## **Vision, Values and Staff Engagement Update**

### **Purpose of Report**

The Trust has identified staff engagement as its priority for the coming year. This paper provides details on how we intend to achieve this and the new mechanisms that will be put in place across the Trust to engage with staff.

This approach also includes a refresh of the Trust's vision, values and associated imagery in order to make the Trust's priorities meaningful and accessible to staff.

### **Executive Summary**

The new focus on staff engagement will be led by a multi-disciplinary team working across the People and Organisational Effectiveness directorate and the corporate communications team. To date, a new internal communications programme has been developed to reflect this work, titled TEAM Derbyshire Healthcare. This paper outlines the new mechanisms and approaches that will be put in place to focus on staff engagement, including processes to receive feedback, monitor effectiveness and respond to staff about how their feedback is being heard and responded to.

Many of the activities outlined in the programme of communications activity have been developed following feedback received from a survey titled 'Working together and feeling connected', which was open to all staff over the summer months.

This includes the development of a new Trust's vision, values, mission statement and associated imagery. Feedback from staff outlined that this needed to be simple and accessible, to help staff understand the Trust's overarching vision and relate this to their area of work.

This focus and plan for staff engagement will be reflected in the new forthcoming Communications Strategy and supported through ongoing workforce and leadership focused activities led by the People and Organisational Effectiveness directorate, supported through the actions identified in the People Plan.

Wider corporate work will continue to be underway to support this approach. This will include a refreshed Trust Strategy and associated strategic priorities which build upon our current objectives. These will be reflected through the divisional business plans for 2018/19.

<b>Strategic considerations</b>	
1) We will deliver <b>quality</b> in everything we do providing safe, effective and service user centred care	X
2) We will develop strong, effective, credible and sustainable <b>partnerships</b> with key stakeholders to deliver care in the right place at the right time	X
3) We will develop our <b>people</b> to allow them to be innovative, empowered, engaged and motivated. We will retain and attract the best staff.	X
4) We will <b>transform</b> services to achieve long-term financial sustainability.	X

<b>Assurances</b>
<ul style="list-style-type: none"> <li>• This paper outlines a programme of activities to be introduced in order to build on the listening activities to date and generate real change in the way we engage with our staff</li> <li>• The mechanisms introduced through this programme will be evaluated on an ongoing basis and changed or discontinued if not effective</li> <li>• Ongoing feedback will be welcomed and obtained from staff to demonstrate improvements in staff engagement.</li> </ul>

<b>Consultation</b>
<p>Ifti Majid, Chief Executive has led a number of conversations with staff to date regarding the new vision and values and the overarching staff engagement programme TEAM Derbyshire Healthcare. These conversations have taken place through the following forums:</p> <ul style="list-style-type: none"> <li>• Black and Minority Ethnic network (BME)</li> <li>• Trust Medical Advisory Committee (TMAC)</li> <li>• Executive Leadership Team (ELT)</li> <li>• Staff Forum</li> <li>• Weekend Note</li> </ul> <p>Initial messages have been shared with staff regarding feedback from the 'Working together and feeling connected' survey and the development of a new engagement programme and positive feedback has been received.</p>

<b>Governance or Legal Issues</b>
<ul style="list-style-type: none"> <li>• Future regulatory submissions associated with the annual planning cycles will include the revised vision, values and strategic priorities</li> </ul>

## Public Sector Equality Duty & Equality Impact Risk Analysis

The author has a responsibility to consider the equality impact and evidence on the nine protected characteristics (REGARDS people) (Race, Economic disadvantage, Gender, Age, Religion or belief, Disability and Sexual orientation)).

There are no adverse effects on people with protected characteristics (REGARDS).	
--	--

There are potential adverse effect(s) on people with protected characteristics (REGARDS). Details of potential variations /inequalities in access, experience and outcomes are outlined below, with the appropriate action to mitigate or minimise those risks.	
---	--

### Actions to Mitigate/Minimise Identified Risks

This document gives details of a revised and updated approach to staff engagement and how we describe our vision, values and strategic priorities. The aim of the revisions is to improve accessibility to all staff to support ownership and ease of identifying personal role in delivery of actions associated with strategic objectives. The revised engagement programme recognises that people with protected characteristics (REGARDS) will require specifically identified approaches to ensure the same high level of engagement and opportunity is achieved.

## Recommendations

The Board of Directors is requested to:

- 1) Approve the updated vision, values and mission statement
- 2) Note the new staff engagement approach for TEAM Derbyshire Healthcare.
- 3) Authorise an update of the Trust Strategy to include the revised vision, values and updated strategic priorities

**Report presented by:** Ifti Majid  
Chief Executive

**Report prepared by:** Anna Shaw  
Deputy Director of Communications and Involvement

## Vision, Values and Staff Engagement Update

### Focusing on staff engagement

The Trust has identified a key priority to improve its staff engagement. This follows feedback from staff, through a number of different forums, who wish to see more opportunities to make suggestions and provide feedback about what it is like to be a Derbyshire Healthcare employee. Staff survey and pulse check results also indicate we have improvements to make in respect of staff morale. The correlation between happy and engaged staff and good patient care is well evidenced and this approach therefore intends to also impact upon the quality of care we provide and the overall patient experience.

In the summer of 2017 Ifti Majid ran a survey, open to all staff. Titled 'Working together and feeling connected' the feedback provided through this survey outlined the reasons why people first chose to work for the NHS and Derbyshire Healthcare and the changes staff want to see, that would make a real difference to their roles at work.

In response to this feedback and in line with our focus on improving staff engagement, the Trust has launched a new staff engagement programme to implement some of these ideas.



Titled 'TEAM Derbyshire Healthcare' – as it is only possible to achieve these improvements if we do it together – the imagery includes the key words and phrases that were used by staff in response to the survey.

This imagery is now in use and will continue to be used on new developments that form part of the new staff engagement programme.

In order to improve staff engagement, it is important that staff see changes being made, in response to their feedback. The new TEAM Derbyshire Healthcare programme has a number of different elements, designed to achieve the following:

- To promote two way communication and opportunities to receive feedback from staff
- Understand how teams currently engage and receive information
- Provide information that is designed specifically for staff, with a focus on showcasing the work our staff do
- Recognise and reward staff in a meaningful way
- Provide clarity about the expectations of staff and the importance of staff accessing corporate information sent out by the Trust
- Provide specific briefings to leaders, to support their role and own cascade processes.

Specific engagement requirements and how they will be delivered through a co-ordinated programme of work is outlined overleaf:

Requirement	How it will be delivered
Good, regular communication to staff to provide key messages and information. This must be in a format which staff can access and there is a requirement for staff to read this information and keep themselves up to date	<ul style="list-style-type: none"> <li>• New staff magazine, Team Talk.</li> <li>• New staff responsibilities – to co-create with staff a set of agreed expectations about what it's like to work in Derbyshire Healthcare (led by HR team).</li> </ul>
An opportunity for staff to contribute to this information and see themselves/their service reflected in internal communications	<ul style="list-style-type: none"> <li>• Staff magazine to include new features that showcase staff and services plus a letters/comments page.</li> </ul>
The opportunity for staff to raise questions or concerns and receive a quick and open response	<ul style="list-style-type: none"> <li>• Opportunities to contact the Board currently on trial on Kingsway Hospital site</li> <li>• Letters/comments page in staff magazine</li> <li>• Spotlight and the staff forum will create an opportunity for two-way conversations.</li> </ul>
Tailored information aimed at leaders, who then have a responsibility to cascade throughout the organisation	<ul style="list-style-type: none"> <li>• New Team Brief process to be introduced, at the start of Spotlight on our Leaders</li> <li>• Requirement to attend Team Brief as part of updated responsibilities</li> <li>• Written summary of Team Brief to be available for cascade</li> </ul>
An effective leadership forum (led by HR)	<ul style="list-style-type: none"> <li>• Spotlight on our Leaders will be revitalised and be built of three key components: <ul style="list-style-type: none"> <li>○ Team Brief (plus briefing document that can be cascaded)</li> <li>○ Deep dive into specific area</li> <li>○ Feedback from staff</li> </ul> </li> </ul>
Forum for all staff and teams to be represented (led by HR)	<ul style="list-style-type: none"> <li>• Development of staff forum</li> <li>• Forum representatives to be engagement champions</li> </ul>
Opportunity for all staff to come together	<ul style="list-style-type: none"> <li>• Introduce an annual staff conference (possibly on day of AMM)</li> </ul>
Opportunities for staff to meet with and talk to the Board of Directors, ensuring they are a known and visible body across the Trust	<ul style="list-style-type: none"> <li>• Regular programme for Board members to visit services and meet with staff</li> <li>• Visual display of the Board of Directors to be visible on each site</li> <li>• 'Ifti on the road' sessions have been</li> </ul>

Requirement	How it will be delivered
	launched
Mechanisms in place to capture key feedback from these visits and act upon the information shared	<ul style="list-style-type: none"> <li>• Board members will each be given a number of key questions/themes that they are to explore when they are on a team visit</li> <li>• This information will be captured on a template and shared with the communications team to build a comprehensive database of Board engagement and the actions undertaken in response – this will contribute to a regular ‘You said, we did’ feature in Weekly Connect, the staff e-bulletin</li> </ul>
Mechanisms to recognise and reward staff for their contribution and expertise	<ul style="list-style-type: none"> <li>• The DEED scheme will continue to run and identify a monthly winner</li> <li>• All those nominated will receive a certificate from the Chief Executive and Chair, to acknowledge their contribution</li> <li>• Chief Executive to present monthly DEED pin</li> </ul>
Process to demonstrate improvement in staff engagement and morale	<ul style="list-style-type: none"> <li>• A short survey will be disseminated to staff every six months in order to chart progress and any wider areas of concern/attention</li> </ul>
Easy access to good quality information online (funding required, currently being scoped)	<ul style="list-style-type: none"> <li>• Development of a new intranet site - given the requirement to also restructure and update the Trust’s internet, it is recommended that a new extranet system is introduced, to remove duplicate information, whilst providing a secure staff only area.</li> <li>• Staff to have more involvement and responsibility in populating this site</li> <li>• Better links into staff app</li> </ul>
Access to a less formal social networking site, aimed at staff	<ul style="list-style-type: none"> <li>• Development of a new, closed Facebook page for staff</li> </ul>

### Updated vision and values

In conjunction with the focus on staff engagement, the Trust is committed to simplifying its vision and values, to ensure they are accessible and meaningful to all staff. This will provide a needed ‘golden thread’ through the organisation, with all staff working towards a common goal and purpose, no matter what their role.

## 1. Vision

The Trust's vision sets out the organisation's overall ambition and therefore needs to be challenging, yet an aspiration the Trust is actively seeking to achieve. A short and accessible vision will provide staff with the clarity of what the organisation stands for and, in turn, what staff are working towards.

It is recommended that we simplify the Trust's vision and focus more upon the positive difference we are seeking to make in people's lives. This aspiration has previously been shared through the Trust's values and resonates well with staff.

New proposed vision:

**“To make a positive difference to people’s lives and improve the health and wellbeing of our population.”**

## 2. Strapline

The Trust's strapline is included on all corporate literature and provides a quick insight what the Trust is aiming to achieve and represent. It therefore needs to be consistent with the Trust's vision, but far more concise. Given the relative newness of the Trust's brand, it is proposed that the new strapline sits alongside the existing visual identity, which continues to relate to the updated language outlined.

New proposed strapline:



## 3. Values

Embedding recognisable Trust values throughout the organisation is a key priority. In the recent 'Working together and feeling connected' survey staff reflected that they felt the focus on the Trust's values had been weakened over recent years and there was a desire for these to be reaffirmed. Many people look back to a time when they felt the values were strong in the organisation and feel this is currently missing.

It is intended to relaunch and confirm the Trust values this through the use of one or two words to reflect each values. It is anticipated that people will relate to these updated values, drawing upon the previous work undertaken in this respect, whilst developing the Trust

Strategy 2016 – 2021. The People and Organisational Effectiveness team will work to embed the new values across all leadership functions.

Our Trust-wide values are to reflect the behaviours expected from all Trust staff, and outline the principles by which we work. They also seek to reflect our staff as a group of people and show the Trust's ways of working and what people can expect from contact with our services.

The revised values are proposed as:

- **People first** – We put our patients and staff at the centre of everything we do.
- **Respect** – We respect and value the diversity of our patients, colleagues and partners and support a respectful and inclusive environment.
- **Honesty** – We are open and transparent in all we do.
- **Do your best** – We work closely with our partners to achieve the best possible outcomes for people.

Removing the previous visual imagery associated with the Trust values will demonstrate the change in approach. The Trust will introduce a colour coding system, associating each of the values with a colour from the visual identity, and will use these in corporate messaging in order to embed the values across the organisation.

As the values are launched, all staff will be asked to make a commitment to the Trust values by signing the following affirmation. This will be shared with our staff through the release of a values card. These cards will be extended for new starters through staff inductions.

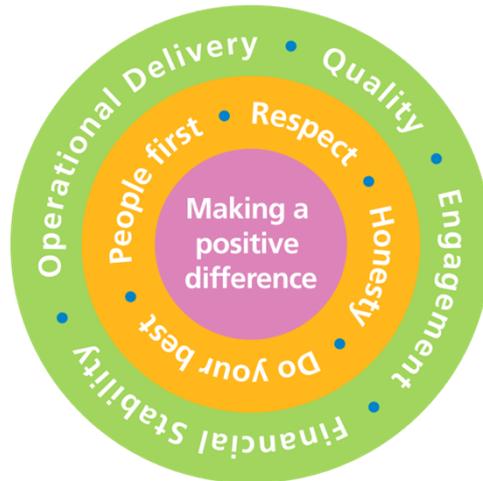
**“As a Derbyshire Healthcare employee I always put **people first**.  
I **respect** others, am **honest** in all I do and always strive to **do my best**.”**

#### **4. Mission statement**

The mission statement outlines the Trust's overall purpose and why we are seeking to achieve the vision outlined earlier. Given the Trust does not currently have a mission statement, the value of adding an extra set of text is unlikely to prove useful for staff.

However, a visual mission statement combines the intentions and aspirations of the Trust, providing clarity on how these come together to achieve the vision and support the Trust's values. It is proposed that this visual mission statement brings everything together into one place, to show what the Trust is all about.

It is proposed we introduce a visual graphic to bring these intentions together, making them memorable and accessible to staff:



## 5. Strategic priorities

Through strategic planning undertaken by the Executive Team, the following strategic priorities have been agreed and are reflected in the graphic outlined above. Associated short/medium priorities will be agreed each year, in order to demonstrate achievement of these goals. For 2018 these have been identified as follows:

### ❖ Quality improvement

- Completing the CQC action plan and the preparedness plan for next year
- Deliver Physical Healthcare CQUIN

### ❖ Engagement

- Developing empowered and compassionate leaders
- Enhancing colleague voice through action

### ❖ Financial sustainability

- Create and deliver a re-current cost-improvement-plan
- Achieve agency ceiling

### ❖ Operational delivery

- Achieve a vacancy rate of minus 5%
- Urgent Care and Neighbourhood Pathway.

## 6. Quality priorities

The Trust's quality priorities will change each financial year, following conversations with the Trust's commissioners regarding key areas to focus on, in order to improve the quality of services we provide. The quality priorities will be communicated to staff through separate processes on an annual basis.

## **7. Trust strategy**

The Trust's strategy will be refreshed to reflect this new approach and agreed strategic priorities.

## **Integrated Performance Report Month 7**

### **Purpose of Report**

This paper provides Trust Board with an integrated overview of performance as at the end of October 2017. The focus of the report is on workforce, finance, operational delivery and quality performance.

### **Executive Summary**

The Trust continues to perform well against many of its key indicators, with maintenance or improvements continuing across many of the Trust's services. These can be seen within the body of this report.

The issues identified at month 6 and 7 continue to be worked on through the plans that are referenced in the report below.

#### **1. Single Oversight Framework**

The Trust is compliant against all Single Oversight Framework operational standards, except for Priority Metrics.

The new Single Oversight Framework (SOF) published mid-November has replaced the "data completeness priorities metrics" and "data completeness identifiers metrics" indicators with a single "data quality maturity index – mental health services data set score" indicator. The proposed target is 95%. In the latest published national data the Trust scored 98.9% and therefore would expect to be compliant with this target in the future.

Within the NHSI financial metrics four out of five are relatively strong, but the agency metric continues to be challenging, both in terms of the ceiling and the medical staff cost reduction target. (The in-month agency spend is lower due to aggregated impact of data cleanse on accruals). This has had the beneficial impact of increasing the headroom from the 50% threshold.

The cumulative financial effect of the issues identified in this report is the same as last month. In surplus terms, the Trust is ahead of plan year to date by £1.1m. The forecast remains to achieve the control total at the end of the financial year.

Cost reduction planning is focussing on closing the gap for 2017/18 and addressing 2018/19 planning requirements. Discussions continue with Commissioners regarding QIPP (Quality, Innovation, Productivity Programme) 2017/18 and 2018/19.

The numbers reported in the attached finance report are consistent with the numbers reported in the monthly finance return sent to NHS Improvement on 15th November 2017.

## 2. Areas of concern and / or under-performance

Slide 1 of the integrated performance report provides an overview of where the Trust is performing above and below the required standards that have been agreed by Board, with further detail provided in the body of the report.

## 3. Performance Triangulation

### 3.1 Inpatient Services

Pressures remain in the inpatient areas as previously reported to Board. The italic narrative below provides a brief update on some of the actions that were referenced in the previous Integrated Performance report.

1. Red2Green programme which focuses on most efficient use of the resource available to reduce length of stay, therefore impacting positively on bed occupancy and the need for placing patients out of area. Trust Management Team has oversight of this programme.

*Whilst Red2Green is still early in the implementation stage, there have been no Adult Acute Out of Area placements during the last 3 weeks. This is a significant difference from previous performance.*

2. Inpatient staffing and recruitment plan focusing on recruitment and retention strategies, for example recruitment fairs, overseas employment, return from retirement schemes, advance recruitment of students from universities, rotation schemes, development of internal bank.

*Improvements have been made in recruiting to a number of posts at the Hartington Unit resulting in greater stability in the overall workforce across the Unit. Both local and Trust wide initiatives have enabled this improvement to take place*

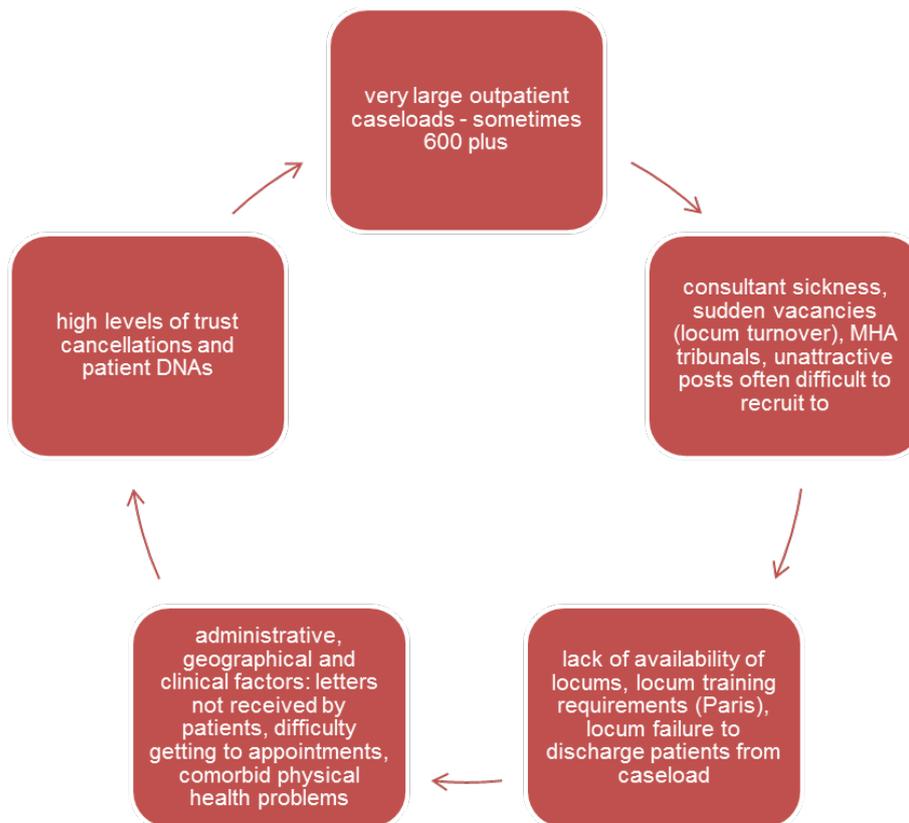
### 3.2 Community Services

Pressures remain in Community Services as previously reported to Board. The italic narrative below provides a brief update on some of the actions that were referenced in the previous Integrated Performance report.

1. A review of Neighbourhood model is being undertaken focusing upon the clinical model and how more capacity could be created from limited resources. Trust Management Team will have oversight of this work.  
*Outline scope and objectives of this work was discussed with Neighbourhood senior team at their Performance Review meeting on 20 November with final outline scope to be provided to the Trust Management Team for approval on 4 December*
2. Supervision and appraisal action plans are in place and monitored and are showing some improvement.  
*These were reviewed at the Neighbourhood Performance review meeting on 20<sup>th</sup> November where improvements were noted in line with the agreed trajectory.*

In addition, the actions to improve performance in clinic cancellations and Did Not

Attend (DNAs) continue to be implemented following the report that was provided at the last Board meeting.



1. Contact details for all patients are being checked and updated as regularly as possible in order that appointment letters and reminder texts can be received by patients.
2. If patients do not attend appointments, medical staff telephone them to establish the reason for non-attendance and conduct a telephone appointment with the agreement of the patient. This should lead to a reduction in future DNA rate but is only possible with accurate contact details.
3. Ensuring that appointment letters are sent and that this is in a timely manner that gives patients the opportunity to rearrange appointments if necessary.
4. The monitoring of clinic cancellation data will be reviewed monthly in the medical management meeting and Clinical Directors will assist in investigating and supporting areas where rates of cancellations and DNAs are high.
5. Medical and clinic administrators reminded of the process of virtual clinics and the need to ensure that all planned leave is arranged at least 6 weeks in advance. The 6 week rule will be monitored through rates of clinic cancellations.
6. Ongoing work to improve recruitment to vacant consultant posts and to improve the efficiency of locums once in post by expediting training in systems including PARIS to enable them to begin to work clinically sooner.

## Strategic Considerations

1) We will deliver <b>quality</b> in everything we do providing safe, effective and service user centred care	X
2) We will develop strong, effective, credible and sustainable <b>partnerships</b> with key stakeholders to deliver care in the right place at the right time	X
3) We will develop our <b>people</b> to allow them to be innovative, empowered, engaged and motivated. We will retain and attract the best staff.	X
4) We will <b>transform</b> services to achieve long-term financial sustainability.	X

### **Assurances**

This paper relates directly to the delivery of the Trust's strategy by summarising performance across the four key performance measurement areas.

This report should be considered in relation to the relevant risks in the Board Assurance Framework.

As an integrated performance report the content provides assurance across several BAF risks related to workforce, operational performance, quality performance, financial performance and regulatory compliance.

### **Consultation**

This paper has not been considered elsewhere however; some content supporting the overview presented is regularly provided to, Finance and Performance Committee, People and Culture Committee and Quality Committee.

### **Governance or Legal Issues**

Information supplied in this paper is consistent with the Trust's responsibility to deliver all parts of the Single Oversight Framework and the provision of regulatory compliance returns.

## Public Sector Equality Duty & Equality Impact Risk Analysis

The author has a responsibility to consider the equality impact and evidence on the nine protected characteristics (REGARDS people (Race, Economic disadvantage, Gender, Age, Religion or belief, Disability and Sexual orientation)).

There are no adverse effects on people with protected characteristics (REGARDS).	X
--	---

There are potential adverse effect(s) on people with protected characteristics (REGARDS). Details of potential variations inequalities in access, experience and outcomes are outlined below, with the appropriate action to mitigate or minimise those risks.	
--	--

### Actions to Mitigate/Minimise Identified Risks

This report reflects performance related to our whole staff and service receiver population and therefore includes members of those populations with protected characteristics in the REGARDS groups.

Any specific impact on members of the REGARDS groups is described in the report itself.

### Recommendations

The Board of Directors is requested to consider the content of the paper and consider;

- 1) The level of assurance obtained on current performance across the areas presented.
- 2) Determine whether further assurance is required and at which Committee this needs to be provided and by whom.

**Report presented by:**

**Mark Powell, Chief Operating Officer**

**Claire Wright, Director of Finance**

**Amanda Rawlings, Director of People and Organisational Effectiveness**

**Carolyn Green, Director of Nursing and Patient Experience**

**Report prepared by:**

**Peter Charlton, General Manager, Information Management**

**Rachel Leyland, Deputy Director of Finance**

**Liam Carrier, Workforce Systems & Information Manager**

**Rachel Kempster, Risk and Assurance Manager**

**Peter Henson, Performance Manager**

### Highlights

- Surplus ahead of plan year to date
- Forecast achievement of control total
- Cash better than plan
- Delivery of Cost Improvement Programme

### Challenges

- Containment of agency expenditure within ceiling set by NHSI
- Receipt of full CQUIN income assumed in forecast
- Reduction in Out of Area costs
- High level of non-recurrent CIP
- Additional action required to achieve forecast control total

## Financial Perspective

### Highlights

- The level of DNAs has reduced below the target this month

### Challenges

- Data completeness - Priority Metrics
- Clustering continues to be a challenge
- Cancellations in outpatients
- A patient under 18 has been admitted onto our wards for safety reasons
- The process of monitoring discharge emails sent in 2 working days is under review
  - 7 patients have had their discharge delayed this month.

## Operational Perspective

### Highlights

- Compulsory training compliance remains high and is above 85%.

### Challenges

- Monthly and annual sickness absence rates remain high, but are reducing.
- Budgeted Fte vacancies remain high, but continue to reduce.
- Appraisal compliance rates remain low, but have increased.

## People Perspective

## Quality Perspective

### Highlights:

- No of incidents of prone restraint is reducing, from a high in August
- No of patients with a safety plan is steadily increasing
- All seclusion forms (now electronic) have been successfully cross matched against reported incidents and vice versa
- The no of outstanding actions following complaint investigations is reducing
- The no of outstanding actions following the CQC comprehensive review report (2016) is reducing significantly

### Challenges:

- The no of incidents resulting moderate to catastrophic actual harm has increased this month. A breakdown identifies reported deaths have increased from 10 to 16 (7 of these natural causes), falls resulting in significant harm increasing from 2 to 6, and significant self-harm increasing from 3 to 7. However, the no of reportable serious incidents has remained stable.
- No of incidents of physical assault (patient on staff) was high in July, then dropped significantly in August but started to increase again during September and October
- Timely responses to complaints remains a challenge
- The number of policies overdue for review has increased. 16 of 29 policies out of date only became overdue on 31/10/2017
- No of outstanding actions following serious incident investigations has increased. However, the number of overdue investigations for externally reportable incidents has been reduced to 6 (from 26, 3-4 months ago)

# FINANCIAL OVERVIEW –October 2017

Category	Sub-set	Metric	Period					Key Points
				Plan	Actual	Rating	Trend	
Governance	Use of Resources (UoR) Metric	Overall Use of Resources Metric	YTD	1	1	G		<p>At the end of October the Use of Resources Rating is an overall '1' as per the plan.</p> <p>YTD the agency metric has improved from a 3 to now be at a 2 at the end of October. This has driven the improvement in the overall metric.</p> <p>Forecast is a rating of '2' which is slightly worse than the plan of '1'. This is mainly driven by the agency metric which is forecast at a '3' for the end of the financial year.</p>
			Forecast	1	2	Y		
		Capital Service Cover	YTD	2	2	Y		
			Forecast	2	2	Y		
		Liquidity	YTD	1	1	G		
			Forecast	1	1	G		
		Income and Expenditure Margin	YTD	1	1	G		
			Forecast	1	1	G		
	Income and Expenditure variance to plan	YTD	1	1	G			
		Forecast	1	2	Y			
Agency variance to ceiling	YTD	1	2	Y				
	Forecast	1	3	A				
Single Oversight Framework	NHS I Segment	YTD		2	n/a	n/a		
I&E and profitability	Income and Expenditure	Control Total position £'000	In-Month	270	353	G		<p>At the end of October the surplus is ahead of plan by £1.1m. This is due to additional non-recurrent income being received earlier in the year. The forecast is to achieve the control total at the end of the financial year.</p> <p>The normalised forecast takes out the non-recurrent income and expenditure. Without the non-recurrent income mentioned we would have a gap to the control total.</p>
			YTD	1,903	3,052	G		
			Forecast	2,765	2,765	G		
		Control Total position ex STF £'000	In-Month	190	273	G		
			YTD	1,546	2,694	G		
		Forecast	1,971	1,971	G			
			Normalised Income and Expenditure position £'000	In-Month	190	292	G	
		YTD		1,546	1,946	G		
Forecast	1,971	1,280	R					
Liquidity	Cash	Cash £m	YTD	12.993	17.827	G		<p>Cash is ahead of plan year to date due to non-recurrent income and additional STF income from 2016/17. Cash is forecast to be ahead of plan by £3.85m which is due to the current cash balance plus forecast cash receipts from future asset disposals.</p> <p>Capital expenditure is behind plan year to date but is forecast to achieve full spend.</p>
			Forecast	12.193	16.046	G		
	Net Current Assets	Net Current Assets £m	YTD	8.296	8.854	G		
			Forecast	8.345	7.161	R		
	Capex	Capital expenditure £m	YTD	1.707	0.746	R		
			Forecast	3.338	3.338	G		
Efficiency	CIP	CIP achievement £m	In-Month	0.321	0.296	R		<p>CIP is ahead of plan YTD and the forecast assumes an overachievement of £1m by the end of the financial year. A significant amount of CIP is non-recurrent in nature.</p>
			YTD	2.246	3.186	G		
			Forecast	3.850	4.923	G		
			Recurrent	3.850	1.665	R		

Key:

**Period** In-Month = Current Month  
 YTD = Year to Date  
 Forecast = Year end out-turn  
**Plan** In-month or Year end Trust plan

Achieving plan  
 Not achieving plan

Trend comparing current month against previous month actual/YTD/Forecast

# OPERATIONAL OVERVIEW – OCTOBER 2017

Category	Sub-set	Metric	Period	Plan	Actual	Variance	Trend	Last 12 Months	Key Points
Performance Dashboard	NHSI	CPA 7 Day Follow-up (M)	Month	95.00%	100.00%	G <span style="color: green;">●</span>			All NHS metrics are all compliant except "Priority Metrics" which is a new indicator since April 2017. See detailed slide for actions in place to address the under performance. For each metric we have indicated if it is monitored by NHS Quarterly (Q) or Monthly (M).
			Quarter	95.00%	100.00%	G <span style="color: green;">●</span>			
		Data completeness - Identifiers (M)	Month	95.00%	99.57%	G <span style="color: green;">●</span>			
			Quarter	95.00%	99.57%	G <span style="color: green;">●</span>			
		Data completeness - Priority Metrics (M)	Month	85.00%	72.54%	R <span style="color: red;">●</span>			
			Quarter	85.00%	71.97%	R <span style="color: red;">●</span>			
		Crisis Gatekeeping (Q)	Month	95.00%	100.00%	G <span style="color: green;">●</span>			
			Quarter	95.00%	100.00%	G <span style="color: green;">●</span>			
		IAPT RTT within 18 weeks (Q)	Month	95.00%	100.00%	G <span style="color: green;">●</span>			
			Quarter	95.00%	100.00%	G <span style="color: green;">●</span>			
		IAPT RTT within 6 weeks (Q)	Month	75.00%	92.64%	G <span style="color: green;">●</span>			
			Quarter	75.00%	92.14%	G <span style="color: green;">●</span>			
		Early Intervention in Psychosis RTT Within 14 Days - Complete (Q)	Month	50.00%	100.00%	G <span style="color: green;">●</span>			
			Quarter	50.00%	92.31%	G <span style="color: green;">●</span>			
		Early Intervention in Psychosis RTT Within 14 Days - Incomplete (Q)	Month	50.00%	84.00%	G <span style="color: green;">●</span>			
			Quarter	50.00%	73.81%	G <span style="color: green;">●</span>			
		Patients Open to Trust In Employment (M)	Month	N/A	9.46%				
			Quarter	N/A	9.36%				
		Patients Open to Trust In Settled Accommodation (M)	Month	N/A	60.12%				
			Quarter	N/A	59.50%				
		Under 16 Admissions To Adult Inpatient Facilities (M)	Month	0	0	G <span style="color: green;">●</span>			
			Quarter	0	0	G <span style="color: green;">●</span>			
		IAPT People Completing Treatment Who Move To Recovery (Q)	Month	50.00%	53.70%	G <span style="color: green;">●</span>			
			Quarter	50.00%	53.26%	G <span style="color: green;">●</span>			
Physical Health - Cardio-Metabolic - Inpatient (Q)	Month	N/A							
	Quarter	N/A							
Physical Health - Cardio-Metabolic - EI (Q)	Month	N/A							
	Quarter	N/A							
Physical Health - Cardio-Metabolic - on CPA (Community) (Q)	Month	N/A							
	Quarter	N/A							

Key:

**Period**

Month      Current Month  
 Quarter      Current Quarter



Achieving target  
 Not achieving target



Trend compared to previous month/quarter

# OPERATIONAL OVERVIEW – OCTOBER 2017

Category	Sub-set	Metric	Period	Plan	Actual	Variance	Trend	Last 12 Months	Key Points
Performance Dashboard	Locally Agreed	CPA Settled Accommodation	Month	90.00%	95.29%	G <span style="color: green;">●</span>	↔		An action plan has been implemented. We should be able to start evaluating the impact of the actions as each is completed over the next few months.
			Quarter	90.00%	95.29%	G <span style="color: green;">●</span>	↔		
		CPA Employment Status	Month	90.00%	97.30%	G <span style="color: green;">●</span>	↔		
			Quarter	90.00%	97.30%	G <span style="color: green;">●</span>	↔		
		Data completeness - Identifiers	Month	99.00%	99.57%	G <span style="color: green;">●</span>	↔		
			Quarter	99.00%	99.57%	G <span style="color: green;">●</span>	↔		
		Data completeness - Outcomes	Month	90.00%	94.00%	G <span style="color: green;">●</span>	↔		
			Quarter	90.00%	94.00%	G <span style="color: green;">●</span>	↔		
		Patients Clustered not Breaching Today	Month	80.00%	76.05%	R <span style="color: red;">●</span>	↔		
			Quarter	80.00%	76.05%	R <span style="color: red;">●</span>	↔		
		Patients Clustered regardless of review dates	Month	96.00%	93.94%	R <span style="color: red;">●</span>	↔		
			Quarter	96.00%	93.88%	R <span style="color: red;">●</span>	↔		
		7 Day Follow-up - all inpatients	Month	95.00%	96.26%	G <span style="color: green;">●</span>	↓		
			Quarter	95.00%	96.77%	G <span style="color: green;">●</span>	↑		
		Ethnicity coding	Month	90.00%	91.35%	G <span style="color: green;">●</span>	↓		
			Quarter	90.00%	91.35%	G <span style="color: green;">●</span>	↓		
		NHS Number	Month	99.00%	100.00%	G <span style="color: green;">●</span>	↔		
			Quarter	99.00%	100.00%	G <span style="color: green;">●</span>	↔		
		CPA Review in last 12 Months (on CPA > 12 Months)	Month	95.00%	96.02%	G <span style="color: green;">●</span>	↔		
			Quarter	95.00%	96.02%	G <span style="color: green;">●</span>	↔		
		Community Care Data - Activity Information Completeness	Month	50.00%	93.26%	G <span style="color: green;">●</span>	↔		
			Quarter	50.00%	93.23%	G <span style="color: green;">●</span>	↔		
		Community Care Data - RTT Information Completeness	Month	50.00%	92.31%	G <span style="color: green;">●</span>	↔		
			Quarter	50.00%	92.31%	G <span style="color: green;">●</span>	↔		
		Community Care Data - Referral Information Completeness	Month	50.00%	73.55%	G <span style="color: green;">●</span>	↓		
			Quarter	50.00%	73.34%	G <span style="color: green;">●</span>	↓		
		Early Interventions New Caseloads	Month	95.00%	128.75%	G <span style="color: green;">●</span>	↓		
			Quarter	95.00%	128.75%	G <span style="color: green;">●</span>	↓		
Clostridium Difficile Incidents	Month	7	1	G <span style="color: green;">●</span>	↓				
	Quarter	7	1	G <span style="color: green;">●</span>	↓				
18 Week RTT Greater Than 52 weeks	Month	0	0	G <span style="color: green;">●</span>	↔				
	Quarter	0	0	G <span style="color: green;">●</span>	↔				

# OPERATIONAL OVERVIEW – OCTOBER 2017

Category	Sub-set	Metric	Period	Plan	Actual	Variance	Trend	Last 12 Months	Key Points
Performance Dashboard	Schedule 6	Consultant Outpatient Trust Cancellations	Month	5.00%	7.17%	R <span style="color: red;">●</span>	↓		<p>The most common reason was "consultant absent from work". Alternative approaches to outpatient appointment booking are being piloted.</p> <p>An under 18 was admitted in October whilst a CAMHS PICU bed was located</p> <p>Process under review</p> <p>7 Patients were delayed</p>
			Quarter	5.00%	6.43%	R <span style="color: red;">●</span>	↑		
		Consultant Outpatient DNAs	Month	15.00%	14.22%	G <span style="color: green;">●</span>	↑		
			Quarter	15.00%	14.69%	G <span style="color: green;">●</span>	↑		
		Under 18 admissions to Adult inpatients	Month	0	1	G <span style="color: green;">●</span>	↓		
			Quarter	0	1	G <span style="color: green;">●</span>	→		
		Outpatient letters sent in 10 working days	Month	90.00%	90.18%	G <span style="color: green;">●</span>	→		
			Quarter	90.00%	90.60%	G <span style="color: green;">●</span>	→		
		Outpatient letters sent in 15 working days	Month	95.00%	98.10%	G <span style="color: green;">●</span>	↑		
			Quarter	95.00%	98.18%	G <span style="color: green;">●</span>	↑		
		Inpatient 28 day readmissions	Month	10.00%	6.67%	G <span style="color: green;">●</span>	↑		
			Quarter	10.00%	5.71%	G <span style="color: green;">●</span>	↑		
		MRSA - Blood stream infection	Month	0	0	G <span style="color: green;">●</span>	→		
			Quarter	0	0	G <span style="color: green;">●</span>	→		
		Mixed Sex accommodation breaches	Month	0	0	G <span style="color: green;">●</span>	→		
			Quarter	0	0	G <span style="color: green;">●</span>	→		
Discharge Emails sent in 2 working days	Month								
	Quarter								
Delayed Transfers of Care	Month	0.80%	0.84%	R <span style="color: red;">●</span>	→				
	Quarter	0.80%	1.24%	R <span style="color: red;">●</span>	→				
18 Week RTT Less Than 18 Weeks - Incomplete	Month	92.00%	94.23%	G <span style="color: green;">●</span>	↓				
	Quarter	92.00%	93.66%	G <span style="color: green;">●</span>	↓				

# OPERATIONAL OVERVIEW – OCTOBER 2017

Category	Sub-set	Metric	Period	Plan	Actual	Variance	Trend	Last 12 Months	Key Points	
Performance Dashboard	Fixed Submitted Returns	18 weeks RTT greater than 52 weeks	Month	0	0	G				Compliant with Fixed Targets
			Quarter	0	0	G				
		18 Week RTT incomplete	Month	92.00%	94.74%	G				
			Quarter	92.00%	94.74%	G				
		Mixed Sex accommodation breaches	Month	0	0	G				
			Quarter	0	0	G				
		Completion of IAPT Data Outcomes	Month	90.00%	96.18%	G				
			Quarter	90.00%	96.18%	G				
Ethnicity coding	Month	90.00%	92.30%	G						
	Quarter	90.00%	92.30%	G						
NHS Number	Month	99.00%	100.00%	G						
	Quarter	99.00%	100.00%	G						
Other Dashboards	Health Visiting	% 10-14 Day Breastfeeding coverage	Month	98.00%	100.00%	G				Compliant with Targets.
			Quarter	98.00%	100.00%	G				
		% 6-8 Week Breastfeeding coverage	Month	98.00%	98.64%	G				
			Quarter	98.00%	98.64%	G				
	IAPT	Recovery Rates	Month	50.00%	53.62%	G				Compliant with Targets.
			Quarter	50.00%	53.62%	G				
		Reliable Improvement Rates	Month	65.00%	68.38%	G				
			Quarter	65.00%	68.38%	G				
Safer Staffing	Inpatient Safer Staffing Fill Rates	Month	100.00%	103.5%	R				Detailed ward level information shows specific variances	
		Quarter	100.00%	103.5%	R					

# WORKFORCE OVERVIEW – October 2017

Category	Sub-set	Metric	Period	Plan	Actual	Variance	Trend	Key Points	
Workforce Dashboard	NHSI Key Performance Indicator (KPI)	Turnover (annual)	Oct-17	10%	9.76%	↘	G ●	↓	Annual turnover remains within the Trust target parameters and is below the regional Mental Health & Learning Disability average of 12.62% (as at August 2017 latest available data). The monthly sickness absence rate is 0.17% higher than the previous month, however compared to the same period last year (October 2016) it is 0.34% lower. The annual sickness absence rate continues to reduce running at 5.33% (as at September 2017 latest available data). The regional average annual sickness absence rate for Mental Health & Learning Disability Trusts is 5.18% (as at July 2017 latest available data). Anxiety / stress / depression / other psychiatric illnesses remains the Trusts highest sickness absence reason and accounts for 26.48% of all sickness absence, followed by surgery at 13.94% and cold / cough / flu at 10.09%. The Funded Fte vacancy rate has decreased by 1.90% to 5.96%. The number of employees who have received an appraisal within the last 12 months has increased by 0.84% to 77.02%. Year to date the level of Agency expenditure exceeded the ceiling set by NHSI by £584k. Compulsory training compliance has decreased by 1.30% to 85.58%.
			Sep-17		10.17%	↘	G ●		
		Sickness Absence (monthly)	Oct-17	5.04%	5.51%	↗	R ●	↑	
			Sep-17		5.34%	↗	R ●		
		Sickness Absence (annual)	Sep-17	5.04%	5.33%	↘	R ●	↓	
			Aug-17		5.35%	↘	R ●		
		Vacancies (including funded fte flexibility / cover)	Oct-17		5.96%	↘		↓	
			Sep-17		7.86%	↘			
		Appraisals (all staff - number of employees who have received an appraisal in the previous 12 months)	Oct-17	90%	77.02%	↗	R ●	↑	
			Sep-17		76.18%	↗	R ●		
		Appraisals (medical staff only - number of employees who have received an appraisal in the previous 12 months)	Oct-17	90%	80.37%	↘	A ●	↑	
			Sep-17		82.47%	↘	A ●		
		Agency Usage (£ year to date level of agency expenditure exceeding the ceiling set by NHSI)	Oct-17	£0	£0.584m	↘	R ●	↑	
			Sep-17		£0.728m	↘	R ●		
Agency Usage (% year to date level of agency expenditure exceeding the ceiling set by NHSI)	Oct-17	0%	31.05%	↘	R ●	↑			
	Sep-17		44.64%	↘	R ●				
Compulsory Training (staff in-date)	Oct-17	90%	85.58%	↘	A ●	↓			
	Sep-17		86.88%	↘	A ●				

Key:

Period Current month and previous month  
Plan Trust target  
↗ Variance to previous month

● Achieving target/within target parameters  
● Approaching target/approaching target parameters  
● Not achieving target/outside target parameters

↑ Trend based on previous 4 months  
↓ Turnover parameters (8% to 12%)  
 Page 12 of 32  
 Overall Page 74 of 261

# QUALITY OVERVIEW – NOVEMBER 2017

Sub-set	Metric	Period	Plan	Actual	Trend graph by month (rolling 6 months: May - October 2017)	Trend graph by quarter (last 2 qtrs: April - September 2017)	Key Points
Safe	No of incidents of moderate to catastrophic actual harm	Month	29	46			Plan: average last fin yr 2016/17 (month). Increase due to: deaths from 10 to 16 (7 of these natural causes), falls from 2 to 6, self harm from 3 to 7
		Quarter	88	102			Plan: average last fin yr (Qtr) 2016/17. Actual: 2017/18 Q2 data
	No of deaths of patients who have died within 12 months of their last contact with DHcFT	No of deaths of	104	115			Note, data as at 04/10/2017
		Quarter	312	370			Plan: average last fin yr (Qtr). Actual: 2017/18 Q2 data
	No of serious incidents reported to the CCG	Month	5	7			Plan - average last fin yr (month)
		Quarter	16	23			Plan: average last fin yr (Qtr). Actual: 2017/18 Q2 data
	No of episodes of patients held in seclusion	Month	10	14			Note: 1 patient had 5 separate episodes of seclusion during October
		Quarter	30	45			Plan: average last fin yr (Qtr). Actual: 2017/18 Q2 data
	No of incidents involving patients held in seclusion	Month	16	18			
		Quarter	47	46			Plan: average last fin yr (Qtr). Actual: 2017/18 Q2 data
	No of incidents involving physical restraint	Month	48	42			
		Quarter	143	145			Plan: average last fin yr (Qtr). Actual: 2017/18 Q2 data
	No of incidents involving prone restraint	Month	10	7			Month plan based on average from 1/7/16 when prone restraint collected on Datix as defined field
		Quarter	29	44			Qtr plan based on average for Q2/Q3/Q4. Actual 2017/18 Q2 data
	No of incidents of physical assault - patient on patient	Month	12	11			
		Quarter	37	41			Actual: 2017/18 Q2 data
No of incidents of physical assault - patient on staff	Month	19	27				
	Quarter	56	61			Actual: 2017/18 Q2 data	

# QUALITY OVERVIEW – NOVEMBER 2017

<b>Safe</b>	No of falls on in-patient wards	Month	32	32			
		Quarter	96	99			
	No of incidents of absconsion	Month	33	30			
		Quarter	99	90			
	No of patients with a clinical risk plan (FACE or Safety Plan)	Month	100%	74.47%			
		Quarter	100%	75.39%			
	Of above, no of patients with a Safety Plan	Month	90%	46.47%			Safety Plan replaced FACE from 1/4/2017
		Quarter	90%	27.64%			
	% of staff compliant with combined Level 3 Safeguarding Children and Think Family training	Month	85%	95.02%			
		Quarter	85%	NA			
	% of staff compliant with Clinical Safety Planning eLearning	Month	95%	93.23%			
		Quarter	95%	NA			
	% of CTRs (Care & Treatment Reviews) completed	Month	100%	Not available			The metric and data are currently under review and clarification
		Quarter	NA	NA			
	% of compliance with inpatients VTE assessment	Month	95%	87.11%			
		Quarter	95%	NA			
	HCR20 assessment completed (Low Secure)	Month	100%	N/A			No assessments due during Oct 2017. Next due 1st Dec 2017
		Quarter	100%	NA			

# QUALITY OVERVIEW – NOVEMBER 2017

Caring	No of complaints opened for investigation	Month	12	14			
		Quarter	37	43			Actual: 2017/18 Q2 data
	No of concerns received	Month	35	34			
		Quarter	104	121			
	No of compliments received	Month	100	66			
		Quarter	300	266			
	No of investigations by the Parliamentary Ombudsman	2016/17	NA	6			Data is provided cumulatively from 1st April each year
		2017/18	NA	1			Data is provided cumulatively from 1st April each year
	% of complaints upheld (full or in part) by the Parliamentary Ombudsman	2016/17	NA	0			1 ongoing and 5 no further action
		2017/18	NA	0			1 ongoing
	% of responded to (orange) complaint investigations completed within 40 working days, opened after 01/04/2016	Year	100%	24%			As at 09/11/2017, 243 (orange) complaints. 142 not responded within 40 working days. 56
	% of responded to (red) complaints investigations completed within 60 working days, opened after 01/04/2016	Year	100%	0%			As at 09/11/2017, 11 (red) complaints. 6 not responded within 60 working days. 5 ongoing.
No of incidents requiring Duty of Candour	Month	1	0			These figures will fluctuate based on the outcome of investigations.	
	Quarter	2	7				

# QUALITY OVERVIEW – NOVEMBER 2017

<b>Effective</b>	% of in-patients with a recorded capacity assessment	Month	100%	94.56%				
		Quarter	100%	94.94%				
	% of patients who have had their care plan reviewed and have been on CPA > 12months	Month	90%	96.07%				
		Quarter	90%	96.07%				
	No of seclusion forms not received by MHA Office	Month	0	0			Process now automated. Cross referenced with seclusion incidents reported on Datix. All data matches for Oct 2017	
		Quarter	0	7				
	% of CTO rights forms received by MHA Office	Month	100%	85%			As at 02/11/2017	
		Quarter	NA	NA				
	% of in patient older adults rights forms received by MHA Office	Month	100%	77%				
		Quarter	NA	NA				
	<b>Responsive</b>	% of staff uptake of Flu Jabs	Month	45%	19.10%			Figure as at 08/11/2017. Data to end of 30/11/16. New campaign for 2017 underway.
			Year	45%	38.40%			Relates to 2016 campaign. Final data as shown in 16/17 Quality Account
% of policies in date		Month	95%	91.08%			As at 09/11/2017. 16 of 29 policies out of date, became overdue on 31/10/2017	
		Quarter	NA	NA				

# QUALITY OVERVIEW – NOVEMBER 2017

<b>Well Led</b>	% of staff who have received Clinical Supervision, within defined timescales	Month	100%	63.20%		
		Quarter	100%	NA		
	% of staff who have received Management Supervision, within defined timescales	Month	100%	70.50%		
		Quarter	100%	NA		
	No of outstanding actions following serious incident investigations	Month	5	54		Total overdue actions as at 09/11/2017.
		Quarter	0	NA		
	No of outstanding actions following complaint investigations	Month	5	30		Total overdue actions as at 09/11/2017
		Quarter	NA	NA		
	No of outstanding actions following CQC comprehensive review report (2016)	Month	0	14		Figure as at 27/10/2017

# Financial Section

### Capital Expenditure YTD

Capital Expenditure is behind plan by £961k at the end of October. This is mainly due to the re-prioritisation of schemes in year, which are due to complete over the coming months.

The Capital Action Team have full oversight of the current schemes and any slippage which has been allocated to new schemes to achieve the full plan at the end of the financial year.

Additional STF income which was notified to us in 2016/17 and was paid in this financial year could be added to the capital plan if required. This could be invested in schemes that will drive further efficiencies across the Trust and to benefit staff well being. This is currently not included in the forecast.

### CIP performance – Non-Recurrent delivery

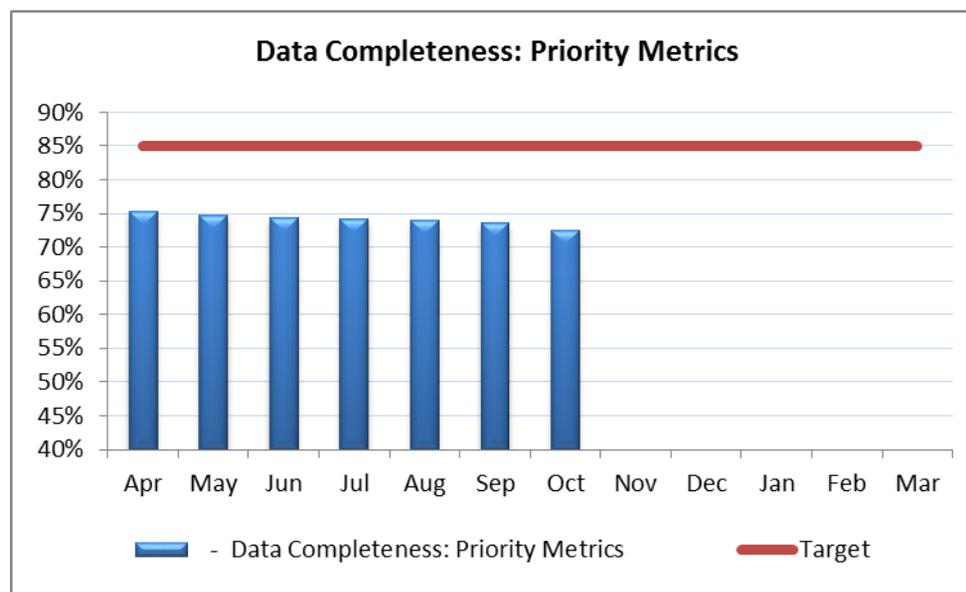
At the end of October there was £4.3m of assured CIP against a plan of £3.85m, making an overachievement of £499k. Of the £4.3m assured, £2.7m has been assured non-recurrently.

The forecast assumes a further delivery of £0.6m of which almost all is non-recurrent. The total CIP forecast to be delivered is £4.9m which is an overachievement of £1.1m against the target of £3.8m. Of the forecast £4.9m, £3.3m is non-recurrent in nature. The non-recurrent nature of this year's delivery poses a significant risk to next year's financial performance.

Trust Management Team and Executive Leadership Team continues to performance-monitor CIP delivery which is reported to Finance and Performance Committee who have delegated authority from Trust Board for oversight of CIP delivery.

# Operational Section

# Data Completeness: Priority Metrics



This is an NHS Improvement Single Oversight Framework (SOF) target which came into force from 1st October 2016. The national requirement is to achieve the priority metrics target of 85%. Achieving this target would be extremely challenging without additional resource. It is acknowledged there are capacity issues.

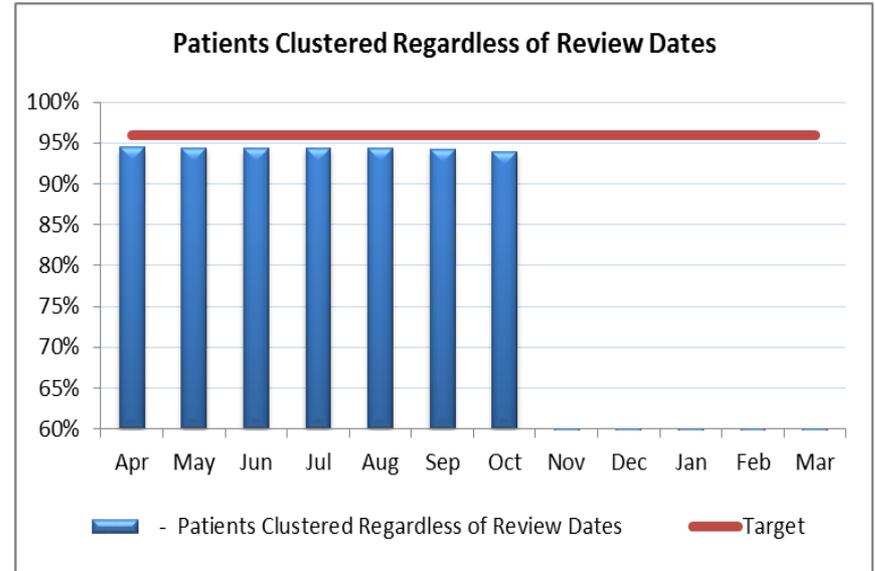
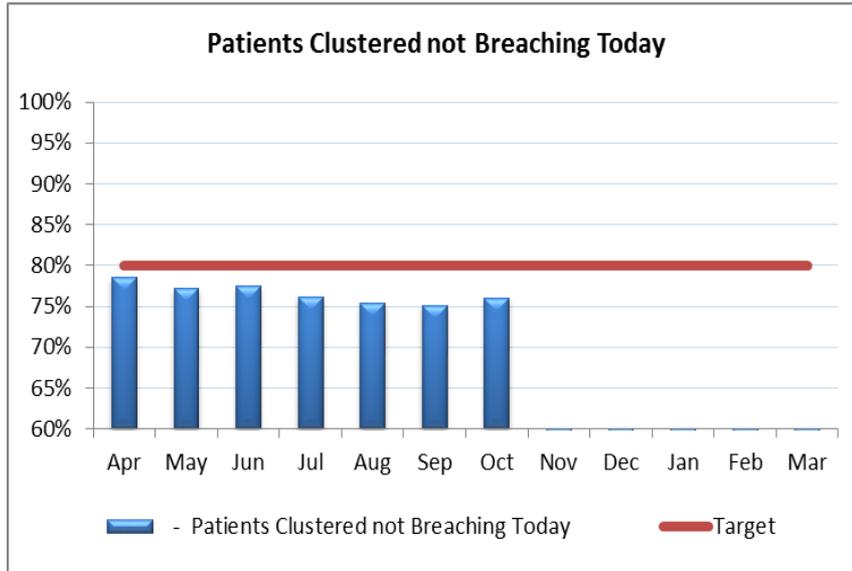
However, the new Single Oversight Framework (SOF) published mid-November has replaced the “data completeness priorities metrics” and “data completeness identifiers metrics” indicators with a single “data quality maturity index – mental health services data set score” indicator. The proposed target is 95%. In the latest published national data the Trust scored 98.9% and therefore would expect to be compliant with this target in the future.

In addition, a task group has been set up to consider existing administrative structures relating to data collation and reporting.

<sup>1</sup><https://improvement.nhs.uk/resources/updating-single-oversight-framework-share-your-views/>

<sup>2</sup><http://content.digital.nhs.uk/dq>

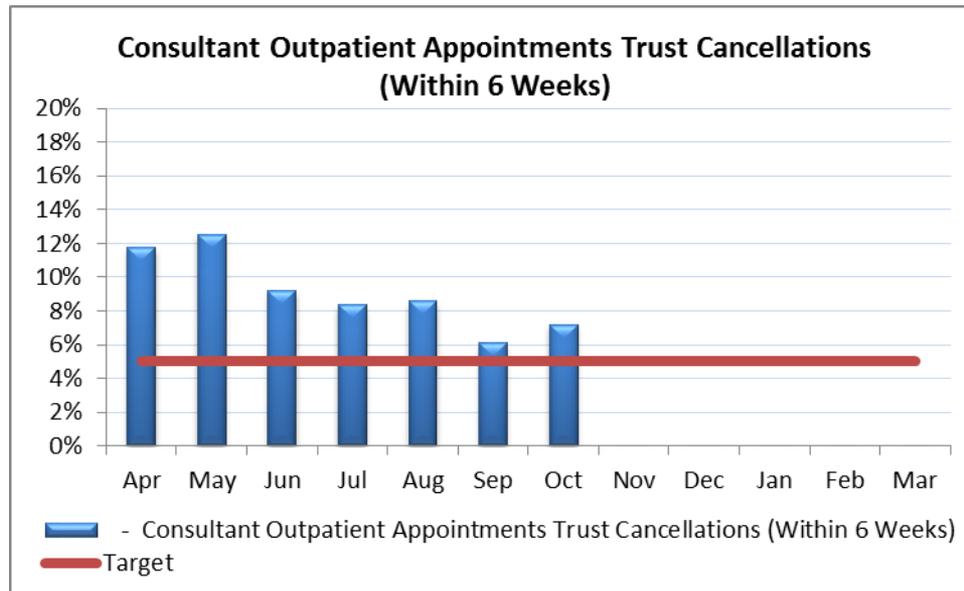
# Patients Clustered not Breaching Today and Patients Clustered regardless of review dates



A paper was presented to the Finance and Performance Committee on 22nd May 2017. The Committee stated that it was important to achieve the identified performance standards and commissioned an action plan to address the requirements:

- The 2 performance targets should be complemented by the approved quality indicators not replaced by them
- Clusters to be used to help analyse caseloads and case flow.
- Audit to understand why there is a discrepancy with the red rule adherence
- Multi-disciplinary reference group to be established
- Target teams or individuals where clustering seems out of kilter with the performance and red rules

# Consultant Outpatient Appointments Trust Cancellations (within 6 weeks)



The majority of cancellations were owing to clinician absence, there being no consultant, or appointments needing to be moved to accommodate more urgent cases.

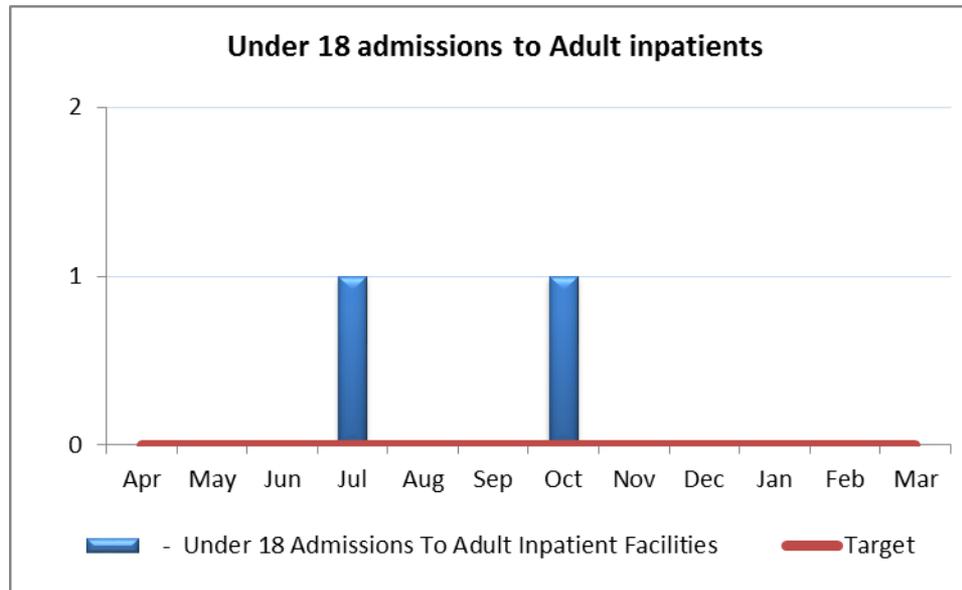
Recruitment to vacant consultant posts is progressing slowly. We finally succeeded in recruiting to the South Derbyshire post which had been vacant since November 2016. This has started to have a positive impact on cancellations.

Despite the trust sending text message appointment reminders, the number of patients who do not attend scheduled outpatient appointments remains persistently high, although did reduce in month.

Actions set out in the report provided to Trust Board last month continue to be delivered.

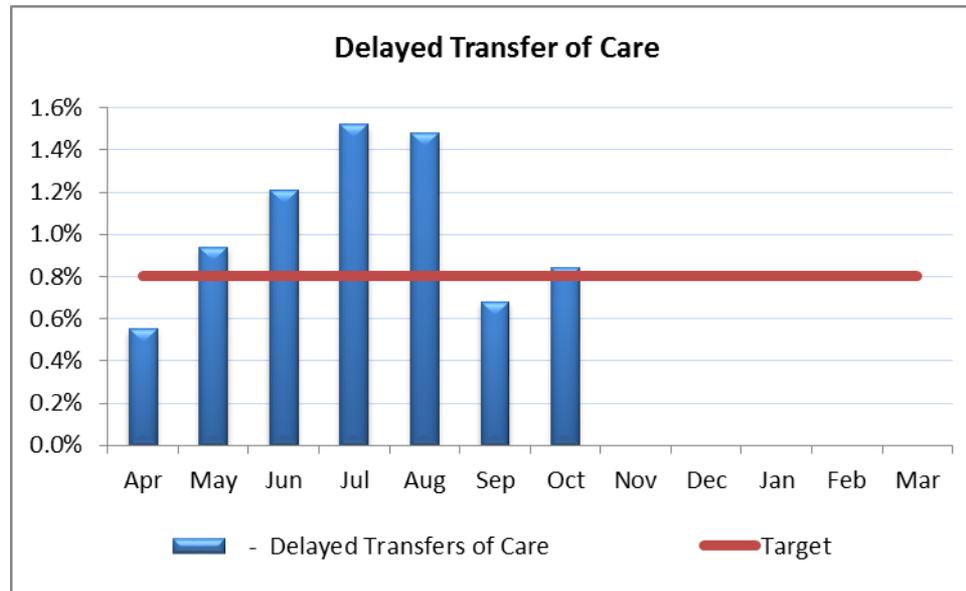
Reason	n	%
Clinician Absent From Work	134	37.9%
Moved - Trust Rescheduled	63	17.8%
No Consultant	38	10.7%
Moved - Location Issue	35	9.9%
Clinician On Annual Leave	16	4.5%
Clinic Booked In Error	14	4.0%
Virtual Clinic	13	3.7%
Moved - Clinic Cancelled	13	3.7%
Moved - Staff Issue	11	3.1%
Clinician Must Attend Meeting	11	3.1%
Paris System Issue	5	1.4%
Clinician Must Attend Training	1	0.3%
<b>Grand Total</b>	<b>354</b>	<b>100%</b>

# Under 18 admissions to Adult inpatients



1 patient aged under 18 was admitted in October for their own safety for 4 days owing to NHS England being unable to immediately source a CAMHS PICU bed.

# Delayed Transfers of Care



The Red2Green process has resulted in greater scrutiny in the reasons for why patients are delayed in their pathway. The Trust continues to engage in stakeholder DTOC process meetings with social care. We are anticipating some fluctuation whilst the DTOC criteria continues to be scrutinised across all wards.

7 discharges were delayed in October:

Delay Reason	Responsibility
E1 - await care package in own home	Social Care
D1 - await residential home placement or availability	Social Care
J2 - housing awaiting supported accommodation	Health & Social Care
J2 - housing awaiting supported accommodation	Health & Social Care
J2 - housing awaiting supported accommodation	Health & Social Care
C1 - await further non-acute NHS care	Health & Social Care
J2 - housing awaiting supported accommodation	Health & Social Care

# WARD STAFFING

Ward name	Occupancy % Rate	Day		Night		Comments Required	Analysis and Action Plan for 'Average fill rate' above 125% and below 90%
		Average fill rate - registered nurses / midwives (%)	Average fill rate - care staff (%)	Average fill rate - registered nurses / midwives (%)	Average fill rate - care staff (%)		
AUDREY HOUSE RESIDENTIAL REHABILITATION	74.52%	143.0%	77.3%	75.8%	0.0%	Yes	We currently have two full time band 5 RN posts out for approval to appoint. A further band 5 post off long term sick.
CHILD BEARING INPATIENT	98.92%	81.3%	85.6%	100.0%	190.3%	Yes	the feedback from Perinatal is that the current fill rate tolerances have been broken for registered nurses in the day to cover a member of staff on a career break, carers leave and clinical activity when there was no unqualified bank staff available. Care staff on nights due to further long term sickness absences and ongoing high observation levels, which also temporarily impacted on care staff day cover.
CTC RESIDENTIAL REHABILITATION	86.54%	121.1%	87.4%	145.2%	80.6%	Yes	The higher qualified number on days is due to a registered nurse under capability working on the unit. She is not working as a qualified nurse but is on Eroster as registered. There are 2 registered staff on duty (normal number) as well as her. The capability process is coming to an end. The increase in registered staff on nights is due to changing the night staffing as per trust policy to ensure 2 registered on each shift. There are 2 registered and one unregistered (where possible) on each night shift.
KEDLESTON LOW SECURE UNIT	41.29%	89.6%	64.4%	93.5%	78.2%	Yes	At present we are working on 6-6-5 where possible due to refurb works. We have several staff who have been on a phased return who are not reflected within the numbers. Bleep shifts do not show within these figures either. We have largely maintained 2 RNs on nights. We currently have vacancies that are being recruited into in preparation for the second ward opening in March 2018. We will therefore be showing as under occupancy for this duration.
KINGSWAY CUBLEY COURT - FEMALE	50.72%	116.7%	77.0%	62.9%	109.7%	Yes	We are beginning to improve our ratio of R/N and N/A on nights and will continue to address this issue. We have N/A vacancies – interviews arranged for 23/11/17.
KINGSWAY CUBLEY COURT - MALE	79.75%	90.3%	119.9%	93.6%	172.0%	Yes	There were 10 Registered and 11 Non Registered shifts of Short term sickness which affected the planned versus actual Vacancies have been approved and awaiting recruitment ( 1 NA leaver and 1 planned NA + 1 RN Mat Leave) 2 NA's are redeployed to other areas for 3 months Staffing has been increased to cover increased levels of observation and maintain patient safety this has fluctuated The staffing is occasionally below planned to cover other areas with sort term emergencies and when the temporary staffing service is unable to meet demand There were 2 occasions when the night cover was depleted to 1 RN where the 2nd RN was redeployed to another ward

# WARD STAFFING

Ward name	Occupancy % Rate	Day		Night		Comments Required	Analysis and Action Plan for 'Average fill rate' above 125% and below 90%
		Average fill rate - registered nurses / midwives (%)	Average fill rate - care staff (%)	Average fill rate - registered nurses / midwives (%)	Average fill rate - care staff (%)		
LONDON ROAD COMMUNITY HOSPITAL - WARD 1 OP	101.61%	90.8%	101.9%	98.4%	130.7%	Yes	The only red on the report relates to extra nursing assistants and night and this is due to bringing in staff to do supportive observations
HARTINGTON UNIT - MORTON WARD ADULT	87.63%	98.5%	123.3%	51.6%	212.9%	Yes	We are continuing to carry some Band 5 vacancies and in addition to this one of our Band 5 nurses is currently acting up into the vacant Band 6 role on the ward. We have recruited into most of the Band 5 vacancies and are awaiting these staff to start
HARTINGTON UNIT - PLEASLEY WARD ADULT	88.55%	84.4%	117.1%	48.4%	212.9%	Yes	I can confirm the staffing return for October is correct. Currently the ward is carrying high band 5 vacancy levels ( 8.24). x2 band 5's have been recruited into 2 of these vacancies however are not starting until the new year at the earliest. There is an on-going recruitment drive and we are interviewing applicants on the 16th November. Because of this is often not possible to have x3 band 5 registered nurses on every day shift and it becomes necessary to backfill with band 3 healthcare assistants which accounts for the day staff figures. On nights due to the vacancies it is not possible to run on x2 registered nurses, the shortfall is covered by use of bank band 3 healthcare assistants which again accounts for the figures returned.
HARTINGTON UNIT - TANSLEY WARD ADULT	88.84%	81.5%	137.3%	56.5%	222.6%	Yes	No Comment Received
ENHANCED CARE WARD	96.45%	71.9%	127.8%	50.0%	208.1%	Yes	All inpatient wards at the Radbourne unit remain affected by low recruitment into Registered Nursing vacancies. The current staffing establishment for ECW is unable to meet the full demands for RN cover on each shift. In order to maintain safety and stability within the clinical areas, we have over recruited into HCA posts, hence the higher than required fill rates for unregistered staff. The Trust and individual ward areas continue to proactively recruit into RN vacancies and staffing/ skill mix are reviewed on an ongoing basis at ward level, operational level and Trust level. In addition we are making all attempts to book regular bank/ agency staff who are familiar to our areas in order to provide a level of consistency. The Trust are currently looking to provide additional support into the unit, in order to allow senior and regular staff to work within clinical numbers on the wards where necessary.

# WARD STAFFING

Ward name		Day		Night		Comments
RADBOURNE UNIT - WARD 33 ADULT ACUTE INPATIENT	98.06%	79.9%	145.5%	66.1%	222.6%	<p>Analysis and Action Plan for 'Average fill rate' above 125% and All inpatient wards at the Radbourne unit remain affected by low recruitment into Registered Nursing vacancies. The current staffing establishment for Ward 33 is unable to meet the full demands for RN cover on each shift. In order to maintain safety and stability within the clinical areas, we have over recruited into HCA posts, hence the higher than required fill rates for unregistered staff.</p> <p>The Trust and individual ward areas continue to proactively recruit into RN vacancies and staffing/ skill mix are reviewed on an ongoing basis at ward level, operational level and Trust level. In addition we are making all attempts to book regular bank/ agency staff who are familiar to our areas in order to provide a level of consistency. The Trust are currently looking to provide additional support into the unit, in order to allow senior and regular staff to work within clinical numbers on the wards where necessary.</p>
RADBOURNE UNIT - WARD 34 ADULT ACUTE INPATIENT	101.29%	85.3%	155.0%	50.0%	251.6%	<p>There continues to be a high level of RN vacancies , therefore it is impossible to fulfil 2 RN's at night, roster is fulfilled by NA's</p>
RADBOURNE UNIT - WARD 35 ADULT ACUTE INPATIENT	100.16%	90.8%	156.5%	61.3%	138.7%	<p>All inpatient wards at the Radbourne unit remain affected by recruitment &amp; retention of iRegistered Nursing vacancies. The current staffing establishment for Ward 35 is insufficient to meet the full demands for RMN cover on each shift. In order to maintain safety and stability within the clinical areas, we have over recruited into HCA posts, hence the higher than required fill rates for unregistered staff.</p> <p>The Trust and individual ward areas continue to proactively recruit into RMN vacancies and staffing/ skill mix are reviewed on an ongoing basis at ward level, operational level and Trust level. In addition we are making all attempts to book regular bank/ agency staff who are familiar to our areas in order to provide a level of consistency. The Trust are currently looking to provide additional support into the unit, in order to allow senior and regular staff to work within clinical numbers on the wards where necessary.</p>
RADBOURNE UNIT - WARD 36 ADULT ACUTE INPATIENT	97.74%	100.4%	128.8%	50.0%	261.3%	<p>Ward 36 have been unable to staff nights with 2 qualified as there is a significant deficit of qualified staff, currently 7 vacancies. This means that there is a high use of unqualified bank staff.</p>

# Workforce Section

**Sickness Absence**

(Monthly)

Aug-17

5.84%

Sep-17

5.34%

Oct-17

5.51%



(Annual)

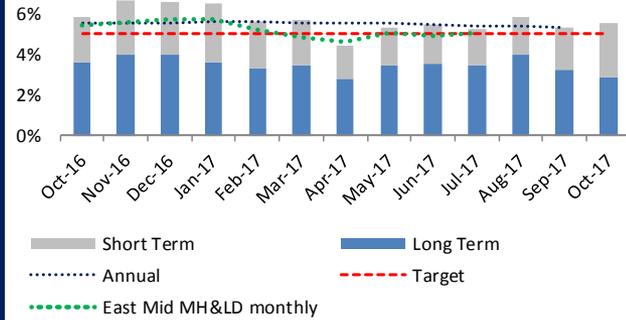
5.35%

5.33%

tbc



Target 5.04%



The monthly sickness absence rate is 0.17% higher than the previous month, however compared to the same period last year (October 2016) it is 0.34% lower. The Trust annual sickness absence rate continues to reduce and is running at 5.33% (as at September 2017 latest available data). Anxiety / stress / depression / other psychiatric illnesses remains the Trusts highest sickness absence reason and accounts for 26.48% of all sickness absence, followed by surgery at 13.94% and cold / cough / flu at 10.09%. Compared to the previous month short term sickness absence has increased by 0.49% and long term sickness absence has decreased by 0.32%.

**Compulsory Training**

(Staff in-date)

Aug-17

87.69%

Sep-17

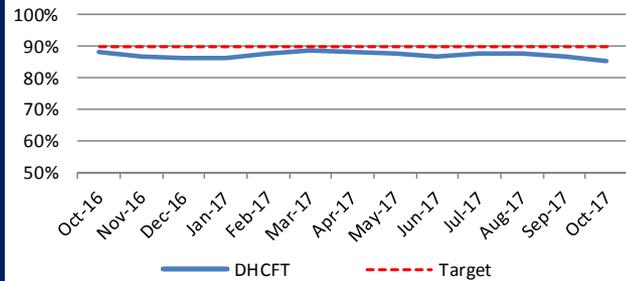
86.88%

Oct-17

85.58%



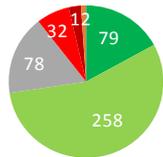
Target 90%



Compulsory training compliance continues to remain high running at 85.58%, a decrease of 1.30% compared to the previous month. Compared to the same period last year compliance rates are 2.64% lower.

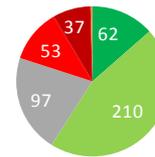
**Staff FFT Q2 2017/18 (465 responses, 20.5% response rate) & Staff Survey 2016**

How likely are you to recommend this organisation to friends and family if they needed care or treatment.



- 1 - Extremely Likely
- 2 - Likely
- 3 - Neither likely nor unlikely
- 4 - Unlikely
- 5 - Extremely unlikely
- 6 - Don't Know
- 7 - No Response

How likely are you to recommend this organisation to friends and family as a place to work.



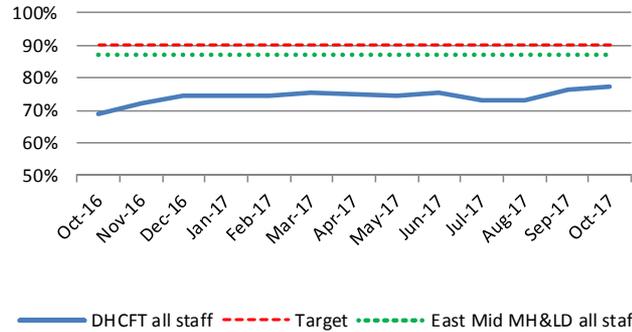
Appraisals

(All staff)

	Aug-17	Sep-17	Oct-17
(All staff)	73.03%	76.18%	<b>77.02%</b>



Target 90%



The number of employees who have received an appraisal within the last 12 months has increased by 0.84% during October 2017 to 77.02%. Compared to the same period last year, compliance rates are 8.36% higher. According to the 2016 staff survey results, the national average for Mental Health & Learning Disability Trusts is 88.79%. Local benchmarking data for a range of Trusts in the East Midlands shows an average completion rate of 83.57%.

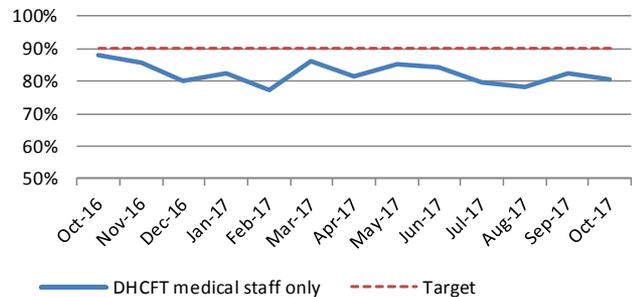
Appraisals

(Medical staff only)

	Aug-17	Sep-17	Oct-17
(Medical staff only)	78.22%	82.47%	<b>80.37%</b>

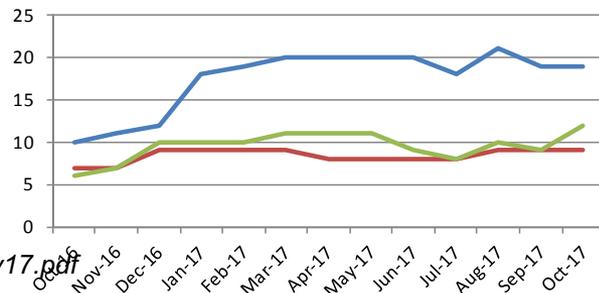


Target 90%



The number of Medical staff who have received an appraisal within the last 12 months has decreased by 2.10% to 80.37%. Compared to the same period last year, compliance rates are 7.37% lower. Junior Doctors on rotational training are excluded from the figures.

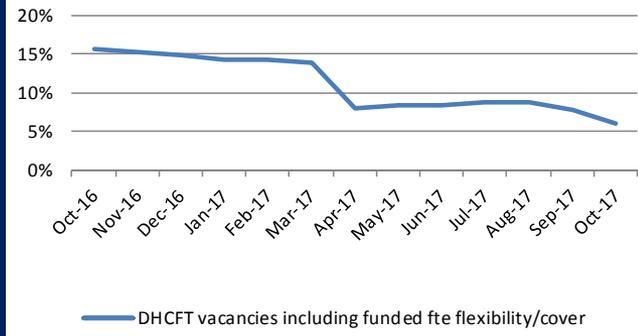
Grievances/Dignity at Work/Disciplinaries as at 31/10/2017



There are 12 grievance cases lodged at the formal stage, 3 new cases and no further cases resolved in the period. There are 9 Dignity at Work cases, no new cases and no further cases resolved in the period. There are 19 Disciplinary cases, 4 new cases and 4 cases have been resolved in the period.

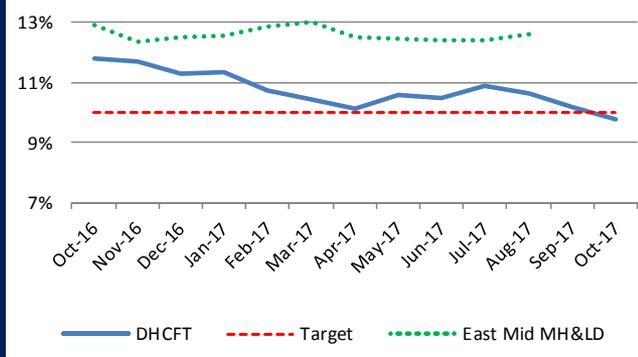


Vacancy	Aug-17	Sep-17	Oct-17
(Funded full time equivalent) Including funded fte flexibility/cover	8.68%	7.86%	5.96%



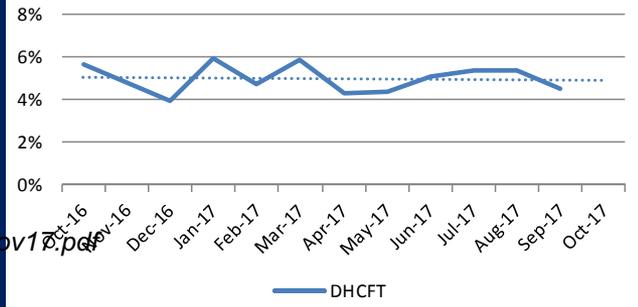
The Trust vacancy rate includes funded Fte surplus for flexibility including sickness and annual leave cover. Funded vacancy rates have decreased to 5.96% in October 2017. 2017/18 budget changes included a large reduction in Fte from 2016/17 investment not materialising and Cost Improvement Programmes. During the period January 2017 to October 2017, 204 employees have left the Trust and 293 employees have joined the Trust.

Turnover	Aug-17	Sep-17	Oct-17
(Annual)	10.64%	10.17%	9.76%



Annual turnover remains within Trust target parameters at 9.76% and remains below the average for East Midlands Mental Health & Learning Disability Trusts (12.62%). The average number of employees leaving over the last 12 months continues to decrease from 19.5 to 18.83. During October 2017 19 employees left the Trust which included 5 retirements.

Agency Usage	Aug-17	Sep-17	Oct-17
(Spend)	5.34%	4.48%	1.29%



Total agency spend in October was 1.29% (1.72% including medical locums). Of total agency and locum spend for all staff groups, Qualified Nursing represented 0.90%, Medical 0.36% and other agency usage 0.03%. Agency Qualified Nursing spend against total Qualified Nursing spend in October was 2.5%. Agency Medical spend against total Medical spend in October was 2.5%. Year to date the level of Agency expenditure exceeded the ceiling set by NHSI by £584k.

## Quality Position Statement

### Purpose of Report

The purpose of this report is to provide the Board of Directors with an update on the Trust's continuing work to improve the quality of services it provides in line with the Trust Strategy, Quality Strategy and Framework and strategic objectives. The theme this month is particularly 'how do we know?' and NHS benchmarking.

### Executive Summary

This position statement sets out:

1. **Safety** – Positive and safe. This month we have considered our quality priorities of reducing violence and suicide and restrictive practices e.g. use of the Mental Health Act. In December there are changes to the use of 136 its incidence and timescale for detention. This is why we have included our current performance in the use of Section 136 when compared to other trusts.
2. **Safety and responsiveness** - We have included national benchmarking to compare our performance with our counterparts to consider quality priorities, patient experience, clinical outcomes and safety issues. The highlighted issues are all connected to our Trust strategy and key learning from safety incidents. In addition we have chosen to test and highlight our performance in known Board assurance risks, namely community capacity and risk to the Crisis team.
3. **Caring** – This month we held the Trust Awards ceremony for individuals who have primarily been proposed by our community, patients, carers or other partners. This summary has been linked to our quality priorities and demonstrates publicly to our community and partners our staff dedication to our Trust priorities and to our community.
4. **Well led** - Our Care Quality Commission (CQC) Action Plan Performance, to assure the public of our progress and commitment and that we remain on trajectory for our timeline for completion in January 2018.

### Strategic considerations

1) We will deliver <b>quality</b> in everything we do providing safe, effective and service user centred care.	<b>X</b>
2) We will develop strong, effective, credible and sustainable <b>partnerships</b> with key stakeholders to deliver care in the right place at the right time.	X
3) We will develop our <b>people</b> to allow them to be innovative, empowered, engaged and motivated. We will retain and attract the best staff.	X
4) We will <b>transform</b> services to achieve long-term financial sustainability.	X

## **Strategic considerations**

To give an insight into our quality management and focus our reporting to the key areas as key lines of enquiry and questioning by the Care Quality Commission as our Quality Regulator and to provide assurance level information on our services and their performance.

## **(Board) Assurances**

Compliance with the key areas covered by the Care Quality Commission key lines of enquiry and emerging clinical strategy and how this will influence the quality team in developing practice.

## **Consultation**

This paper has not been previously presented, but does reference information available to the Quality Leadership Teams and Quality Governance Structures.

## **Governance or Legal issues**

- Evidence of our compliance with the Health and Social Care Act 2008 (Regulation activities) Regulations 2014 Part 3 and CQC (Registration) Regulations 2009 (Part 4)
- Children and Families Act 2014
- The Care Act 2014
- There are legal issues under the Regulatory Reform (Fire) Safety Order 2005, the Health & Safety at Work etc. Act 1974 and the Health & Social Care Act 2010 contained within this Report
- Care Quality Commission Regulations this report provides assurance to:-
  - Outcome 4 (Regulation 9) Care and welfare of people who use services
  - Outcome 10 (Regulation 15) Safety and suitability of premises
  - Outcome 11 (Regulation 16) Safety, availability and suitability of equipment
  - Outcome 12 Regulation 210) Requirements relating to workers
  - Outcome 14 (Regulation 23) Supporting staff
  - Outcome 16 (Regulation 10) Assessing and monitoring the quality of service provision
  - Compliance with the Health & Safety at Work etc. Act 1974 (HSWA)
  - Compliance with the Regulatory Reform (Fire Safety) Order 2005

<b>Public Sector Equality Duty &amp; Equality Impact Risk Analysis</b>	
The author has a responsibility to consider the equality impact and evidence on the nine protected characteristics (REGARDS people) (Public Sector Equality Duty & Equality Impact Risk Analysis)).	
There are no adverse effects on people with protected characteristics (REGARDS).	
There are potential adverse effect(s) on people with protected characteristics (REGARDS). Details of potential variations /inequalities in access, experience and outcomes are outlined below, with the appropriate action to mitigate or minimise those risks.	X
<b>Actions to Mitigate/Minimise Identified Risks</b>	
Any impact or potential impact on equality is considered as a key part of all our quality work. Some of the examples are improving the equalities position for individuals and their families are fully in line with our duties and responsibly and due regard.	
Individuals with mental health and learning disabilities are often adversely affected by economic disadvantage due to the significant impact on life due to the period of illness.	

<b>Recommendations</b>
The Board of Directors is requested to:
<ol style="list-style-type: none"> <li>1) Receive this quality position statement</li> <li>2) Gain assurance, be advised on safety</li> <li>3) Review its content and seek clarity or challenge on any aspect of the report</li> </ol>

**Report presented by:** **Carolyn Green**  
**Executive Director of Nursing & Patient Experience**

**Report prepared by:** **Carolyn Green**  
**Executive Director of Nursing & Patient Experience**

## Quality Position Statement

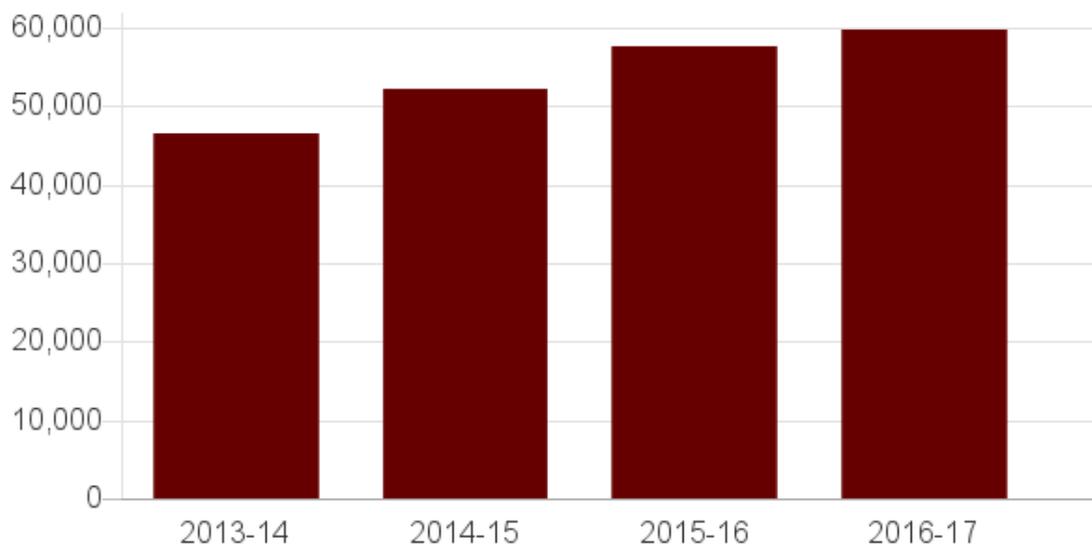
### 1.1 Safety – Our work towards Positive and Safe and continuous quality improvement, using national benchmark data to chart our progress

We continue to make progress in our commitments to Positive and Safe within our Risk Reduction strategy.

Nationally the position is as below:

#### Incidents of restraint

Figures from 40 out of 56 mental health trusts in England



Source: Freedom of Information requests by the Liberal Democrats



**It is clear the violence nationally is increasing; complexity and need are all increasing.**

Safety/ Quality and Effectiveness – Reducing suicide and violence reduction

Our Trust has committed to these quality objectives.

In our Trust in Derbyshire, our current benchmarked performance in these areas is bucking the trend.

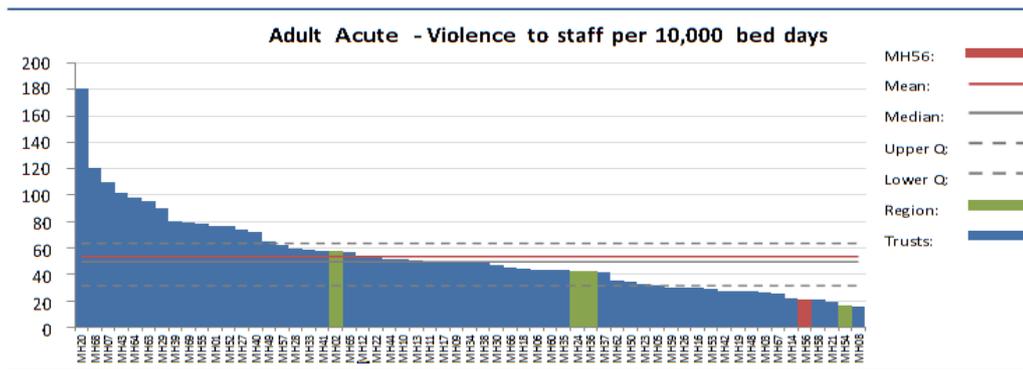


Figure 115

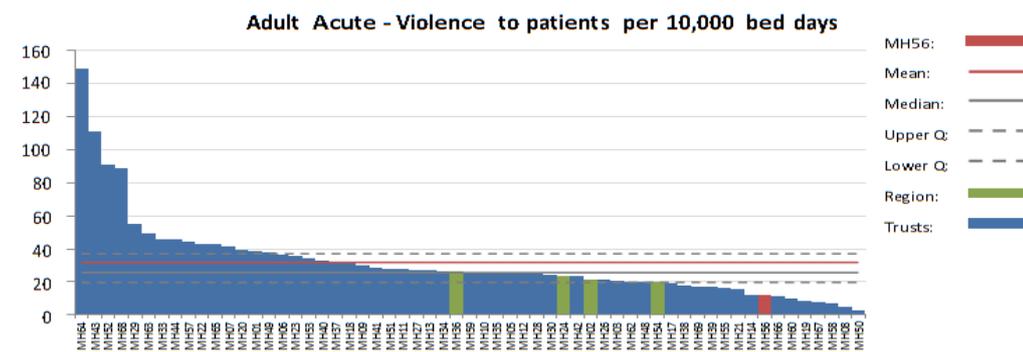


Figure 116

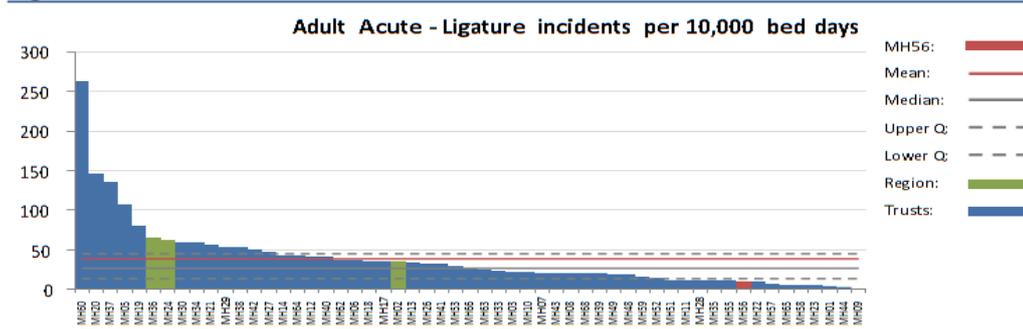


Figure 117

Mental Health Benchmarking  
NHS Benchmarking Network 2017

This data would indicate that our investment programme in ligature reduction has been successful and effective. Our training in suicide prevention has had some impact upon in-patient suicide prevention and the component parts of our Suicide Prevention Strategy are having a positive impact.

**Safety – the use of the Mental Health Act?**

The quality improvement work we have put in place has not worked and we are detaining more mental health patients in hospital for longer, individuals are lurching in and out of crisis and into our 136 suites.

No - the following charts show that use of the Mental Health Act is reduced and we have substantially reduced the use of the Mental Health Act.

Figure 16

In order to monitor absolute changes in the use of the Mental Health Act, the following chart benchmarks involuntary admissions to adult acute beds per 100,000 population. The average position of 73.7 compares to 78.8 last year.

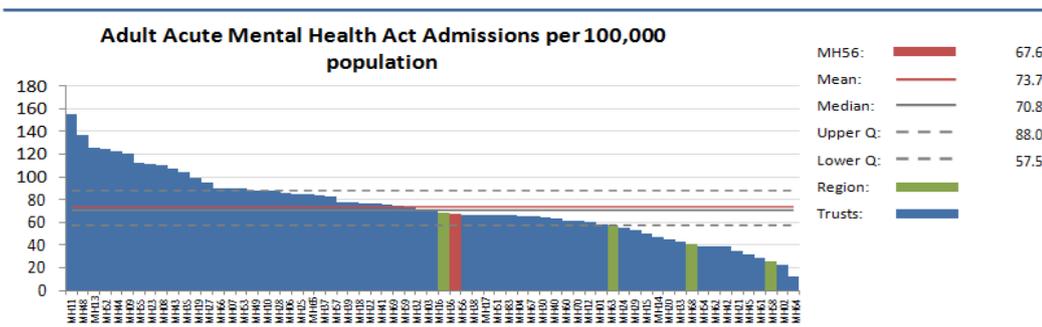


Figure 17

Mental Health Benchmarking  
NHS Benchmarking Network 2017

Participants have reported a sustained growth in Section 136 assessments. This figure was 48 assessments per 100,000 population in 2014/15, and 58 per 100,000 population in 2015/16. Latest data from 2016/17 confirms a further increase to 57 undertaken S136 assessments per 100,000 population.

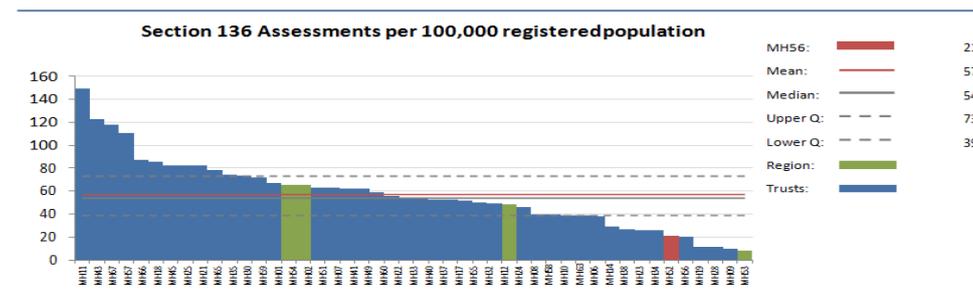


Figure 68

### Safety- Are our community mental health teams really that pressured?

Yes - our community teams have large caseloads and we are in the highest quartile of community caseload per population. The recommended caseload for standard community mental health practice in the national recommend clinical guidelines is a caseload of 35. Our Neighbourhood teams service specifications, state a caseload of 35. We continue to provide services to our community, but we continue to receive feedback on the impact upon our staff.

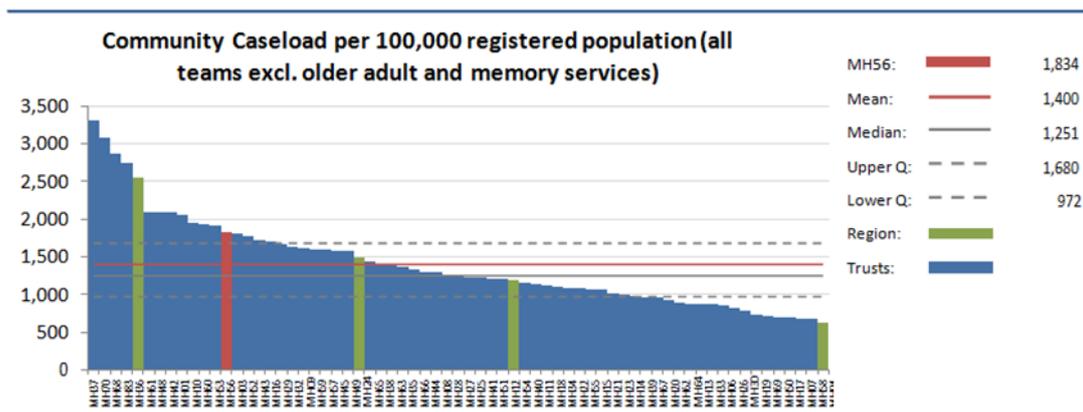


Figure 52

Our service model is an effective model of care, with high levels of practice outcomes (see chart below) DHCFT ranks third highest performing trust in the country, high levels of patient experience. The cost is at expense of staffs well-being. This is not just our Trust. This picture links with the national picture. However, the impact is experience more intensely in our organisation as there is limited third sector alternative services compared to other regions. We have no primary mental health care model in place and the known accepted Derbyshire demand pressures (NHS Improvement analysis and gap of sixty five care co-ordinations against our service specification (accepted by the CCG (Clinical Commissioning Group in 2015).

## Quality

Benchmarking Network

While productivity and cost are important considerations, the safety and quality of services remains of central importance as a benchmarking theme. A wide range of quality metrics are available in the mental health benchmarking toolkit, and providers may find it useful to consider the findings in this section of the tool.

The score for community patient satisfaction comes from the National CQC survey, results of which are published on its website. The question asks "Overall view of mental health services - feeling that overall they had a good experience". This metric has ranged from 69% to 73% in recent years. This year's position is 70.1%.

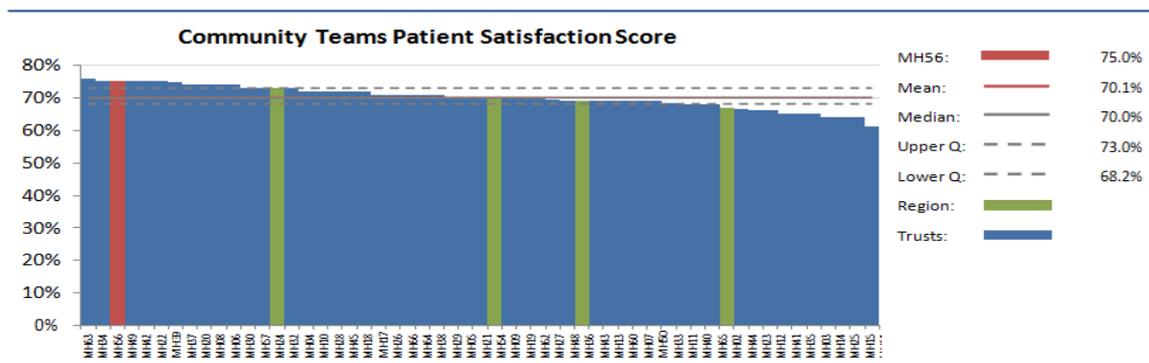


Figure 106

An alternative measure newly introduced to mental health providers is the NHS Friends and Family Test. This question asks "How likely are you to recommend to friends and family if they needed similar care or treatment?"

The average position this year was 85.3% would be likely or extremely likely to recommend.

## Safety

### The Crisis team is underfunded for the population

Yes - in addition activity has reduced, to a level more akin to the size of the team. Therefore, pressure on the team has reduced. However, the fundamental issue of team to meet the demand of our community remains unchanged. This may mean that additional pressure is being experienced in the Neighbourhood teams.

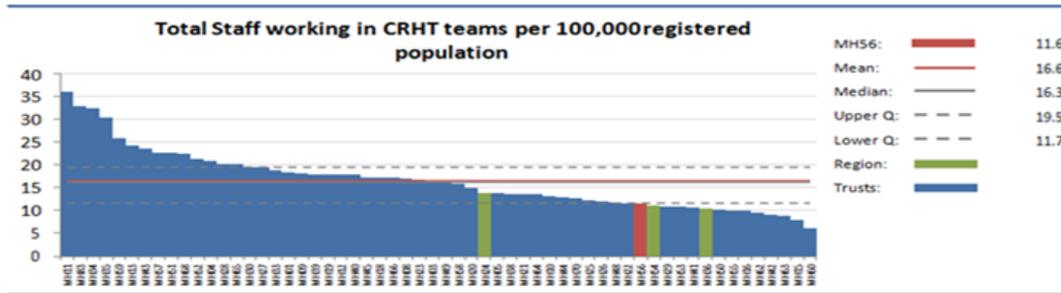


Figure 67

## 1.2 Effectiveness and Responsiveness - Learning from Very Serious Incidents – Nationally, where the safety risks and outcomes for patients who are cared for in out of area are less positive that those in their county of origin

Our teams continue to work on reducing the number of people who receive out of county treatment for their mental illness in an external bed.

The Trust has made significant headway in reducing out of area bed use. This significant quality improvement has occurred due to this being an important quality and effectiveness issue to the organisation.

We have achieved this month no people in acute mental health out of area beds. The significant quality improvement has been through the hard sustained work of the acute care pathway teams. We would like to express our thanks to Hartington and Radbourne teams for their hard work in these areas for this excellent quality improvement in the patient and carer experience.

In addition, the acute teams have commenced and early indicators are that they are successfully implementing Red2Green and on-site visits feedback has been very positive about the impact and focus upon impactful, productive and focused clinical interventions in ward settings.

### Action

1. Our Trust will continue to invest in NHS Benchmarking and use this information to inform our Trust strategy, our clinical operations, clinical strategy and our tactical decision making. This data will be included in our Quality account at year end. Overall our analysis of risks and our formulation of the risks to our organisation and the impacts do correlate with the national benchmarking data. Organisationally we need to continue with our solution focused approach to these issues.
2. The national community survey outcomes are the best in our entire organisational history, this is to be celebrated. However, any Trust wide and external briefing of this achievement should be moderated with the reality of the impact upon the well-being of our staff.
3. We will be preparing additional data on our benchmarking and what it means for the Trust and how we plan with our divisional teams.

## **Caring**

We held the Trust awards ceremony on 15 November 2017, at an afternoon tea event. The winners were announced to celebrate the impact they have made on Quality and the Patient experience of our community.

Congratulations to...

**COMPASSION IN PRACTICE award. This is one of our Trust values and a quality priority personalised care**

**Jennifer Sargeson, Nursing Assistant, Morton Ward, Hartington Unit**

Nominated by a service user for treating her “with a lot of respect” and caring for her when she was incontinent at night. The service user described Jennifer as a “fantastic nurse”.

**DEED OF THE YEAR award. This is one of our Trust values and a quality priority- Physical healthcare**

**Keeley Argyle, Support Worker, Derby City Neighbourhood Team**

For supporting a very isolated individual suffering from the advanced stages of cancer. A colleague says: “Keeley, by the patient's own admission, has been ‘her rock’.”

**INCLUSION award. This is one of our Trust values and a quality priority - Think Family**

**Ellie Brett, Lead Nurse, High Peak Crisis Team**

For working “very hard both as Lead Nurse and Carers Champion to engage with carers” including developing a carer questionnaire which supports the Triangle of Care and helps to improve the services offered to carers by the team.

**INNOVATION award. This is one of our Trust values and a quality priority - Positive and Safe and reducing violence/ use of seclusion**

**Enhanced Care Ward - Carole Gilligan and Dr Mike Akroyd, Senior Nurse and Consultant Psychiatrist**

For introducing and implementing the Brøset Violence Checklist (BVC), with the aim of reducing violent and aggressive incidents and the use of seclusion.

**INSPIRATIONAL LEADER award. This is one of our Trust values and a quality priority - Personalised care, Recovery and Think Family**

**Scott Lunn, CAMHS IAPT Operational and Clinical Transformation and Pathway Lead**

For his “infectious enthusiasm” and “can do attitude” whilst developing CAMHS (Child and Adolescent Mental Health Services) practice through CYP IAPT (Children and Young People's Improving Access to Psychological Therapies).

**PARTNERSHIP award. This is one of our Trust values and a key outcome of our Trust strategy**

**Alison Powles, Service Manager, Criminal Justice Mental Health Liaison Service**

For developing an extended service over the past twelve months, ensuring enhanced partnership working with the police, courts and probation and effective support for groups beyond the original mental health brief including vulnerable adults and homeless people.

**RISING STAR award. This is one of our Trust values and a key outcome of our Trust Nursing strategy**

**Helen Croft, Registered Nurse, Audrey House**

For going "above and beyond" since joining the team as a newly qualified nurse, including serving as the lead for carers and working alongside her manager to facilitate and plan the Nursing Assistant Practice Development Day.

**UNsung HERO award. This is one of our Trust values and a quality priority personalised care and Think Family.**

**Nicola Yeomans, Team Administrator, Erewash Community Learning Disabilities Team**

For providing administrative support to three other teams, on top of her role at Erewash Community Learning Disability Team where she also serves as the team's carers champion. A colleague described her support for service users as "very person centred, patient and helpful... She is the linchpin of the team."

**VOLUNTEER award. This is one of our Trust values and a quality priority personalised care**

**William Buchanan, School Pupil, Disabled Children's Nursing Service**

For raising £6,000 in funds for the Light House since the age of 12 as part of his wish 'to make the children and young people at the Lighthouse very happy'.

## 1.4 Well led – Care Quality Commission Comprehensive – completing our action plan

The learning from the Care Quality Commission Comprehensive visit continues and this is closely monitored by the Quality Committee.

	Current 2016 Action Status			
Portal Review	At Risk of Not Delivering	Concerns	In Progress and on Target	Completed
October 2016	0	34	136	20
December 2016	0	22	128	40
January 2017	0	24	96	70
February 2017	0	12	81	97
March 2017	0	5	76	109
April 2017	0	4	65	121
May 2017	0	4	60	126
June 2017	0	1	56	133
July 2017	0	0	45	145
August 2017	0	0	27	163
September 2017	0	0	21	169
October 2017	0	1	13	176
<b>Comparison To Previous Month</b> (% of all actions)	<b>The Same</b>	<b>0.5% Increase</b>	<b>2.5% Decrease</b>	<b>3% Increase</b>

There has been overall improvement in the status of the **2016** comprehensive inspections actions in this report:

	Current 2017 Action Status			
Portal Review	At Risk of Not Delivering	Concerns	In Progress and on Target	Completed
May 2017	0	0	37	0
June 2017	0	0	35	2
July 2017	0	0	28	9
August 2017	0	0	20	17
September 2017	0	0	14	24
October 2017	0	0	6	31
<b>Comparison To Previous Month</b> (% of all actions)	<b>The Same</b>	<b>The Same</b>	<b>18% Decrease</b>	<b>18% Increase</b>

## **Action**

1. We continue to make progress on our CQC action and improvement plan and we will continue to ensure that these recommendations and final actions are fully delivered. We look forward to meeting all of our essential standards and providing maintenance of our compliance levels to refocus our attentions to continuous quality improvement, innovations and solution focused approach to our staff and community.

**Report prepared by: Carolyn Green  
Executive Director of Nursing and Patient Experience**

**Report presented by: Carolyn Green  
Executive Director of Nursing and Patient Experience**

**Report on Peer Review of Homicides and  
Review of Section 41 Patients in the Community**

**Purpose of Report**

The Trust Board is responsible for ownership and scrutiny of organisational learning following serious incidents and, through the Board Assurance Framework, in a process for capturing team and pathway level risks.

The Board needs assurance that lessons have been learnt and crucially that there is evidence that changes have been embedded. In order to provide the scrutiny and assurance necessary a peer review of a cluster of homicides has been commissioned and a review of Section 41 cases already completed.

**Executive Summary**

A thematic review by Niche Health and Social Care Consulting who were one of the primary providers of independent homicide investigations on behalf of NHS England recently concluded that most homicides are not predictable nor preventable in relation to a specific time, place or person but the likelihood of future violence in such patients is often known and there are deficits in core contributory factors which probably increase the likelihood of such tragic incidents occurring.

The most common contributory factors identified in their thematic learning review of investigations (July 2017) are:

- Training, particularly in risk assessment and care planning
- Supervision, particularly in teams
- Sharing information and obtaining information

Two independent inquiries into homicides which occurred in 2010 and 2013 identified deficiencies in our application of the Care Programmes Approach (CPA) and subsequently action plans have been formulated and will be overseen by the Safeguarding Committee.

Following a cluster of homicides in Spring/Summer 2017 a review of Section 41 patients has been completed. The electronic records of all 19 cases have been reviewed by a consultant forensic psychiatrist and recommendations made for any remedial action required to the responsible consultant for completion by the end of October 2017. A full action plan will be formulated by the Mental Health Act Operational Group and a re-audit completed for January 2018.

An external medical director and consultant forensic psychiatrist has been commissioned to provide a peer review in association with one of our very experienced consultant nurses and the terms of reference are enclosed. This follows a detailed report to the confidential section of the Board.

## Strategic Considerations

1) We will deliver <b>quality</b> in everything we do providing safe, effective and service user centred care	X
2) We will develop strong, effective, credible and sustainable <b>partnerships</b> with key stakeholders to deliver care in the right place at the right time	
3) We will develop our <b>people</b> to allow them to be innovative, empowered, engaged and motivated. We will retain and attract the best staff.	X
4) We will <b>transform</b> services to achieve long-term financial sustainability.	

## Assurances

In the thematic learning review of investigations recommendations fell into three main themes. These will be included in the peer review and are that:

1. Staff do not follow policies, particularly regarding CPA and specifically regarding the involvement of friends or family. The peer review will scrutinise what assurances we currently have and are planned with particular reference to compliance and audit.
2. Clinical risk assessments are not updated or followed and mitigation is not implemented. The peer review will seek assurance on our new approach to this through safety planning.
3. Boards lack oversight and assurance of organisational learning. In order to investigate the bigger picture the peer review will consider our management of other forensic issues and how we have deployed our consultant workforce and other clinicians and how well they are supported by infrastructure including the electronic patient record system.

## Consultation

The Terms of reference were circulated to executive colleagues and subsequently focussed on forensic issues. They were redrafted in a meeting with the investigators.

## Governance or Legal Issues

It should be noted that a thematic learning review of homicides and a review of seven recent and relevant meta analyses of suicides concluded that in individual cases prediction of specific tragic events is so unreliable as to be practically impossible. Safety therefore relies on the consistent and thorough application of care procedures within a treatment pathway. Patients with mental health problems require a thorough and sympathetic assessment with the aim of negotiating and agreeing individualised management and treatment plans.

Within this “the tone and preparedness of the Board to support a non punitive and positive risk taking culture will have a direct impact on the collective ability of teams, and individual practitioners to take positive risks.”

The Board needs to be aware of hot spots and areas under pressure and have assurance that these are being supported.

The Board have already considered our limited forensic resources and similar issues for those with personality disorder and/or autistic spectrum disorders. The Board needs to consider how we address issues of staff shortages and our reliance on agency workers and locums in the face of increasing clinical demand.

## Public Sector Equality Duty & Equality Impact Risk Analysis

The author has a responsibility to consider the equality impact and evidence on the nine protected characteristics (REGARDS people) (Race, Economic disadvantage, Gender, Age, Religion or belief, Disability and Sexual orientation)).

There are no adverse effects on people with protected characteristics (REGARDS).	X
There are potential adverse effect(s) on people with protected characteristics (REGARDS). Details of potential variations /inequalities in access, experience and outcomes are outlined below, with the appropriate action to mitigate or minimise those risks.	

## Recommendations

The Board of Directors is requested to:

- 1) Note the terms of reference for the peer review and agree or suggest amendments
- 2) Acknowledge the resource implications facing our services to ensure that we have organisational memory of the issues going forwards

**Report prepared and presented by: Dr John Sykes  
Medical Director**

References:

1. Homicide Brief – a thematic learning review of investigations – Niche Health and Social Care Consulting, July 2017
2. Can we usefully stratify patients according to suicide risk – Large, Ryan, Carter, and Kapoor. The British Medical Journal, 4 November 2017

## Terms of Reference for Peer Review of Homicides 2017

### Investigators:

Dr Sue Elcock – Medical Director and Consultant Forensic Psychiatrist, Lincolnshire Partnership NHS FT

Bob Gardner – Nurse Consultant, Derbyshire Healthcare NHS FT

1. To have access to the findings of the three serious incident investigations of homicides involving patients open to the Trust services in the spring and summer of 2017. The peer reviewers will not be part of the investigations but will have the professional right to comment on any conclusions that come forth as they see fit.

The main intention of this oversight, however, is to frame the following:

2. To describe the national/local context of violent crime including that which involved patients with mental health problems with particular reference to the situation in Derby City and Derby County.  
**Link – Karen Billyeald, Lead Professional - Safeguarding Adults**
3. To consider the systems that the Trust have to ensure safety including that of risk towards others. To comment on the robustness of these systems and the extent to which we have oversight and assurance. In particular to investigate in this way the robustness of:

- \* our newly revised application of Care Programmes Approach

**Link – Karen Billyeald**

- \* our new approach to safety planning replacing FACE risk assessment

**Link – Nicola Fletcher, Assistant Director of Clinical Professional Practice**

- \* a review of the management of Section 41 cases

**Link – Dr Bethan Davies, Consultant Forensic Psychiatrist and Karen Billyeald**

- \* our oversight and management of patients under Community Treatment Orders

**Link – Dr Ritu Gupta, Consultant Psychiatrist and Christine Henson, MHA Manager**

- \* our involvement in MAPPA Levels 1-3

**Link – Karen Billyeald**

- \* our approach to other potentially forensic areas:

Sex Offenders Protection Order cases

Absolute discharges

Section 37s

Probation Orders

**Link – Dr Mark Broadhurst, Deputy Medical Director, Dr Bethan Davies**

- \* information sharing with the police

***Link – Dr John R Sykes, Caldicott guardian, Andy Preston, Information Standards Manager, Alex Rose, Records Manager***

4. To explore human factors in regard to whether our resources are focussed in the right way on the right people and whether our workers are enabled and supported to address the safety issues in question, in particular:

\* consultant caseload and outpatient services

***Link – Drs Mark Broadhurst and Paul Rowlands, Consultant Psychiatrist***

\* services for personality disorder and serious mental illness

***Link – Dr Rais Ahmed, Clinical Director, and Dr Kopal Tandon, Consultant Psychiatrist***

\* whether our administrative processes are reasonable and proportional as discharged through our electronic patient record system.

**Timescales:**

Twelve weeks from 1 December 2017

**Dr John Sykes  
Medical Director  
November 2017**

**Board Committee Summary Report to Trust Board  
Mental Health Act Committee (MHAC) - 26 October 2017**

Agenda Item	Summary of issue discussed	Assurance and actions required	Key risks identified	Decisions made	Escalations to Trust Board (or referral to other Committee)
<p><b>Welcome and opening remarks and apologies – clarification of the role of Committee members and attendees</b></p>	<p>The function of (sub) committees has been reviewed and a change of approach agreed. The key function is assurance that NEDs will seek primarily from executives who will be subject to challenge. Attendees will support execs mainly at sub group operational level. Papers and meetings will therefore be shorter.</p>	<p>Papers will be discussed and worked up at the MHA Operational group and action plans agreed. These will be monitored at Trust Management team with oversight from the Executive Leadership Team.</p>	<p>The levels of assurance need to be clearly identified and applied. The level may be split into 2 components: (a) the adequacy of systems and processes required (b) the consistency by which they are applied ie assurance is primarily concerned with internal control. Issues that are beyond the Trust's locus of control may not be mitigated and remain high risks despite high levels of (internal) assurance.</p>	<p>The MHA operational group will prepare papers for the MHAC.</p> <p>The Board Assurance Framework will be the main frame of reference for each meeting.</p> <p>The Terms of Reference will be reviewed.</p>	<p>Nil</p>
<p><b>Minutes from Mental Health Act Committee held 24 August 2017</b></p>	<p>Minutes were amended and the roles of attendees clarified.</p>	<p>Minutes agreed as accurate record.</p>	<p>Nil</p>	<p>Minutes agreed</p>	<p>Nil</p>
<p><b>Matters Arising Actions Matrix Review of Policy Matrix</b></p>	<p>Policy matrix: It was noted that some policies will require amendment to be compliant with the Police and Crime Bill.</p> <p>Action matrix: Hospital Managers/NED meeting scheduled for</p>	<p>Policy amendment to be agreed by MHA Operational group for ratification at next MHAC.</p>	<p>The main operational risk will be bed availability particularly for CAMHS and LD patients.</p>	<p>Section 136 group and MHA operational group to consider policy review/changes in light of Police and Crime Bill.</p>	<p>Nil</p> <p>Nil</p>

Agenda Item	Summary of issue discussed	Assurance and actions required	Key risks identified	Decisions made	Escalations to Trust Board (or referral to other Committee)
	<p>April 2018</p> <p>Report of S12 rota due February 2018</p> <p>Value of additional annual report is doubtful – referred back for executive discussion.</p> <p>IT issues continue to compromise seclusion reporting/monitoring.</p>	<p>Refer to TMT. Tracey Holtom to prepare paper.</p>	<p>Lack of system required to give assurance re seclusion.</p>	<p>Referred to TMT.</p>	
<b>BAF Risks</b>	<p>1c – Failure to comply with statutory requirements of MCA/MHA.</p>	<p>Revisited in Deep Dive.</p>	<p>See Deep Dive.</p>	<p>BAF will sit at top of future agenda for MHAC to “frame” discussions.</p>	<p>See Deep Dive</p>
<b>Deep Dive into BAF Risk 1c – Compliance with MHA/MCA</b>	<p>Controls are generally well designed and in place with occasional exception eg seclusion giving significant assurance but assurance on application in all areas not yet achieved giving limited assurance.</p> <p>CQC 2016 actions mainly completed/on track. 2017 actions in hand.</p> <p>Training remains an outstanding risk.</p> <p>Inpatient MCA audit.</p>	<p>Consultant led reviews of seclusion out of hours is not consistent – often led by trainers with telephone advice from consultants.</p> <p>Subject to separate review.</p> <p>See separate agenda item Medical Training Passport has been</p>	<p>Consultants are “on call” and not working shifts so would need compensatory rest if regularly called into review. They would not then be available in working day.</p> <p>Final 2016 actions to depend on IT development.</p> <p>Failure to achieve training targets.</p> <p>To repeat in community.</p>	<p>John Sykes to discuss with consultants.</p> <p>To seek confirmation from Darryl Thompson, Deputy Chief Nurse.</p> <p>Need further development of Operational Plan to close</p>	<p>IT issues re seclusion reports to be referred to TMT (Tracey Holtom)</p> <p>MHA Operational Group</p> <p>Refer to People and Culture Committee</p>

Agenda Item	Summary of issue discussed	Assurance and actions required	Key risks identified	Decisions made	Escalations to Trust Board (or referral to other Committee)
		streamlined. Shows approach is working – systems and applications.		risk. To repeat audit in community.	
<b>Mental Health Act Manager's Report</b>	Pre-reviewed at MHA Operational group. Trends/variations identified with new rolling 12 month approach planned for next report.	Systems/control – Significant assurance Application – limited assurance SLA for Chesterfield Royal has been agreed and accepted. No such arrangement with Derby Royal.	Further assurance required re seclusion 8 hour extensions. SOAD requests/S62s Breaches occur re DOLS assessments but these are beyond our control.	Further assurance required around key risks. Full assurance received re DOLS application process but not assessment as this is beyond our control.	Referred to MHA Operational group
<b>MHA/MCA Related CQC Actions Report</b>	2016 actions are mostly completed and few left remaining on target. 2017 actions relating to forensic services and OA inpatients have one outstanding action.	There have been several other CQC visits to other wards/units/teams during the course of 2017. These are subject to separate action plans. Darryl Thompson, Deputy Chief Nurse, is to chase outstanding actions mentioned in report. Systems/processes – significant assurance Application – limited assurance	Managers and lead clinicians need to own accountability for actions at ward/unit/team level and be held accountable.  Systems/processes now function mostly well but pressure of work/training remain risks. COATs (Clinical and Operational Assurance team) will need to	Refer to MHA Operational group  Local accountability will be through COATs	MHA Operational group

Agenda Item	Summary of issue discussed	Assurance and actions required	Key risks identified	Decisions made	Escalations to Trust Board (or referral to other Committee)
			function well.		
<b>Review of CQC actions 2017 following visits to wards/units</b>	See previous section				
<b>136 Group Report</b>	<p>Implementation of Police and Crime Bill imminent.</p> <p>Multi-agency task and finish group reviewing implications.</p> <p>Mental health triage hub based with Police appears to be reducing number of S136 assessments.</p>	Full details of policy review and action plan required.	<p>Reduced time limits for S136 detention will further expose bed availability problems.</p> <p>CAMHS and LD beds are likely to be hot spots and neither are under the Trust's direct control (although we now have responsibility for LD bed finding!)</p> <p>NB: Neither 136 suites have staffing.</p>	Full consideration and action planning at S136 group – Tracey Holtom	Referred to MHA Operational Group
<b>Rapid Tranquillisation Review</b>	<p>Rapid tranquillisation is being used mostly on older patients. This raises potential issues regarding OA inpatient acuity, model of care and training.</p> <p>Dementia Care Mapping is due to take place on OA dementia wards.</p>	<p>Ward based pharmacists are conducting “running” compliance checks with medical and nursing staff in place of “snapshot” audits,</p> <p>Systems/processes – significant assurance</p> <p>Compliance – limited assurance.</p>	Limited assurance re compliance.	Plan enclosed	Referred to MHA Operational group
<b>Seclusion Review</b>	System access issues for compliance reports have not been resolved.	Recent CQC visits to enhanced Care ward found seclusion use and reporting to be sound.	FSR reporting system remains problematic.	Refer IT issues to TMT.	Referred to TMT

Agenda Item	Summary of issue discussed	Assurance and actions required	Key risks identified	Decisions made	Escalations to Trust Board (or referral to other Committee)
<b>Training Compliance (MCA / DoLS / MHA)</b>	3 yearly compliance with MCA training trajectory suggests 75% by March 2018.	Probably the biggest challenge	Non-compliance with training requirement.	<ol style="list-style-type: none"> <li>1. Condense MCA training to one e-learning module - completed</li> <li>2. Recruit trainers for MHA/DOLS</li> <li>3. Needs overview and action plan</li> </ol>	Refer to People and Culture Committee
<b>Safeguarding Review of Section 37/41</b>	<p>Audit shows inconsistent medical and nursing approach to this very high risk group.</p> <p>Urgent turnaround plan in place</p> <p>Other high risk groups could be similar but some assurance regarding CTOs.</p> <p>Part of bigger picture due to very high caseloads.</p>	<ol style="list-style-type: none"> <li>1. Turnaround plan for S37/41</li> <li>2. Peer review of 3 2017 homicides</li> <li>3. Medical case local analysis</li> <li>4. CTO (re) audit</li> <li>5. Safety planning review</li> <li>6. Neighbourhood review</li> <li>7. Resolution of PARIS operational issues.</li> </ol>	<p>Excessive caseloads can result in diluted quality of case management.</p> <p>S41 cases can be turned around (only 19 altogether) but more high risk patients may not be getting the focus they need.</p> <p>The approach in general adult services needs a whole system review and the lack of commissioned forensic services will remain a risk.</p>	<p>S41 action plan will be monitored at MHA Operational group with a re-audit in January 2018.</p> <p>Peer reviews will report to safeguarding committee and through that to the Board.</p> <p>3,4,5 will feed into the above.</p> <p>6, 7 will report to TMT</p>	<p>Referred to the MHA Operational group</p> <p>Referred to safeguarding committee</p>
<b>MCA Audit</b>	<p>95% of inpatients have capacity assessment on admission.</p> <p>67% have 2</p> <ul style="list-style-type: none"> <li>- Admission</li> <li>- Treatment</li> <li>- Quality measures are at 80% level.</li> </ul>	<p>Approach taken over last 18 months is getting improved results.</p> <p>Further work is in hand with re-audit in 3 months.</p>	<p>Systems and processes give significant assurance.</p> <p>Limited assurance with compliance but much improved.</p> <p>This audit covers inpatients only – community audit is in</p>	Continue to develop approach outlined in paper.	Referred to MHA Operational group

Agenda Item	Summary of issue discussed	Assurance and actions required	Key risks identified	Decisions made	Escalations to Trust Board (or referral to other Committee)
			hand.		
<b>MHAC BAF risks – review of discussions that could affect the risk rating of the Committee’s risks</b>	Training compliance and development of IT remain the biggest risks.	Trajectories remain low and need to be increased.  Details of IT development are not worked up in full.	Failure to comply with statutory requirements of MCA/MHA.	To refer	Training to People and Culture Committee.  IT to TMT
<b>2017/18 Forward Plan</b>	To develop forward plan through MHA Operational group	Revised plan to be received by MHAC	Nil	Refer to	MHA Operational group
<b>Issues escalated to Board, Audit &amp; Risk Committee or other Board Committees</b>	Implications of Police and Crime Bill on S136 assessments  IT development    CQC action plans   Training	Policies to be revised. Action plans to be agreed.  Specific assurance on MHA/MCA components required  To maintain compliance with CQC actions as its progress  Improved trajectory and compliance	Non-compliance with statutory time limits due to bed availability problems.  Lack of compliance data.  Lack of ownership at team/unit/ward level.  Falling short of acceptable compliance levels. Difficulty in releasing staff.	To proceed urgently  Tracey Holtom to report  Develop role of COATs and monitor  Need to revise approach and action plan	MHA Operational group  TMT  MHA Operational group via COATs  People and Culture Committee
<b>Meeting effectiveness to include: - Assurance of each item</b>	See above noTes for levels of assurance.  MHAC in transition.  Assurance definitions applied.	To develop role of MHA operational group	Not all risks are under our control e.g .LD/CAMHS bed availability	Develop role of COATs and MHA Operational group	MHA Operational Group

**Board Committee Summary Report to Trust Board  
Safeguarding Committee - 3 November 2017**

<b>Agenda Item</b>	<b>Summary of issue discussed</b>	<b>Assurance and actions required</b>	<b>Key risks identified</b>	<b>Decisions made</b>	<b>Escalations to Trust Board (or referral to other Committee)</b>
<b>Minutes from Safeguarding Committee</b>	A detailed review of the minutes and actions was undertaken	Accuracy was confirmed	None  100 extra children in 2016/17  In Q3and 168+ looked after children, substantial	Ratified and agreed  Confirmation of action, dashboard. Accuracy issues of activity.  Agreed two revisions and mitigating actions and moving forward on what are the strategic objectives	None
<b>SAFEGUARDING CHILDREN</b>					
<b>Safeguarding Children Work Plan Update 2016/17</b>	A detailed review of the work plan  Review and challenge by NEDs on the style and the content of the report, to include summary and exception report only  Styles and the length of the report.	The work plan is linked to the Safeguarding strategy.  Challenge of CPD and time for audit for Health visitors.  The value of link worker audits.	None  Review and risks of the delivery to the audit programme.	Ratified and agreed	None
<b>Safeguarding Children Training Update Safeguarding Children Training Needs Analysis Update</b>	A detailed review of the all associated paper and findings  Detailed review of current performance/exploration of risks  Medical workforce significant outlier and mitigation plan  Presentation of key issues and risks by	Limited assurance – medical workforce compliance and ESR data  Significant assurance on progress, further exploration of the future plan for 2017/18 at the next meeting	Significant deficits in medical workforce compliance,  Culture of compliance with required standards requires continued monitored.  Level 3 training has reduced mitigation action, of a safeguarding training is in place to meet a	Immediate action required to improve performance and ESR data	Risks of reduction training TMT, to monitor and improve performance.

Agenda Item	Summary of issue discussed	Assurance and actions required	Key risks identified	Decisions made	Escalations to Trust Board (or referral to other Committee)
	<p>Safeguarding Named Doctor.</p> <p>Significant assurance on the process.</p> <p>Limited assurance on the full compliance and outcome.</p>		<p>trajectory.</p> <p>BAF/ 1a safety risk with mitigating actions.</p>		
<b>Serious case review</b>	<p>Multi-agency safeguarding investigations are running too timescale and then dissemination learning, all at various stages</p> <p>Staff involved in learning reviews in the process, mid investigation and post workshop learning workshops.</p> <p>Receive assurance on the process.</p>	<p>Significant assurance</p> <p>Actions and estimations. Existing and new cases.</p>	<p>Pressure on the safeguarding unit</p> <p>Up-date on recent incident in last meeting, this will not progress to serious case review.</p>	Agreed	
<b>Childs journey through care</b>	<p>Case review over 20 cases to review longer term outcomes</p> <p>Timeliness and quality of needs.</p> <p>Review of quality of effectiveness and quality of intervention.</p> <p>The voice of the child was evident</p> <p>Some examples of was not brought examples.</p> <p>Limited assurance</p>	<p>Increasing in families being looked after due to poverty.</p> <p>65% on time. 35% on health later than plan.</p> <p>75% in health team receive referral on time</p>	<p>Some improvements in effectiveness and responsiveness</p> <p>Quality improvement work with the CCG designated nurse in Nov and December on plan and improve SMART goals.</p> <p>Quality improvement / education for staff.</p> <p>Focused upon under 16, who are sexually active, motive and issues to support children between</p>		

Agenda Item	Summary of issue discussed	Assurance and actions required	Key risks identified	Decisions made	Escalations to Trust Board (or referral to other Committee)
			<p>age of 13-16.</p> <p>Considering the risks on Child poverty, Safeguarding Children Board.</p> <p>Exploration of living in poverty audits to explore practice or austerity.</p> <p>May/June (Safeguarding Committee)</p>		
<b>Annual report for Looked after children</b>	<p>Annual report on born in and born in lives out.</p> <p>A comprehensive report.</p> <p>Significant assurance</p> <p>Key priorities-</p> <p>Was not brought / clinical audit and outcomes / quality improvement and efficiency / markers of good practice - LAS action plan.</p> <p>Personalised- approach from staff- one page profile / welcome packs of your named nurse.</p>	<p>Full annual report on clinical performance and outcomes for children.</p>	<p>Service specification in place.</p> <p>Revision to the team</p> <p>Recruitment to post, for 20 mile out of area-outreach service.</p> <p>Quality improvement in new health assessment already noted by the Designated nurse and CCG</p> <p>Risk- medical advisor-significant reduction in adoption.</p>		<p>Operational issue / risk / medical advisors, pressure on demand on adoption and medicals.</p>
<b>Up-date report in SEND</b>	<p>A summary report of findings</p> <p>Discussion of the learning and impact on strategy and compliance</p>	<p>Action plan delayed but mitigating actions in Trust in progress</p> <p>As systems joint action plan not available at this time</p>	<p>Delays in a shared joint action plan</p>	<p>Priority</p> <p>Looked after Children's EHC plan and</p>	<p>TMT with an action plan and a position statement with the local authority</p>
<b>SAFEGUARDING ADULTS</b>					

Agenda Item	Summary of issue discussed	Assurance and actions required	Key risks identified	Decisions made	Escalations to Trust Board (or referral to other Committee)
<b>Safeguarding Adults</b>	<p>Safeguarding position statement</p> <p>CHANNEL</p> <p>MASH advisors.</p> <p>AC male and AC female- CPA revisions and actions. Action plan on target.</p> <p>Triangle of care- we were awarded. Level stars./ Achieved Trust strategy – Quality priority achieved.</p> <p>External assurance- validation. Review of the SAAF- achieved. Evidence of improved performance.</p> <p>Monthly review of losses- and audits</p> <p>ASSIST training tool</p> <p>Significant assurance.</p>		<p>Substantial request of information sharing, however clinical information and analysis.</p> <p>Review/ self-assessment, Progress and review</p>	<p>Substantial risks re PREVENT and CHANNEL. Searching for the police</p> <p>Escalation of national issue. Lack of CHANNEL operating procedures.</p> <p>MASH advisors – fixed time</p> <p>Thank you letters for the project team.</p> <p>Achieving</p> <p>Risks – trajectory too meet PREVENT training</p> <p>Section 42 referrals in the county not the city</p> <p>Ensuring evidence of making safeguarding personal embedded into practice.</p> <p>Re-occurrence of risk and theft. Under external investigation with the police.</p> <p>External training plans and interagency</p>	<p>Operational delivery / case for change for ELT and CCG and CHANNEL for operational capacity. To be submitted.</p>
<b>Safeguarding Adults Training Update and Progress Update</b>	<p>Safeguarding adults and training</p> <p>Just under compliance, on level 2</p> <p>Safeguarding level 3 target is for march 2018</p>			<p>Compliance trajectory – is 65% to meet if full</p>	<p>Level 3 interagency training.</p>

Agenda Item	Summary of issue discussed	Assurance and actions required	Key risks identified	Decisions made	Escalations to Trust Board (or referral to other Committee)
	and is on an interagency trajectory			attendance. Risk on PREVENT training. Further training / risk appetite. Target alone.	TMT Decision to ELT to reduce level 3 trajectory – ELT over a 2017 to 2017 65% and a 2018 projection
<b>Admission of children and young people to an adult ward policy</b>	A review of the meeting compared to the scope of the committee and full terms of reference  Attendance reviewed  Appendix 5 – Double box and typo / spelling.  Appendix 2 revisions	Policy ratified with changes by executives			None
<b>Prevent policy.</b>	Compliant and ratified	Agreed.			
<b>Forward Plan</b>	Reviewed and revised  Working together 2018  Changes to safeguarding adult policies re mental health homicides  Potential changes too Safeguarding Adults to move to one integrated board.				
<b>BAF Risks</b>	Existing risks on training and trajectories.				
<b>Meeting Effectiveness</b>	Team reflections – positive meeting with significant progress on work.  Synthesis and analysis	Reviewed	Significant workload and evolve and move papers.		

Agenda Item	Summary of issue discussed	Assurance and actions required	Key risks identified	Decisions made	Escalations to Trust Board (or referral to other Committee)
	and summary. External audit Emerging on assurance Decision for 09.30. 2 <sup>nd</sup> February				

**Board Committee Summary Report to Trust Board  
Quality Committee - meeting held 9 November 2017**

<b>Agenda Item</b>	<b>Summary of issue discussed</b>	<b>Assurance and actions required</b>	<b>Key risks identified</b>	<b>Decisions made</b>	<b>Escalations to Trust Board (or referral to other Committee)</b>
<b>Welcome, apologies and declarations of interest</b>	Apologies for Medical Director. Represented by Simon Thacker.  Arrange the agenda for clustering.  Board papers on writing papers and expectations.			Meeting on setting agenda, and on confirm outcomes and quality of papers.	
<b>Minutes of previous meeting held 12/10/2017</b>	Agreed.				
<b>Matters Arising</b>	Chair raised governors attending quality committee/ refining governor challenge.  Refining governor questions.  TOR next meeting, for next meeting.  Discuss COG.				
<b>Actions Matrix</b>	Neighbourhoods and access review. What would be the changes.				
<b>Policy Status Matrix</b>	Full assurance and agreed				
<b>Attendance Log</b>	Confirmed		No known risks		

<b>Agenda Item</b>	<b>Summary of issue discussed</b>	<b>Assurance and actions required</b>	<b>Key risks identified</b>	<b>Decisions made</b>	<b>Escalations to Trust Board (or referral to other Committee)</b>
<b>BAF risks for the Quality Committee</b>	Review of BAF and issues	Significant assurance			
<b>CQC action plan</b>	Review of progress and review of audit. Systems of assurance.	Significant assurance	Final documentation improvement.		
<b>Quality Dashboard</b>	Quality dashboard improving scenario. Clearer evidence on trend data	Significant assurance on the process  Off target/ limited assurance on key aspects.	Review benchmark data and improvement data from NHS benchmarking.  COATs to receive data, and to use in review of Positive and Safe work		
<b>Carer Representation Feedback</b>	Still under pressure for the forums.  On-going negotiations with Derbyshire Carers association.		D&T and medicines safety. Injection at a certain time. Missed dose. Delayed by one week.  Patterns - missed doses.	To review report and explore findings and solution.	
<b>Ligature Risk Reduction Summary Report</b>	Ligature review and risk/ reviews.  DATIX reviews. Reviewing ward managers. Review of gaps and analysis.  Finalise to complete all RED rated risks/ to be completed by the end of the year.	Action plan- RED risks and acute accommodation. All acute and wider RED risks.  Limited assurance, as we have RED rated risks.	DATIX and compliance reviews and checking.  Wider checks and balances and potential risks to ligatures. Emergency planning.  RED risks		
<b>Sign up to Safety Annual Report</b>	Action planning. Health impacts and Physical healthcare of CQUINs.	Significant assurance on plan and confidence in trajectory	Substantial risks	Significant risks to delivery on Physical healthcare. This is a plan	

<b>Agenda Item</b>	<b>Summary of issue discussed</b>	<b>Assurance and actions required</b>	<b>Key risks identified</b>	<b>Decisions made</b>	<b>Escalations to Trust Board (or referral to other Committee)</b>
<b>Care Planning/Person Centred Care Six Monthly Update Report</b>	Overview of care planning. 6month trajectory and quality and care production planning.	Significant and limited assurance on outcome. Agreed work plan, in delivery.	Risks to delivery- Heads of nursing and lead professionals. Targets and improvements Future review date.	Revisions to PARIS, upgrade to 6.1. Review new model and redesign. Roll out.	
<b>Deep Dive – Clinical Quality Effectiveness Capacity and Risk Mitigation</b>	Review of deep dive.	Noted Limited assurance are controls are greater or lesser	Risks to delivery	Continue progress and work	
<b>Clinical Research Annual Plan</b>	Received annual report Clear summary of link to strategy and audit plans. Broad base of service Appropriate of research and evidence of learning	Significant assurance	Risks to delivery	Solid work and support to a neighbourhood report.	
<b>Leadership Team Quarterly Reports Central Services / Neighbourhoods</b>	Review of COATs and gradual improvement Do we have effective teams operating and reviewing and improving? Evidence of operating – Campus. Improving, operating for four months.	Limited assurance	Evidence of sheer volume and breadth of activity. Evidence of underlying business meetings - these remain challenging. Clinical listening and improving.	TMT summary on effectiveness. No longer receive COAT reports.	
<b>Six Months Effectiveness Reports Central Services Neighbourhoods Campus</b>	Effectiveness reviews present. Improved performance, significantly improved	Limited assurance. Escalations to TMT and ELT.	Measure, to monitor to review and improvement. Trajectory for improvement for January.	TMT summary on effectiveness. No longer receive COAT reports	

<b>Agenda Item</b>	<b>Summary of issue discussed</b>	<b>Assurance and actions required</b>	<b>Key risks identified</b>	<b>Decisions made</b>	<b>Escalations to Trust Board (or referral to other Committee)</b>
<b>ClinG2 Update – as presented to Public Trust Board on 1/11/17</b>	Effectiveness reviews present.	On trajectory for completeness in January	No significant risks to delivery	Confirmed for forward plan for January 2018	
<b>Risk Management Policy and Procedures</b> <b>Risk Assessment</b> <b>Quality Committee Forward Plan</b> <b>Draft Agenda for December QC Meeting</b>	Agreed and approved Significant assurance.		Completed.	Approved policy	
<b>Any other business</b>	EPRR and review. Trust improvement against core standards. Commissioners confirm and challenge.	Full compliance and full assurance	Sustained improvement	Confirmed	
<b>Items for escalation to Board or other Committees</b>	None				
<b>Consideration of any items affecting the BAF</b>	Reduce the rating of EPRR to be implemented.			Confirmed	
<b>Forward plan</b>	CQC action planning remove- Reduce EPRR to 6 monthly				

Agenda Item	Summary of issue discussed	Assurance and actions required	Key risks identified	Decisions made	Escalations to Trust Board (or referral to other Committee)
	<p>Includes research plan agreed by JT and CG. Reduced to 6monthly.</p> <p>Add formal TMT – bi-monthly report.</p> <p>Reduce to SIRI to bi-monthly</p> <p>February Professional strategies- review- annual</p> <p>Review of TOR.</p> <p>Review changes to forward plan for 2018/19</p>				

**Board Committee Summary Report to Trust Board  
People & Culture Committee – 16 November 2017**

<b>Agenda Item</b>	<b>Summary of issue discussed</b>	<b>Assurance and actions required</b>	<b>Key risks identified</b>	<b>Decisions made</b>	<b>Escalations to Trust Board (or referral to other Committee)</b>
<b>Minutes of People &amp; Culture Committee held 21 September 2017</b>	Minutes approved as an accurate record of the meeting	N/A	N/A	Minutes approved	N/A
<b>Actions Matrix and Matters Arising</b>	Leadership Development Strategy	Current work programme is continuing and new modules are in development. New approach will come on stream in 2018	N/A	Strategy to come to a meeting in 2018	N/A
<b>Policy Matrix</b>	Matrix provided assurance that policies are up to date	Assurance received	None	N/A	N/A
<b>Staff Story</b>	The success of using the Employee Assistance Programme following a period absence	Raise the profile of the service  Include in the trust induction process	All managers promoting this as a key support service to staff	To increase the profile of the EAP scheme	N/A
<b>BAF Risks</b>	BAF risk 3a Extreme risk – ability to attract and retain staff	BAF to be refreshed and come back to PCC in January 2018	Extreme risk controls and measures to be revised	Revisit in January 2018	To be reviewed again at the January PCC
<b>Deep Dive BAF Risk 3b Staff Engagement and Wellbeing:</b>					
<b>People Plan</b>	Update of the people plan was presented	Acknowledgement of the volume of work and noted as work in progress. Limited assurance	Workforce supply and staff engagement remain a key challenge	A close of plan will come back to PCC in January with what was achieved and not achieved and the priorities for 2018	PCC to receive a close off report January

<b>Agenda Item</b>	<b>Summary of issue discussed</b>	<b>Assurance and actions required</b>	<b>Key risks identified</b>	<b>Decisions made</b>	<b>Escalations to Trust Board (or referral to other Committee)</b>
<b>Pulse Survey and Staff Survey Progress</b>	The report was noted and the focus on staff engagement and involvement	Limited assurance was taken on participation rate and improvements in staff engagement	Workforce supply is impacting on staff engagement	To keep a tight focus	N/A
<b>Mindful Health and Wellbeing Strategy</b>	Strategy was	Paper was accepted and recommendations accepted subject to identifying the funding	Funding to improve wellbeing	To explore funding streams	N/A
<b>Strategic Workforce Report</b>	Report was noted, flu vaccination rates were discussed	Report was noted	Flu and staff survey completion rates are an ongoing concern	To keep a tight focus	N/A
<b>People Performance Report</b>	Report was discussed and was acknowledged. Report will change for future PCC	PCC will receive a summary report in the future and ELT/TMT	Campus vacancies continue to be a focus area	Ongoing focus on recruitment	N/A
<b>Exit Interview Questionnaire</b>	Process was presented with a new form to capture data	Committee agreed the revised process and agreed to review again in 6 months' time	N/A	N/A	N/A
<b>Workforce Supply Update</b>	Paper was presented with all the current recruitment activity in place to increase workforce supply	Committee acknowledged the progress on the recruitment activity. The report received limited assurance	Ongoing supply in campus and neighbourhoods, progresses noted	N/A	Board are appraised monthly
<b>Forward Plan</b>	Approved	N/A	N/A	N/A	NA
<b>Items escalated to the Board or other Committees</b>	N/A	N/A	N/A	NA	N/A

Agenda Item	Summary of issue discussed	Assurance and actions required	Key risks identified	Decisions made	Escalations to Trust Board (or referral to other Committee)
Identified risks arising from the meeting for inclusion or updating in the BAF	N/A	N/A	N/A	NA	N/A

**Business Plans on a Page 2017/18  
 Quarter 2 Review**

**Purpose of Report**

The Trust's Business Planning Process was developed for 2017/18 to include a 'plan on a page' summary for each clinical division, corporate areas and clinical support services. Each plan on a page was turned into an action matrix, which could be monitored through the Trust Management Team (TMT) as part of the divisional performance reviews and summarised to the Trust Board on a quarterly basis to provide an update of delivery against plans, and ultimately delivery of the Trust's strategy. This is reflective of the process that was outlined and agreed through the July Trust Board meeting.

**Executive Summary**

The first quarterly review will not have a previous quarter's performance to measure against, as this is the first iteration of the report. However, in future reports, the Trust Board will be able to see how performance has changed against the previous report.

To give assurance, where areas are red, these are being picked up via the operational route and challenged in performance reviews through TMT or via escalation to the Executive Leadership Team (ELT). For information, where areas are seen as amber this indicates that work is ongoing and has not yet been completed, the detail of which is being discussed within performance meetings.

We are reviewing the plan on a page reporting process to ensure that it is embedded within the Trusts performance reporting framework. We have also ensured that the plan on a page is seen as a key output from the business planning process for next year, and that it is fully embedded operationally.

**Strategic Considerations** (All applicable strategic considerations to be marked with X in end column)

1) We will deliver <b>quality</b> in everything we do providing safe, effective and service user centred care	X
2) We will develop strong, effective, credible and sustainable <b>partnerships</b> with key stakeholders to deliver care in the right place at the right time	X
3) We will develop our <b>people</b> to allow them to be innovative, empowered, engaged and motivated. We will retain and attract the best staff.	X
4) We will <b>transform</b> services to achieve long-term financial sustainability.	X

### **Assurances**

To give assurance, where areas are red, these are being picked up via the operational route and challenged in performance reviews through TMT or via escalation to ELT. For information, where areas are seen as amber this indicates that work is ongoing and has not yet been completed, the detail of which is being discussed within performance meetings.

### **Consultation**

This report will routinely be reviewed at Trust Management Team meetings, and as part of Divisional performance review meetings.

### **Governance or Legal Issues**

There are no immediate governance or legal issues to note.

### **Public Sector Equality Duty & Equality Impact Risk Analysis**

The author has a responsibility to consider the equality impact and evidence on the nine protected characteristics (REGARDS people) (Race, Economic disadvantage, Gender, Age, Religion or belief, Disability and Sexual orientation)).

There are no adverse effects on people with protected characteristics (REGARDS).	
--	--

There are potential adverse effect(s) on people with protected characteristics (REGARDS). Details of potential variations /inequalities in access, experience and outcomes are outlined below, with the appropriate action to mitigate or minimise those risks.	X
---	---

### **Actions to Mitigate/Minimise Identified Risks**

Some developments or service changes may impact on people with protected characteristics. These will be reviewed as and when they arise.

### **Recommendations**

The Board of Directors is requested to:

- 1) Note the content of the paper.
- 2) Be assured by the performance management mechanisms that have been put in place

**Report presented by:** Lynn Wilmott-Shepherd, Interim Director of Strategic Development

**Report prepared by:** Jenny Sutcliffe, Head of Contracting and Commissioning

Department	Q2 Performance			Variance		
	Red	Amber	Green	Red	Amber	Green
Objectives for us all (Trust wide)	0	11	16	N/A	N/A	N/A
Central Services	1	24	4	N/A	N/A	N/A
Children's and CAMHs	0	14	2	N/A	N/A	N/A
Neighbourhoods	0	24	0	N/A	N/A	N/A
Campus	2	19	12	N/A	N/A	N/A
Strategic Development	1	4	3	N/A	N/A	N/A
People Plan	0	8	5	N/A	N/A	N/A
Pharmacy	3	3	1	N/A	N/A	N/A
Finance	0	2	3	N/A	N/A	N/A
Information Management, Technology and Patient Records	0	5	6	N/A	N/A	N/A
Estates and Facilities Management	0	7	0	N/A	N/A	N/A
<b>Total</b>	<b>7</b>	<b>121</b>	<b>52</b>			



**Emergency Preparedness, Resilience and Response (EPRR) Annual Report**

**Purpose of Report**

This report provides the Board of Directors the Annual EPRR Report setting out progress against the EPRR Core Standards, delivery of the 2017 work programme and assurance from CGG of full compliance.

**Executive Summary**

Significant progress has been made by the Trust in delivering the EPRR Core Standards. Following last year's self-assessment the Trust moved from 'non-compliance' to 'partial compliance' in year. Following this year's self-assessment and subsequent CCG confirm and challenge process it has been confirmed that the Trust is now rated as 'full compliance'.

There is a need to continue to sustain this position and achieve continued compliance with regular review and oversight by the Trust EPRR Steering Group. The report sets out the areas where progress has been made.

Of particular note during the year was the Trust's response to the Cyber Attack and lessons learnt from this, alongside the investment in training and development for those with gold, silver and bronze responsibilities to enhance resilience and capability in key areas.

The Trust is now fully engaged with relevant groups and work streams as required by our local commissioners and by leads at NHS England and we are continuing to enlist the help of colleagues and EPRR leads in partner organisations as required to maintain our compliance and to further develop specific pieces of work e.g. Humanitarian Assistance responses.

**Strategic Considerations**

1) We will deliver <b>quality</b> in everything we do providing safe, effective and service user centred care	X
2) We will develop strong, effective, credible and sustainable <b>partnerships</b> with key stakeholders to deliver care in the right place at the right time	X
3) We will develop our <b>people</b> to allow them to be innovative, empowered, engaged and motivated. We will retain and attract the best staff.	X
4) We will <b>transform</b> services to achieve long-term financial sustainability.	

### Assurances

- Achieved the required compliance level and now have to assure the Board that we can maintain this position that we could self assess at any point and continue to be compliant. Quality Committee has provided both scrutiny and support throughout the year.
- We have continued to foster good working relationships with our commissioners and partners and this has supported our improved position over the year.
- The Trust EPRR Steering Group has proved an effective operational and oversight vehicle and will continue to meet throughout the year ahead.

### Consultation

- The Steering group members take responsibility for consulting with their operational and clinical areas regarding policy development and EPRR standards.
- We have consulted with Clinical Psychology colleagues regarding the Human Aspects work that forms the basis of our Humanitarian Assistance response.

### Governance or Legal Issues

- Compliance with Civil Contingencies Act 2004
- NHS England Core Standards for EPRR.

### Public Sector Equality Duty & Equality Impact Risk Analysis

The author has a responsibility to consider the equality impact and evidence on the nine protected characteristics (REGARDS people) (Race, Economic disadvantage, Gender, Age, Religion or belief, Disability and Sexual orientation)).

There are no adverse effects on people with protected characteristics (REGARDS).	X
There are potential adverse effect(s) on people with protected characteristics (REGARDS). Details of potential variations /inequalities in access, experience and outcomes are outlined below, with the appropriate action to mitigate or minimise those risks.	

**Actions to Mitigate/Minimise Identified Risks – not applicable**

**Recommendation**

The Board of Directors is requested to acknowledge the progress made and take assurance from the CCG confirm and challenge process that we meet the required 'full compliance' standard

**Report presented by: Mark Powell  
Chief Operating Officer**

**Report prepared by: Mark Powell and  
Karen Billyeald  
Assistant Director – Safeguarding Adults**

# Emergency Preparedness, Resilience and Response (EPRR) Annual Report

## 1. Introduction

Significant progress has been made by the Trust in delivering the EPRR Core Standards. Following last year's self-assessment the Trust moved from 'non-compliance' to 'partial compliance' in year. Following this year's self-assessment and subsequent CCG confirm and challenge process it has been confirmed that the Trust is now rated as 'full compliance'.

The report is set out into 2 brief overview sections;

Section 1.1 – Progress against Core standards during 2017, using specific headings from EPRR framework

Section 1.2 – Confirmation of full compliance from CCG

### 1.1 Progress against the Core Standards

#### Duty to assess risk

- Mark Powell and Karen Billyeald have met with colleagues from DCHS and NHS England throughout the year to review and update our compliance position. We have moved from non-compliant to partial compliance through to being declared fully compliant on 3 November 2017. The action plan that was informed by NHS England was integrated into a single but comprehensive action plan. The scale of the task was significant and director level leadership has been essential to our success.
- We have worked hard to develop an overarching Business Continuity Systems Management Plan for the Trust with each service line and support service conducting business continuity assessments and developing their business continuity plans accordingly. This work is undergoing review and updating currently.

#### Governance

- We have utilised support from DCHS in order to develop a 3-year EPRR Strategy for the Trust.
- We now have a full suite of policies and procedures that are fit for purpose e.g. Emergency Incident Response Plan, Fuel Plan, IT Disaster Recovery Plan.
- We have reviewed and updated our Humanitarian Assistance resources
- The EPRR Steering Group has continued to oversee the completion of the action plan and this will continue as a sustainability plan going forward.

#### Training and Exercising

- The Trust's learning and development team has worked with the service managers to the conduct a Learning Needs Analysis and develop a Trust Training Plan.
- We have taken up opportunities that have been offered by partners to attend training at Silver and Gold Command [Tactical and Strategic] levels.
- The Trust has invested significantly in the past year in training for first and second on call managers [Tactical and Strategic] to be able to respond effectively to Major Incidents.
- Colleagues in DCHS supported us to run a half day training session in February 2017 to carry out a table top scenario-based exercise focussed on Major Incident Business Continuity Planning and Roles and Responsibilities.

### Duty to Maintain Plans

- We have developed and produced a 3-year EPRR Strategy and have reviewed and updated the Trust's Emergency Incident Response Plan that includes Action Cards to guide staff to fulfil their roles effectively should a significant incident occur.
- We have reviewed and updated our HAZMAT plan. All Trust patient-facing Reception areas have HAZMAT packs and Reception staff members are required to watch an educational DVD and records are kept centrally on ESR of compliance with this requirement.
- We have actively contributed to the Human Aspects group to fulfil our responsibilities for MIST [Major Incident Support Team] as a Humanitarian Assistance provider by reviewing and updating leaflets for survivors of major incidents, questionnaires and screening tools for children, young people and adults.

### Preparedness

- A Learning Needs Analysis has been carried out and a Training Plan developed. We know, at any point in time, what level of training is required for each level of manager, loggist, receptionist, bleep-holder etc. and training have been, and continue to be commissioned to maintain the required level of compliance.
- The Trust has invested significantly in the past year in training for first and second on call managers [Tactical and Strategic] to be able to respond effectively to Major Incidents.
- Plans are in place for training for bleep-holders at Bronze Command to take place in November 2017. We have taken up places offered by partners and have contributed to formal exercises that have been held in the County.

### Information Sharing

- We have made a consistent and concerted effort to attend and contribute to all EPRR related meetings.

### Maintain and Improve Links with Partner Organisations

- The year has seen a significant improvement in the links and relationships we have with other partners and providers in the EPRR community. Our communications and support networks have been positively impacted as a result of this.

### Improve Co-operation with Partners

- Graham Wilkes and Petrina Brown have been instrumental in a comprehensive review and updating of the Humanitarian Assistance, letters to survivors, leaflets and screening tools. We are now equal and valued members of the Human Aspects group.
- In the next few months we will be communicating with Trust staff to ascertain if we have people willing to join the Emergency Response Team following a major incident. The Trust will need to be prepared to release staff members for training and on an ad-hoc basis should an incident occur and, whilst we do not envisage this applying to significant numbers of staff members; it would further enhance our profile in the EPRR community.

### **Section 1.2 – Work plan for 2018**

See appended letter

## Hardwick Clinical Commissioning Group

CCG Headquarters  
Scarsdale  
Nightingale Close  
Off Newbold Road  
Chesterfield  
Derbyshire  
S41 7PF

Tel: 01246 514000  
Fax: 01246 514166

3 November 2017

Letter sent by email: Mark Powell, Accountable Emergency Officer

Dear Mark

### Re: 2017/18 EPRR Assurance Process for Derbyshire Healthcare NHS Foundation Trust

Subsequent to the submission of your 2017/18 EPRR Self-Assessment and Assurance Process, undertaken on the 3<sup>rd</sup> November 2017, I can confirm that the panel has evaluated your organisations Compliance Level as **Full**.

Compliance Level	Evaluation and Testing Conclusion
<b>Full</b>	Arrangements are in place that appropriately addresses all the core standards that the organisation is expected to achieve. The Board has agreed with this position statement.
<b>Substantial</b>	Arrangements are in place however they do not appropriately address one to five of the core standards that the organisation is expected to achieve. A work plan is in place that the Board has agreed.
<b>Partial</b>	Arrangements are in place, however they do not appropriately address six to ten of the core standards that the organisation is expected to achieve. A work plan is in place that the Board has agreed.
<b>Non-compliant*</b>	Arrangements in place do not appropriately address 11 or more core standards that the organisation is expected to achieve. A work plan has been agreed by the Board and will be monitored on a quarterly basis in order to demonstrate future compliance.

The panel was impressed by the clear hard work and effort that has been put in by the trust over the last 12 months to improve compliance and the evidence available to demonstrate this in great detail.

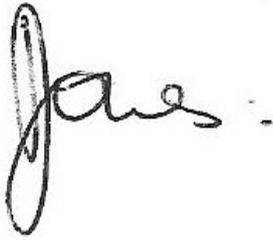
Chairman: Dr Steve Lloyd

Chief Officer: Andy Gregory



The panel has considered the hard work undertaken by the trust and this has been reflected in the change of compliance.

Yours sincerely



**Jackie Jones**  
**Accountable Emergency Officer**  
**NHS Hardwick Clinical Commissioning**  
**Group**



**Marcel Comer**  
**Head of EPRR**  
**NHS England North Midlands**

CC: Karen Billyeald, Christopher Leach

## **Trust Board LGBT+ Commitments**

### **Purpose of Report**

To prompt discussion and agreement of LGBT+ Board commitments in order to evidence the highest level of support for improving our LGBT+ inclusion.

### **Executive Summary**

The Board is asked to sign up (physically) to evidencing commitment to our strength of focus on improving our LGBT+ inclusion.

This ambition shows that we wish not only to meet our statutory requirements, but more than that, we wish to seek to provide the best experience we can for our Lesbian, Gay, Bisexual and Transgender colleagues and service receivers.

This will explicitly support our refreshed vision and values for Team Derbyshire Healthcare. Showing Board-level commitment will give confidence to our LGBT+ colleagues and service receivers that genuine positive change will happen.

It will also give confidence in LGBT+ colleagues to speak up if they have concerns.

Included in the paper are some examples of why LGBT+ equality and inclusion are so important for so many reasons: In summary, achieving a more inclusive LGBT+ organisation will help us:

- Improve safety, outcomes and experience for our LGBT+ patients and carers
- Improve our LGBT+ colleague satisfaction, experience, recruitment and retention.

The commitments the Board are asked to sign are:

- 1. We want all our colleagues and service receivers to know we have zero tolerance to all kinds of homophobia, biphobia and transphobia: We will take a stand against all LGBT+ discrimination, victimisation or harassment.*
- 2. We commit to keep up to date with LGBT+ issues and support LGBT+ colleagues and service receivers. We want to know that we are not only meeting our statutory duties to our LGBT+ colleagues, patients and carers but that we are also providing the most inclusive experience we can for LGBT+ people.*
- 3. We will wear our rainbow heart on our sleeves to champion equality and openly promote inclusivity for LGBT+ colleagues and service receivers because we want people to feel confident to be themselves, knowing they will be accepted.*

<b>Strategic Considerations</b>	
1) We will deliver <b>quality</b> in everything we do providing safe, effective and service user centred care	X
2) We will develop strong, effective, credible and sustainable <b>partnerships</b> with key stakeholders to deliver care in the right place at the right time	
3) We will develop our <b>people</b> to allow them to be innovative, empowered, engaged and motivated. We will retain and attract the best staff.	X
4) We will <b>transform</b> services to achieve long-term financial sustainability.	

**Assurances**

Through the Equalities Act 2010 we have statutory obligations around equality, diversity and inclusion. Making this commitment supports this requirement.

**Consultation**

The concept and draft content of the commitments have been shared with Equalities and Diversity Lead Harinder Dhaliwal as well as some LGBT+ colleagues and Derbyshire LGBT+.

**Governance or Legal Issues**

There are no governance or legal issues other than those related to the Equality Act 2010 and Equality Delivery System

(Equality Delivery System for the NHS – EDS2, is a tool designed to help NHS organisations, in partnership with local stakeholders, to review and improve their performance for people with characteristics protected by the Equality Act 2010, and to support them in meeting the Public Sector Equality Duty.)

<b>Public Sector Equality Duty &amp; Equality Impact Risk Analysis</b>	
The author has a responsibility to consider the equality impact and evidence on the nine protected characteristics (REGARDS people) (Race, Economic disadvantage, Gender, Age, Religion or belief, Disability and Sexual orientation)).	
There are no adverse effects on people with protected characteristics (REGARDS).	X
There are potential adverse effect(s) on people with protected characteristics (REGARDS). Details of potential variations /inequalities in access, experience and outcomes are outlined below, with the appropriate action to mitigate or minimise those risks.	

### **Actions to Mitigate/Minimise Identified Risks**

There are no adverse impacts and indeed achieving these aims and commitments will improve the experience and outcomes of LGBT+ colleagues and service receivers and carers

Progress in this area supports our Equality Delivery System (EDS2) work e.g. in meeting the government's requirements for the delivery of healthcare to those of our patients/service users who may find access more difficult. This includes those with a disability, cultural or language differences or differences around age, gender or sexuality.

### **Recommendations**

The Board of Directors is requested to:

- 1) Discuss the LGBT+ Board commitments and the difference they will make
- 2) Sign up to the LGBT+ Board commitments
- 3) Agree to receive regular updates on LGBT+ issues

**Report presented by:**      **Claire Wright**  
**Deputy Chief Executive and Director of Finance and**  
**Board LGBT+ Champion**

**Report prepared by:**      **Claire Wright**  
**Deputy Chief Executive and Director of Finance and**  
**Board LGBT+ Champion**

---

## Improving LGBT+ inclusion – why it matters:

### Healthwatch Derbyshire LGBT+ experiences of using health services in 2016: Mental Health services:

*‘One participant spoke about difficulties with staff recognising their gender they identified with on admission to a mental health unit’ (admission to one of our female wards despite the assessor being told the participant identified as male, then being transferred to female dormitory on a mixed ward)... ‘Participant felt there was no understanding or compassion about gender identity and felt disrespected and discriminated against by staff with no dignity given to gender status’*

*‘Others spoke about their objection to professionals attributing mental health problems to sexuality’*

### Stonewall Health Briefing:

*Although attitudes towards gay people are improving, most lesbian, gay and bisexual people have experienced difficulties in their lives. Being gay does not, in and of itself, cause mental health problems. Instead, homophobic bullying, rejection from family, harassment at work and poor responses from healthcare professionals are still commonplace for many lesbian, gay and bisexual people.*

*‘A lack of visibility of lesbian, gay and bisexual people in mental health services and poor measurement of access and outcomes for lesbian, gay and bisexual people has an impact on the mental health and experience of gay young people. The high incidence of attempted suicide, self-harm and homophobic bullying in gay young people means mental health services must actively work to improve the health of lesbian, gay and bisexual people’*

### Stonewall’s Gay and Bisexual Men’s health survey found

*‘In the last year **three per cent** of gay men have attempted to take their own life. This increases to **five per cent** of black and ethnic minority men, **five per cent** of bisexual men and **seven per cent** of gay and bisexual men with a disability’*

### Stonewall’s Prescription for Change found:

*In the last year, **five per cent** of lesbians and bisexual women say they have attempted to take their own life. This increases to **seven per cent** of bisexual women, **seven per cent** of black and minority ethnic women and **ten per cent** of lesbians and bisexual women with a disability*

## Improved Derbyshire Healthcare LGBT+ inclusion - the difference it will make:

- Helping to remove the barrier to raising a concern (for example where someone may fear they will ‘out’ themselves)
- Improving the mental health and wellbeing of LGBT+ Derbyshire Healthcare colleagues and service receivers:
- If LGBT+ people feel more able to access services it will improve safety by helping to reduce self-harm and suicide in LGBT+ people.

- LGBT+ people of all ages will feel safer accessing Derbyshire Healthcare services if it is clear they are welcome (even if they don't feel able to come out)
- It will improve Derbyshire Healthcare LGBT+ colleague experience because they can have confidence to be themselves at work and know that homo/bi/transphobic behaviour is not accepted in 'Team Derbyshire Healthcare'
- It will improve the quality of our care; being inclusive and welcoming makes it easier for people to be open, which in turn makes it easier to provide a better more inclusive patient-centred experience. E.g. through a better understanding of factors that contribute to our service receivers' recovery and resilience.
- It will also help with other equalities priorities 'Where you see homophobia, biphobia and transphobia you're likely to see other forms of social exclusion because of faith, gender, ethnicity, disability, age, nationality or anything else that makes us different' (Stonewall #nobystanders campaign)
- In building an LGBT+ staff inclusion network, it will play a key part in helping us to be an even better organisation.
- Board members signing up and pledging their commitment to these and other improvements (and in doing so becoming 'allies' for LGBT+ inclusivity) sends a powerful message of support to our LGBT+ colleagues and service receivers and will encourage others to become allies too.

### **LGBT+ Board Champion priorities**

Aside from broader Board commitments, examples of ideas for additional specific priorities for LGBT+ board champion Claire Wright:

- Being a specific named senior contact in order to hear directly from LGBT+ colleagues and service receivers
- To explore Derbyshire Healthcare 'accreditation' such as locally with \**Derbyshire LGBT+* and/or relevant Stonewall Diversity Champion or similar.
- To work with *Derbyshire LGBT+* to achieve our commitments and objectives for the Derbyshire LGBT+ community (colleagues and service receivers)
- To improve recording rates for equalities indicators for both service receivers and colleagues so that we can see if we are reaching LGBT+ people effectively and so that we can also highlight any areas that may need additional support
- To review and action plan for staff survey feedback from our LGBT+ colleagues
- To support the creation of a vibrant LGBT+ network for colleagues to feel valued, to share their insight and to create improvements in our services and work environment.
- To encourage the use of more LGBT+ information to create a visible welcome in public areas in our services , review of website and promotion/participation in LGBT+ events

NB - These priorities will evolve as I learn more about what matters most to our LGBT+ staff and service receivers

*\*Derbyshire LGBT+ is Derbyshire's only LGBT specific support service, they support anyone who is Lesbian, Gay, Bisexual & Transgender or anyone who is having issues with their sexual identity or gender identity, this includes family and friends*

# Derbyshire Healthcare LGBT+ Trust Board commitments

- We want all our colleagues and service receivers to know we have zero tolerance to all kinds of homophobia, biphobia and transphobia. We will take a stand against all LGBT+ discrimination, victimisation or harassment.
- We commit to keep up to date with LGBT+ issues and support LGBT+ colleagues and service receivers. We want to know that we are not only meeting our statutory duties to our LGBT+ colleagues, patients and carers but that we are also providing the most inclusive experience we can for LGBT+ people.
- We will wear our rainbow heart on our sleeves to champion equality and openly promote inclusivity for LGBT+ colleagues and service receivers because we want people to feel confident to be themselves, knowing they will be accepted.

Signed by the Board of Directors:  
Derbyshire Healthcare NHS Foundation Trust

Working With



**Partnership with Derbyshire Community Health Services FT – People and Organisational Effectiveness Joint Venture Agreement**

**Purpose of Report**

This paper presents the final versions of the Back Office Partnership Agreement, the People and Organisational Effectiveness (POE) Joint Venture Agreement (JVA) and the associated customer contract with Derbyshire Community Health Services NHS FT (DCHS) as the 'host organisation' for the services.

The key points to note are that the:

- Work to-date has been covered by a Heads of Terms which was signed by both organisations. Whilst this has no legal standing it does set out how and why the parties are working together and the principles by which they will conduct business.
- The Partnership agreement now provides the overall governance framework within which back office joint working opportunities are developed and it will provide the terms of reference for a back office partnership group between DCHS and DHcFT. This supersedes the Heads of Terms under which the work has been developed
- The JVA relates only to the POE service. As such it will contain some specific terms of reference that the partnership group will need to fulfill as a Joint Venture Leadership Team (JVLT) in relation to POE.
- Following agreement at the November Board the membership of the JVLT has been agreed between the two organisations and is relevant to the POE service. It may be varied over time as agreed by both organisations.
- The customer contract has now been agreed and final details will be added prior to commencement.
- Any additions to this JVA over time will require the approval of both organisations Boards.

**Executive Summary**

A summary of the Partnership Agreement, the JVA and the contract were presented to Confidential Board on 1 November 2017. This paper outlined the background to joint working between DHcFT and DCHS to identify efficiency opportunities and savings through collaborating and co-ordinating their back office functions. This work has been carried out following the independent report (Operational productivity and performance in English NHS acute hospitals: unwarranted variations) for the Department of Health conducted by Lord Carter of Coles dated February 2016 which recognised that there are significant potential savings for NHS trusts that consolidate their back office services. The importance of financial considerations and cost savings was further acknowledged by NHS Improvement in its letter to NHS trusts and foundation trusts of 28 June 2016 regarding "2016/17 Financial Position".

The first back office service to be considered was People and Organisational

Effectiveness (POE) where the Executive Director was already working across the two Trusts. POE was part of a two phase business case.

1. Phase 1 was aimed at restructuring the two senior leadership teams into one to enable the Workforce and Organisational Development team at DHCT and the People and Organisational Effectiveness team at DCHS to come together to provide leadership to a planned merged service for both trusts whilst they remain as two legal entities.
2. Phase 2 continued the process of bringing the two teams together and completing the structure. The business case was approved by the DHcFT Board on 27 September and by the Quality Business Sub-committee of the DCHS Board on 20 September 2017

The paper further explained the mechanism for delivering the POE services and the joint engagement of Capsticks to provide legal advice with regards to the best way to deliver the joint services.

Due consideration to procurement law and guidance and the competition law and guidance was necessary. This was particularly with reference to Regulation 12(7) of the Public Contracts Regulations 2015 (SI 2015/102), which provides that a contract exclusively between two or more public bodies falls outside the scope of the public procurement regime where the :

- Contract is a co-operation between the participating public bodies with the aim of ensuring that public services they have to perform are provided with a view to achieving objectives they have in common;
- Implementation of that co-operation is governed solely by considerations relating to the public interest; and
- Participating public bodies perform on the open market less than 20% of the activities concerned by the co-operation.

We were advised that the most appropriate way to structure any collaboration was through a Partnership Agreement between the organisations and then for each service the setting up of a Contractual Joint Venture Agreement (JVA). This is not a separate entity but is hosted by one of the parties, which it was agreed should be DCHS for POE. This partnership model would then allow for further services to be approached in a similar way e.g. Estates, IM&T etc. Each would be subject to a separate JVA, or other appropriate arrangement but would be overseen by one Joint Venture Leadership Team.

The contract for POE and other services will have clear service specifications and key performance indicators which will be overseen by the JVA Leadership Team. The host for POE is DCHS. The host for other services will be determined on a case by case basis. Where other services are being considered these will require both Trust Board's approval prior to commencement.

In order to provide the legal framework for the delivery of services three documents have been developed. These have been through rigorous scrutiny at Executive level and with the input of a Non-Executive Director to provide overall assurance. The documents are:

## **1. The Partnership Agreement**

The partnership agreement sets out the broad context within which the two organisations will operate to develop the more detailed joint venture arrangements. It is an umbrella agreement beneath which individual service solutions can be sought and detailed contractual arrangement such as the POE JVA agreed. The responsibility for taking this forward will be vested in a JVA Leadership Team with executive membership and this will initially undertake the function of oversight for the POE service only. (See Appendix A)

## **2. The Contractual Joint Venture Agreement**

The setting up of a JVA allows both parties to work as partners in the delivery of services. It is not a commissioner provider relationship. The Contractual Joint Venture Agreement will have one party as 'Host' and that host supplies services to both organisations. This would be governed by a customer contract which is appended to the relevant JVA. The initial JVA only concerns POE. Once we have agreed the key elements of this JVA we will have a workable model for further services without the need to engage solicitors. (See Appendix B)

## **3. The Customer Contract**

This sets out the terms on which the JVA Host will provide services to the customers i.e. both DHcFT and DCHS. It includes all of the terms and conditions expected within a contract and whilst there is some duplication with the JVA it was felt that as a separate legal document there should not be a requirement to cross-reference. The contract contains all of the Service Specifications with relevant Key Performance Indicators. (See Appendix C)

The POE JVA and subsequent services will be overseen by the JVA Leadership Team which will consist of the Deputy Chief Executive/Director of Finance, the Chief Operating Officer and the Director of Strategic Development together with the Joint Director of POE. The objectives of the JVA Leadership Team are set out in the JVA:

The Partnership agreement contains generic terms of reference for this board in relation to its wider partnership role whilst the JVA contains specific terms of reference in relation to its obligations as a JV board for POE services.

The POE service will produce a business plan each year which will support the delivery of each organisations strategic aims and organisational plans. This will be signed-off by the individual Trust Boards as part of their overall plans in March each year and overseen by the JVA Leadership Team. The JVA Leadership Team will manage the delivery of this plan and if there is any significant variance to plan or if it is deemed that risks are high or extreme, these will be escalated to respective Boards. Similarly any proposed additions to the JVA would need to be agreed by both Boards.

The work on the Partnership Agreement, the JVA and the Customer Contract is now completed with the exception of the following:

- **Joint Venture Agreement**

A copy of the Customer Contract will need to be inserted in Appendix A (page 53) of the JVA, once agreed.

- **Customer Contract**

Final confirmation of the monthly payment arrangements is required and need to be included in schedule 3 of the customer contract.

**Strategic Considerations** (All applicable strategic considerations to be marked with X in end column)

1) We will deliver <b>quality</b> in everything we do providing safe, effective and service user centred care	X
2) We will develop strong, effective, credible and sustainable <b>partnerships</b> with key stakeholders to deliver care in the right place at the right time	X
3) We will develop our <b>people</b> to allow them to be innovative, empowered, engaged and motivated. We will retain and attract the best staff.	X
4) We will <b>transform</b> services to achieve long-term financial sustainability.	X

**Assurances**

- The business case for POE has been fully approved and the improved level of service noted
- The development of a JVA for POE services is in-line with our overall strategy.
- The JVA is in-line with the national direction for delivering greater efficiencies from 'back office functions'
- The JVA has been developed jointly following legal advice
- All documents have been scrutinised by Executive Directors from both organisations with input from a Non-Executive Director

**Consultation**

The information contained within this report has been considered at a number of meetings including the Executive Leadership Team, the Finance and Performance Committee, the People and Culture Committee and the Trust Board.

**Governance or Legal Issues**

The Partnership Agreement, the JVA and the Customer Contract are legally binding agreements and legal advice has been followed to ensure that all aspects are covered.

**Public Sector Equality Duty & Equality Impact Risk Analysis**

The author has a responsibility to consider the equality impact and evidence on the nine protected characteristics (REGARDS people (Race, Economic disadvantage, Gender, Age, Religion or belief, Disability and Sexual orientation)).

There are no adverse effects on people with protected characteristics (REGARDS).

There are potential adverse effect(s) on people with protected characteristics (REGARDS). Details of potential variations /inequalities in access, experience and outcomes are outlined below, with the appropriate action to mitigate or minimise those risks.

X

**Actions to Mitigate/Minimise Identified Risks**

Any issues identified will relate to the specific services involved and have been fully addressed for POE

**Recommendations**

The Board of Directors is asked to accept this paper for information and acknowledge that the Executive Leadership Team have approved all documents which have been developed after taking legal advice and have undergone rigorous scrutiny.

**Report presented by: Lynn Wilmott-Shepherd  
Interim Director of Strategic Development**

**Report prepared by: Lynn Wilmott-Shepherd  
Interim Director of Strategic Development  
Tim Broadley  
Associate Director of Strategy (DCHS)**

**DATED**

**2017**

**(1) DERBYSHIRE COMMUNITY HEALTH SERVICES NHS FOUNDATION TRUST**

**and**

**(2) DERBYSHIRE HEALTHCARE NHS FOUNDATION TRUST**

---

**PARTNERSHIP AGREEMENT IN  
RELATION TO THE SHARED BACK  
OFFICE FUNCTIONS**

---



**THIS AGREEMENT IS MADE ON**

**2017**

**BETWEEN:**

- (1) **DERBYSHIRE COMMUNITY HEALTH SERVICES NHS FOUNDATION TRUST** of Baslow Rd, Bakewell DE45 1AD ("**DCHS**"); and
- (2) **DERBYSHIRE HEALTHCARE NHS FOUNDATION TRUST** of Kingsway Site, Kingsway, Derby, Derbyshire, DE22 3LZ ("**DHCFT**").

## **1. Glossary**

- 1.1. If a word or term in this Agreement is capitalised, it will have the meaning set out in the Glossary in Schedule 1. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

## **2. Background and Purpose**

- 2.1. Derbyshire Community Health Services NHS Foundation Trust and Derbyshire Healthcare NHS Foundation Trust (each a "**Party**" and together the "**Parties**") have been working together to identify efficiency opportunities and savings through collaborating and co-ordinating their back office functions. This work has been carried out following the independent report (Operational productivity and performance in English NHS acute hospitals: unwarranted variations) for the Department of Health conducted by Lord Carter of Coles dated February 2016 which recognised that there are significant potential savings for NHS trusts that consolidate their back office services. The importance of financial considerations and cost savings was further acknowledged by NHS Improvement in its letter to NHS trusts and foundation trusts of 28 June 2016 regarding "2016/17 Financial Position". The Parties have therefore undertaken the work described in this Agreement in light of those recommendations.
- 2.2. The services on which the Parties envisage collaborating from on or around the date of this Agreement and in the future are set out in Schedule 2 to this Agreement (each service to be referred to as a "**Shared Back Office Function**" and collectively known as the "**Shared Back Office Functions**").
- 2.3. The list of Shared Back Office Functions in Schedule 2 is not exhaustive and the Parties may, during the course of this Agreement, identify and agree further service areas in which they wish to collaborate and implement joint working between them. Accordingly, the Parties may amend the list of Shared Back Office Functions in Schedule 2 from time to time, as appropriate.
- 2.4. This Agreement is intended to set out:

- 2.4.1. the Shared Back Office Functions;
  - 2.4.2. the governance structure and Terms of Reference for the Agreement; and
  - 2.4.3. the form of document that the Parties have agreed will be used as the base agreement as and when the detailed arrangements to implement a Shared Back Office Function are agreed between the Parties (the “**Model JVA**”).
- 2.5. The Parties’ execution of this Agreement has been approved by the Board of DCHS and the Board of DHCFT and each Party has obtained all relevant approvals and consents necessary for it to enter into this Agreement.
- 2.6. The Parties agree that they are working together under this Agreement and will be working together in relation to the Model JVA for a joint purpose and to achieve objectives in common in accordance with Regulation 12(7) of the Public Contracts Regulations 2015.

### **3. Co-operation and announcements**

- 3.1. The Parties agree to co-operate with each other and work together, having regard to the relevant sections of the 2006 Act as amended by the 2012 Act and in a constructive and open manner (including, without limitation, as further described in this Clause 3).
- 3.2. In addition, the Parties acknowledge and confirm that:
- 3.2.1. each Party shall exclusively continue to manage, control and be fully accountable for the provision of its own activities;
  - 3.2.2. each Party shall comply with their obligations in accordance with NHS Improvement’s provider licence (as applicable);
  - 3.2.3. each Party agrees (subject to the provisions of Clause 7) to co-operate fully with the other Party regarding any and all reasonable requests for information required by that Party for the purpose of delivering a particular Shared Back Office Function.
- 3.3. Neither Party shall (without the prior agreement of the other) issue any press release or publish any document or otherwise make any disclosure in connection with this Agreement, save as required by law and neither Party shall issue any statement to its staff or key stakeholders which contradicts any communications agreed between the Parties (save as required by law).

#### **4. Timetable and Termination**

- 4.1. This Agreement will be effective on and from the date that an authorised signatory from each Party has signed this Agreement and shall continue in full force and effect unless and until terminated by the Parties in accordance with this Clause 4.
- 4.2. It is anticipated that, subject in each case to the Parties having agreed detailed documentation in accordance with Clause 6.2, each Shared Back Office Function will commence on the proposed service commencement date relevant to that Shared Back Office Function set out in Schedule 2.
- 4.3. Either Party may terminate this Agreement by giving at least six months' notice in writing to the other Party provided that any such termination will be without prejudice to any Shared Back Office Function in relation to which documentation has been entered into and shared service delivery has commenced on the date of such termination.

#### **5. Governance**

- 5.1. The Parties have agreed the governance structure set out in Schedule 3 and each Party agrees to comply with Schedule 3 in so far as it is relevant to that Party.
- 5.2. The Joint Venture Leadership Team (JV Leadership Team) is the joint group responsible for directing and leading the joint working. The JV Leadership Team will act in accordance with the Terms of Reference.
- 5.3. The JV Leadership Team comprises five executive representatives of each Party and each shall be referred to as a "Member".
- 5.4. The Parties agree that the JV Leadership Team shall be responsible for delivering the objectives set out in Paragraph 4 of Schedule 3. The Parties shall accordingly provide adequate resources to enable discussions of the JV Leadership Team to take place.
- 5.5. The Parties agree that:
  - 5.5.1. the JV Leadership Team shall not have any delegated statutory powers or functions of the Parties;
  - 5.5.2. the operation and decision making of the JV Leadership Team shall be governed by contract law and not public law;
  - 5.5.3. acts and decisions in relation to the Joint Venture's business shall be taken or made (as the case may be) in the manner described in the Terms of Reference and, when a decision has been made in accordance with this Agreement and the Terms of Reference, such decision shall bind the Parties

as a matter of contract law. Accordingly, where a Party fails to act in accordance with a decision of the JV Leadership Team in breach of the terms of this Agreement) the Party shall be in breach of this Agreement and any remedy of the Party not in default shall be in accordance with the terms of this Agreement; or, where the default is also a breach of the documentation relating to the relevant Shared Back Office Function, the terms of that documentation.

5.5.4. nothing in this Agreement shall be construed as fettering the statutory powers of the Parties or their respective Boards and nothing in this Agreement shall be construed as requiring the Parties to act outside the bounds of their respective constitutional documents, standing orders, standing financial instructions and/or schemes of delegation as may be applicable to each Party from time to time.

## **6. Shared Back Office Functions and Joint Venture Agreement**

6.1. The Parties agree to continue their ongoing work towards effective partnership working in relation to the Shared Back Office Functions.

6.2. Once the Parties have agreed the basis on which to proceed in respect of any particular Shared Back Office Function, the Parties agree to enter into a joint venture agreement which the Parties anticipate shall be in a similar form to the Model JVA contained in Schedule 2 provided that this shall not fetter the Parties ability to agree an alternative form should the Parties agree that such alternative form would be in the interests of the Parties under the terms of which one of the Parties shall (as 'host' of the joint venture) deliver to the other (as appropriate) the identified Shared Back Office Function. For the avoidance of doubt, the Parties will enter into a separate joint venture agreement for each Shared Back Office Function unless the Parties agree otherwise.

6.3. From the date of this Agreement, the Shared Back Office Functions shall include the management support areas set out in Schedule 2. This list is not exhaustive and this may be amended from time to time, by agreement. In the eventuality that other back office functions are agreed between the Parties in addition to those set out in Schedule 2 of this Agreement, the Parties agree to enter into a joint venture agreement in the form of the Model JVA in respect of those additional services also – once the detail surrounding those arrangements has been agreed.

6.4. The Parties acknowledge that:

6.4.1. the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") may apply on one Party commencing the provision of a relevant

Shared Back Office Function or termination (in whole or in part) of any such arrangement; and

6.4.2. the Parties agree to work together to comply with the relevant obligations under TUPE and to ensure a smooth transition of the relevant Shared Back Office Function and the associated staff in relation to the commencement/termination of such arrangement as referred to in Clause 6.4.1 above.

## **7. Confidentiality, Compliance with Law and Freedom of Information**

7.1. Neither Party shall use the other Party's Confidential Information for any purpose other than in connection with the carrying out of obligations under this Agreement and each Party undertakes that it shall not disclose to any person any Confidential Information (howsoever obtained) concerning or in connection with the Parties, or this Agreement, except as permitted by this Clause 7.

7.2. To the extent Confidential Information to be shared between the Parties is not already in the public domain, the Parties have, in this Clause 7, set out the principles relating to information sharing and both Parties shall comply with these provisions.

7.3. DCHS and DHCFT acknowledge their duties to comply with law in relation to the provision of the Shared Back Office Functions and in particular DCHS and DHCFT will comply with and cooperate in respect of obligations and requirements of the law relating to health and safety and data protection.

7.4. DCHS and DHCFT shall take all necessary steps to ensure that data or information belonging to one Party which comes into the other Party's possession or control in the course of providing the Shared Back Office Functions under this Agreement is protected in accordance with that Party's policies on information security and data protection and in particular no Party shall:

7.4.1. use the data or information nor reproduce the data or information in whole or in part in any form except as may be required by this Agreement;

7.4.2. disclose the data or information to any third party or persons other than the Authority not authorised by the relevant Party to receive it, except with the prior written consent of the relevant Party, such consent not to be unreasonably withheld or delayed; or

7.4.3. alter, delete, add to or otherwise interfere with the data or information (save where expressly required to do so by the terms of this Agreement).

7.5. To the extent that any data or information belonging to the disclosing Party is personal data within the meaning of the Data Protection Act 1998:

## Strictly Private and Confidential

- 7.5.1. the receiving Party will process such data and information only in accordance with the disclosing Party's instructions;
  - 7.5.2. the receiving Party will comply with all NHS guidance in relation to information security and data protection; and
  - 7.5.3. the receiving Party will take such technical and organisational measures against unauthorised or unlawful processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate to the disclosing Party as data controller.
- 7.6. If this Agreement is terminated or expires each Party undertakes that it shall not for a period of seven years from the date of this Agreement disclose to any person any Confidential Information (howsoever obtained) concerning or in connection with the Parties, a Shared Back Office Function or this Agreement, except as permitted by this Clause 7.
- 7.7. Each Party may only disclose any other Party's Confidential Information:
- 7.7.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out any Party's obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses any other Party's Confidential Information comply with this Clause 7;
  - 7.7.2. which is in the public domain (other than as a result, whether direct or indirect, of breach of this Clause 7); and
  - 7.7.3. as may be required by law, court order, or any governmental or regulatory authority.
- 7.8. The Parties acknowledge that they are subject to legal duties under the Freedom of Information Act 2000 (the "**FOIA**") which may require them to disclose, on request, information relating to this Agreement.
- 7.9. If any Party receives a Request for Information (as defined in FOIA), then, prior to any disclosure of information to which an exemption to FOIA may apply (the "**Potentially Exempt Information**"), it will:
- 7.9.1. immediately notify the other Party of such Request for Information;
  - 7.9.2. discuss the Request for Information with the other Party and the Parties shall consider together whether or not an exemption to FOIA applies and the public interest factors both for and against disclosure (if applicable depending upon the potential exemption) in accordance with FOIA to determine whether the

public interest in maintaining the exemption outweighs the public interest in disclosing such Potentially Exempt Information;

- 7.9.3. take into account any representations made by the other Party in relation to the Request for Information and any possible exemptions; and
  - 7.9.4. consult with the other Party in relation to any proposed disclosure as to whether any further explanatory material or advice should also be disclosed with the information in question.
- 7.10. The Parties agree that when creating data that will, or is likely to be, shared with the other Party under this Agreement and prior to disclosing any data to the other Party, they will use reasonable endeavours to:
- 7.10.1. exclude or anonymise any data that constitutes personal data or sensitive personal data and to the extent that any data includes personal data or sensitive personal data; and
  - 7.10.2. clearly mark any Confidential Information "Strictly Private and Confidential".

## **8. Costs and Liability**

- 8.1. Except as may otherwise be agreed between the Parties in writing, the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement including in respect of any losses and liabilities due to their own employee actions.
- 8.2. Notwithstanding Clause 8.1, the Parties agree that any costs and expenses incurred in relation to any professional advisors (including without limitation legal and financial advisors and other consultants) regarding the consideration of the Shared Back Office Functions, the Agreement (including the preparation of this Agreement) shall be borne between the Parties equally.
- 8.3. For the avoidance of doubt, any costs and expenses incurred in relation to any professional (or other) advisors commissioned by or for the benefit of one Party only shall be borne solely by that Party.
- 8.4. Nothing in this Agreement shall limit either Party's liability to the other with regard to death or personal injury caused by its negligence, or that of its employees or agents.
- 8.5. Subject to Clause 8.4, no Party shall be liable to the other Party, whether in contract, tort, or otherwise, under or in connection with this Agreement for loss of business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to reputation or goodwill, loss or corruption of data or information or any indirect or consequential loss.

- 8.6. The Parties agree that they are working together with a view to achieving objectives they have in common and do not intend that liability will arise between the Parties under or in connection with this Agreement.

## **9. Intellectual Property Rights**

- 9.1. Except as set out in this Agreement, a Party shall not acquire the intellectual property rights of any other Party.
- 9.2. Where a Party has Background IP that will assist another Party in the performance of the Shared Back Office Functions for which it is responsible, such Party shall licence the other Party to use such Background IP free of charge for the duration of this Agreement, solely for the purposes of performing the activities of a Shared Back Office Function for which it is responsible.
- 9.3. Subject to any detailed agreement in relation to a particular Shared Back Office Function, the Parties intend that any Foreground IP created by the Parties as part of carrying out obligations under this Agreement, shall be owned by the Parties jointly.

## **10. General**

- 10.1. Nothing in this Agreement except as set out herein is intended to, or shall be deemed to, establish any partnership between any of the Parties, constitute any Party as the agent of any other Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party except as expressly provided in this Agreement.
- 10.2. This Agreement may be signed in any number of counterparts, all of which when taken together will constitute one and the same instrument.
- 10.3. No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
- 10.4. If any Party has any issues, concerns or complaints arising out of this Agreement, such Party shall notify the other Party and the Parties acknowledge and confirm that they shall then seek to resolve the issue by process of discussion and escalating the issue to appropriate senior representatives of the Party as necessary.
- 10.5. Should no resolution be reached in accordance with Clause 10.4, either Party may terminate the Agreement with immediate effect.

Strictly Private and Confidential

**THIS AGREEMENT** has been signed by and for and on behalf of the Parties on the day and year written above.

Signed by )  
for and on behalf of )  
**DERBYSHIRE COMMUNITY HEALTH SERVICES NHS** )  
**FOUNDATION TRUST** )

**Name:**

**Position:**

Signed by )  
for and on behalf of )  
**DERBYSHIRE HEALTHCARE NHS FOUNDATION TRUST** )

**Name:**

**Position:**

**SCHEDULE 1**

**GLOSSARY**

<b>2006 Act</b>	the National Health Service Act 2006;
<b>2012 Act</b>	the Health and Social Care Act 2012;
<b>Agreement</b>	means this agreement between the Parties, together with all the schedules and annexes attached to it;
<b>Background IP</b>	the intellectual property rights of the Parties that exist at the date this Agreement is entered into;
<b>Board</b>	means the board of directors of the relevant Party;
<b>Confidential Information</b>	means any information that is provided to a Party and which is marked strictly private and confidential together with any information or that by its nature may reasonably be regarded as confidential (whether commercial, financial, technical or otherwise);
<b>Foreground IP</b>	intellectual property that is created after the date of this Agreement in the course of carrying out the Shared Back Office Functions or otherwise the performance of the obligations as set out in this Agreement;
<b>JV Leadership Team</b>	the joint venture leadership team constituted and governed in accordance with Schedule 3;
<b>Member</b>	an individual nominated to sit on the JV Leadership Team;
<b>Model JVA</b>	means the agreement set out in Appendix A to Schedule 2;
<b>NHS Improvement</b>	means the organisation known as NHS Improvement which is responsible for overseeing foundation trusts and NHS trusts as well as independent providers that provide NHS-funded care, or any other regulatory or supervisory body carrying out the same or similar functions;
<b>Parties</b>	DCHS and DHCFT , each a “ <b>Party</b> ” and together the “ <b>Parties</b> ”;
<b>Shared Back Office Functions</b>	means the services as set out in Schedule

	2;
<b>Terms of Reference</b>	the terms of reference of the JV Leadership Team which may be amended or replaced from time to time by the JV Leadership Team in accordance with paragraph 10.1 of Schedule 3; and
<b>TUPE</b>	Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246).

**Interpretation:**

- References to any statute, statutory instrument, regulations or guidance are references to the same as from time to time amended, replaced, extended or consolidated.
- References to any statutory body shall include its statutory successor(s) or assign(s).

## SCHEDULE 2

### SCOPE OF SHARED BACK OFFICE FUNCTIONS, TIMETABLE

#### 1. Intended Services Commencement Date Timetable

	<b>Shared Back Office Functions</b>	<b>Intended delivery Party</b>	<b>Intended services commencement date</b>
1.	People and organisational effectiveness	DCHS	April 2018 (TBC)

- 1.1. The Shared Back Office Functions shall cover the area identified in the above table.
- 1.2. The Parties may agree to add other areas for consideration. Any such decisions will require the agreement and positive engagement of both Parties and will be discussed and implemented in accordance with Clause 5 (Governance) and Clause 7 (Confidentiality, Compliance with Law and Freedom of Information).

#### Appendix A – Model JVA:



Draft model contractual (hosted).

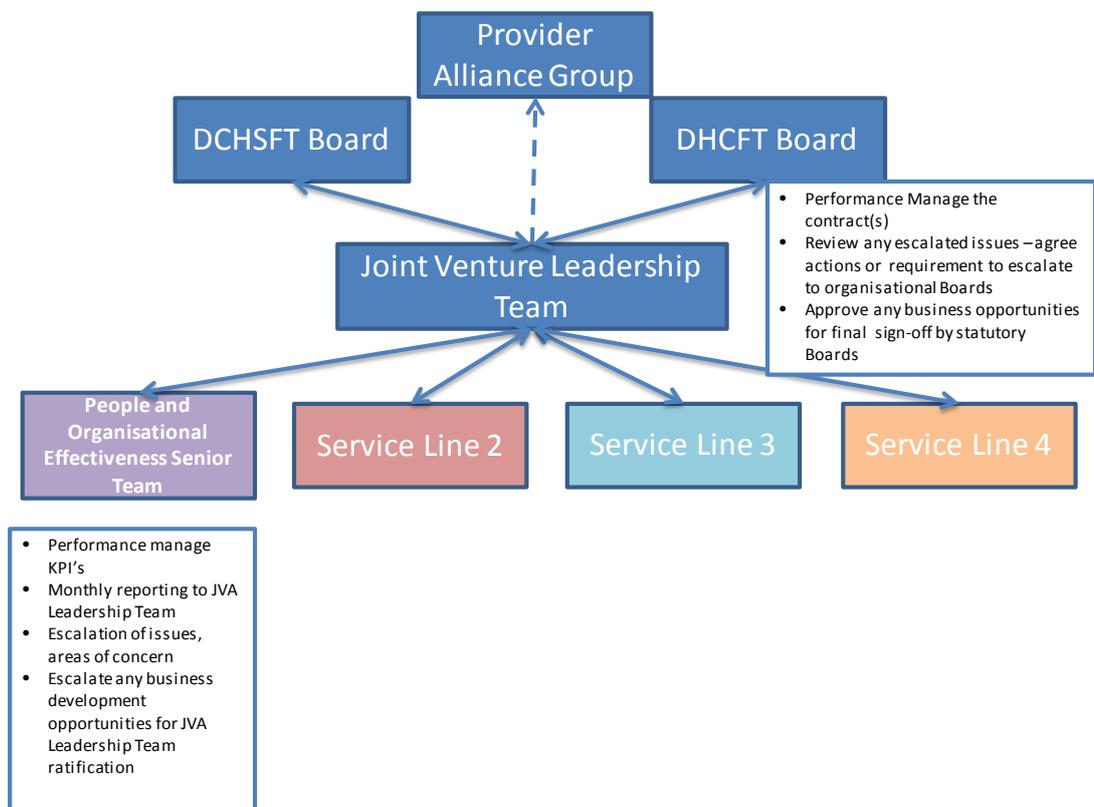
### SCHEDULE 3

## GOVERNANCE ARRANGEMENTS AGREED BETWEEN THE PARTIES

### 1. Governance Arrangements

1.1. The diagram below shows the governance arrangements supporting this Agreement.

# JVA Governance Structure



### 2. Terms of Reference

2.1. These Terms of Reference set out how the JV Leadership Team will operate.

### 3. JV Leadership Team Purpose

3.1. The JV Leadership Team has been established by the Parties, who remain sovereign organisations, to provide a financial and governance framework for the proposed joint working between the Parties.

- 3.2. The JV Leadership Team will lead the establishment of a number of areas of joint working where the Parties consider there to be a mutual benefit. This may be through quality, efficiency or clinically - these are not intended to be mutually exclusive.
- 3.3. Each Party shall delegate to its representatives on the JV Leadership Team such authority as is agreed to be necessary in order for the JV Leadership Team to function effectively in discharging the duties within these Terms of Reference. The Parties shall ensure that each of their representatives has equivalent delegated authority to make decisions on behalf of their respective Boards/ organisations.

#### **4. JV Leadership Team Objectives**

- 4.1. The objectives of the JV Leadership Team are as follows:
  - 4.1.1. to have a clear and shared understanding of performance across the Joint Venture services;
  - 4.1.2. to agree and direct strategic and tactical investment and disinvestment for the identified Shared Back Office Function within the agreed business plan;
  - 4.1.3. to hold organisations (each other) to account for delivery of the JV Leadership Team aims and outcomes - recognising and supporting joint responsibility for cross performance;
  - 4.1.4. to agree changes to any future joint venture agreements and escalate to individual Trust Boards for approval where appropriate;
  - 4.1.5. to agree and adjust financial management arrangements and contracts (within agreed business plan) to enable improved cross system and joint working; and
  - 4.1.6. to identify new opportunities for joint service efficiencies and transformation and to ensure a robust partnership approach is in place to enable these to be exploited.

#### **5. JV Leadership Team Responsibilities**

- 5.1. The JV Leadership Team shall, amongst other things:
  - 5.1.1. promote and encourage commitment to the objectives and principles set out in this Agreement and Terms of Reference;
  - 5.1.2. formulate and agree any strategies for the successful implementation of the identified Shared Back Office Functions;

- 5.1.3. respond to changes in the operating environment, including changes to national policy or regulatory requirements which impact on the joint working proposals;
  - 5.1.4. attempt to resolve strategic issues and challenges, and escalate to the Parties' individual Boards where such matters cannot be resolved by the JV Leadership Team;
  - 5.1.5. accept business cases for new ventures/ joint working and make recommendations to the Parties' Boards where appropriate;
  - 5.1.6. review the governance arrangements including the Terms of Reference annually;
  - 5.1.7. ensure the Parties are accountable to commissioners, relevant regulators and other stakeholders, where necessary;
  - 5.1.8. work together to agree any proposed changes to this Agreement; and
  - 5.1.9. escalate to both Parties' Boards where risks are deemed to be high or extreme
- 5.2. The JV Leadership Team shall also have such additional responsibilities relevant to specific Shared Back Office Functions as may be allocated to the JV Leadership Team by the terms of the documentation applicable to any specific Shared Back Office Function or as may be agreed by the JV Leadership Team from time to time.

## **6. Membership of the JV Leadership Team**

- 6.1. The JV Leadership Team will comprise three executive representatives of each Party, together with the relevant Service Line Director where appropriate and each shall be referred to as a "Member". Each Member shall have delegated responsibility to make decisions on behalf of their respective Boards/organisations in relation to the responsibilities identified in Paragraph 5 of this Schedule.
- 6.2. The Parties may remove or replace any Member at any time subject to the consent of the remaining Members, such consent not to be unreasonably withheld or delayed. Unless otherwise agreed in writing by the JV Leadership Team, any such appointment or removal will take effect upon service of a notice in writing by the relevant Party to the JV Leadership Team.
- 6.3. Each Member may appoint a deputy who shall be authorised to act as an alternate for the purpose of attending and voting at Joint Venture Leadership Team Meetings. The Parties agree that the individuals set out at Annex 1 to this Schedule 3 will be the initial Members.

- 6.4. The membership shall be reviewed and may be amended by the JV Leadership Team in accordance with Paragraph 10.1 of this Schedule 3.

## **7. Meeting Frequency and Duration**

- 7.1. The Chair of the JV Leadership Team shall be appointed by the Members. The Chair shall remain in office for a period of 12 months following which the Parties may either appoint a new Chair or renew their appointments for a further period of 12 months. The expression “the Chair” shall be deemed to include any other Member appointed by the Chair or the JV Leadership Team to act as Chair if the Chair is absent from the meeting or otherwise unavailable.
- 7.2. The JV Leadership Team shall meet, as a minimum, on a monthly basis for a period of approximately 3 hours.
- 7.3. No business shall be transacted at any JV Leadership Team meeting unless a quorum is present.
- 7.4. The quorum for a JV Leadership Team meeting shall consist of a minimum of the Chief Executive or Director of Finance representing each Party, together with at least one other Member from each Party.
- 7.5. If a quorum is not present for a JV Leadership Team meeting within half an hour of the appointed time for the meeting, the meeting shall be adjourned to the next available date. Any JV Leadership Team Member or his deputy may validly participate in a meeting of the JV Leadership Team through the medium of conference telephone or any other form of communications equipment (whether in use when this Agreement is signed or developed subsequently), provided that all persons participating in the meetings are able to hear and speak to each other throughout such meeting. A person so participating by telephone or other communication shall be deemed to be present in person at the meeting and shall be counted in a quorum and entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the Chair then is.
- 7.6. The JV Leadership Team shall keep minutes of the proceedings at meetings of the JV Leadership Team and circulate drafts of the same within 10 business days of such meeting. Such minutes shall be approved by the JV Leadership Team at its next meeting and signed by the Chair of the JV Leadership Team. Duplicate copies of the signed minutes shall be submitted to each Party via electronic means.

## **8. Decision Making**

- 8.1. Only the Members shall be entitled to vote on a resolution put to the vote of the JV Leadership Team.

- 8.2. Members shall only exercise functions and powers of the Party that they represent to the extent that they are authorised to exercise such functions and powers under that Party's own internal governance.
- 8.3. Any decision of the JV Leadership Team must be separately approved by the Members representing each Party to this Agreement. Each Party shall determine the basis on which any disagreement between its representative Members is resolved by a majority vote.
- 8.4. The JV Leadership Team may from time to time make and alter rules for the conduct of their business, the summoning and conduct of their meetings including adjournments and the custody of documents. No rules may be made which would conflict with legislation, regulations, constitutional documents or standing orders governing any of the Parties.

## **9. Reporting Arrangements**

- 9.1. Each Member will be responsible for ensuring appropriate reporting on the work of the JV Leadership Team to their Board or relevant Board committee through their local designated governance process.
- 9.2. A minimum of 15 days' notice will be given prior to a JV Leadership Team meeting being held. However, it is expected that meetings will be scheduled at least 12 months in advance.
- 9.3. The Parties participating in a particular joint working project established by the JV Leadership Team will provide a summary report on progress in an agreed format for each JV Leadership Team meeting clearly identifying any items which require a decision to be made by the JV Leadership Team.
- 9.4. Papers for the JV Leadership Team meetings will be circulated at least 48 hours before the scheduled meeting time.

## **10. Review**

- 10.1. The Terms of Reference and membership shall be reviewed as a minimum on an annual basis or earlier where significant changes are proposed to the governance arrangements.

**Annex 1**

---

	<b>DCHS</b>	<b>DHCFT</b>
<b>1.</b>	<b>Director of Finance/Deputy CEO</b>	<b>Director of Finance/Deputy CEO</b>
<b>2.</b>	<b>Chief Operating Officer</b>	<b>Chief Operating Officer</b>
<b>3.</b>	<b>Director of Strategy and Business Development</b>	<b>Director of Strategic Development</b>

---

**N.B.** The Director of POE will be in attendance at the JVLT meetings

**DATE**

**2017**

- 1. Derbyshire Community Health Services NHS Foundation Trust**
- 2. Derbyshire Healthcare NHS Foundation Trust**

**JOINT VENTURE AGREEMENT IN RELATION TO  
THE ARRANGEMENTS FOR PEOPLE AND ORGANISATIONAL EFFECTIVENESS  
SERVICES**



**Capsticks Solicitors LLP**

<http://www.capsticks.com/>

**CONTENTS**

- 1. **Definitions and interpretation..... 6**
- 2. **Actions taken prior to and post the Commencement Date ..... 7**
- 3. **Duration ..... 7**
- 4. **Non-binding objectives and powers of the Joint Venture ..... 7**
- 5. **Principles of the Joint Venture..... 8**
- 6. **The JV Host ..... 9**
- 7. **Management and governance of the Joint Venture .....10**
- 8. **Business Plan.....11**
- 9. **The POE Services.....12**
- 10. **Property .....12**
- 11. **Assets .....13**
- 12. **Third party contracts .....13**
- 13. **Staffing and pensions.....14**
- 14. **Termination.....19**
- 15. **Insurance .....23**
- 16. **Efficiency savings .....23**
- 17. **Financial reporting.....24**
- 18. **Liabilities .....25**
- 19. **Confidential information.....27**
- 20. **Freedom of information .....27**
- 21. **Intellectual property .....28**
- 22. **Prevention of bribery .....28**
- 23. **Data protection.....29**
- 24. **Dispute resolution.....30**
- 25. **Assignment and subcontracting.....31**
- 26. **Notice .....31**
- 27. **Severance .....31**
- 28. **Waiver .....31**
- 29. **Anti-discrimination.....32**
- 30. **No partnership.....32**
- 31. **Set off.....32**

- 32. Counterparts.....32**
- 33. Third party rights.....32**
- 34. Variation.....32**
- 35. Entire agreement.....32**
- 36. Own costs and expenses.....33**
- 37. Governing law and jurisdiction .....33**
- Schedule 1 .....34**
- Definitions.....34**
- Schedule 2 .....40**
- Partners and Partnership Interests .....40**
- Schedule 3 .....41**
- Governance and Management of the Joint Venture.....41**
  - 1. Joint Venture Agreement Governance Structure.....41**
  - 2. Terms of Reference.....41**
  - 3. Reserved Matters .....42**
- Schedule 4 .....45**
- Hosting Obligations .....45**
- Schedule 5 .....47**
- Consequences of Termination .....47**
- Schedule 6 .....50**
- POE Services.....50**
- Schedule 7 .....51**
- Deed of Adherence.....51**
- EXECUTION PAGE .....52**
- Appendix A .....53**

**Date:**

**2017**

This Agreement is made between:

1. **DERBYSHIRE COMMUNITY HEALTH SERVICES NHS FOUNDATION TRUST** of Baslow Road, Bakewell, Derbyshire DE45 1AD (“**DCHS**”); and
2. **DERBYSHIRE HEALTHCARE NHS FOUNDATION TRUST** of Kingsway Site, Kingsway, Derbyshire, DE22 3LZ (“**DHCFT**”).

together referred to in this Agreement as the “**Partners**” and each a “**Partner**”.

## **BACKGROUND**

1. Pursuant to the Partnership Agreement, the Partners identified opportunities for significant efficiency and cost savings through collaborating and co-ordinating their back office functions. This work was carried out following the independent report (Operational Productivity and Performance in English NHS acute hospitals: unwarranted variations) for the Department of Health conducted by Lord Carter of Coles dated February 2016 which recognised that there are significant potential savings for NHS trusts that consolidate their back office services. The importance of financial considerations and cost savings was further acknowledged by NHS Improvement in its letter to NHS trusts and foundation trusts of 28 June 2016 regarding the “2016/2017 Financial Position”. The Partners have therefore undertaken this work in light of those recommendations with the overall aim being to achieve savings by collaborating and co-ordinating the Partners’ back office functions.
2. In addition to the above financial savings identified by the Partners in relation to the proposed collaboration, the case for change is also driven by the success of a number of secondment arrangements currently in place between the Partners.
3. The services on which the Partners currently envisage collaborating include: (i) People and Organisational Effectiveness (POE); (ii) estates; and (iii) integrated Facilities Management services. This list is not exhaustive and the Partners may, during the course of the Partnership Agreement and this Agreement, identify and agree further service areas in which they wish to collaborate and implement joint working between them.
4. The Partners have agreed to enter into this Agreement to implement the collaborative working between them in relation to the POE Services. The Partners are of the view that a merged team allows for the opportunity to provide substantive POE leadership whilst making the most efficient use of financial resources and improving the overall quality of POE services. The Partners have agreed to form a Joint Venture for this purpose.
5. The purpose of this Agreement is to facilitate the restructuring of the two human resources teams into one to enable the workforce and organisational development team

at DHCFT and the POE team at DCHS to come together. The newly combined team will aim to be 'best in class' in everything that it does; providing people management, development and engagement solutions to both organisations which are business-focused, responsive, innovative and best value for money. The new team will ensure that people management policies, procedures, systems, and processes are efficient and effective and that technology is optimised. The aim will be to align and harmonise policies and procedures as well as to develop a shared organisational culture.

6. In entering into and performing their obligations under this Agreement, the Partners are working towards the strategic objectives set out in the Business Case approved by the Partners in September 2017.
7. The Partners anticipate that new providers may be added to this Agreement as Customers and/or New Partners to the Joint Venture in accordance with the terms of this Agreement and with the prior written approval of the JV Leadership Team such approval being subject, as a Reserved Matter, to approval by the individual Partners' boards of directors.
8. This Agreement sets out (amongst other things):
  - (a) the Joint Venture arrangements between the Partners, including the hosting and related liability of the Partners in respect of the Joint Venture;
  - (b) the terms and conditions for the provision of the POE Services; and
  - (c) the contractual governance and contractual joint management arrangements of the Joint Venture.
9. The Partners have agreed to share any efficiency savings and the liabilities arising in relation to the Joint Venture in the manner (and in the shares) set out in this Agreement.
10. The Partners' execution of this Agreement has been approved by the board of DCHS and the board of DHCFT and each Partner has obtained all relevant approvals and consents necessary for it to enter into this Agreement.
11. It is acknowledged that the Partners (as NHS organisations) have the vires to participate in contractual joint ventures in this manner. As at the Commencement Date, the Joint Venture will be hosted by DCHS on behalf of the Partners but the Partners will control the Joint Venture equally.
12. The Partners acknowledge that they have considered procurement Law and guidance and competition Law and guidance that applies to their participation in this Joint Venture.
13. The Partners acknowledge and agree that they have structured arrangements between them so as to act in accordance with Regulation 12(7) of the Public Contracts Regulations 2015 (SI 2015/102), which provides that a contract concluded exclusively

between two or more public bodies falls outside the scope of the public procurement regime where:

- (a) the contract establishes or implements a co-operation between the participating public bodies with the aim of ensuring that public services they have to perform are provided with a view to achieving objectives they have in common;
- (b) the implementation of that co-operation is governed solely by considerations relating to the public interest; and
- (c) the participating public bodies perform on the open market less than 20% of the activities concerned by the co-operation.

## **OPERATIVE PROVISIONS**

### **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 the schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
  - 1.2.2 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
  - 1.2.3 a reference to a "**Partner**" is a reference to a party to this Agreement and includes its successors or permitted assigns and a reference to "**Partners**" is a reference to all parties to this Agreement;
  - 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;
  - 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;
  - 1.2.6 documents in "**agreed form**" are documents in the form agreed by the parties and initialled by them for identification and attached to this Agreement;
  - 1.2.7 a reference to writing or written includes e-mails; and

- 1.2.8 any headings to Clauses together with the front cover and the index are for convenience only and shall not affect the meaning of this Agreement. Unless the contrary is stated, a reference to a Clause and a Schedule shall mean a Clause and a Schedule in this Agreement.

## **2. Actions taken prior to and post the Commencement Date**

### **2.1 On or prior to the Commencement Date:**

- 2.1.1 each Partner shall provide to the JV Host (with a copy to each of the other Partners) a certified copy of the Resolution of such Partner duly passed at a validly held and constituted board meeting of such Partner; and
- 2.1.2 DCHS and DHCFT will each enter into a Customer Contract with the JV Host.

## **3. Duration**

- 3.1 Subject to Clause 2.1, this Agreement shall take effect on the Commencement Date and will continue in full force and effect for the Initial Term, unless and until terminated in accordance with the terms of this Agreement.
- 3.2 At the expiry of the Initial Term this Agreement shall terminate automatically without notice unless, no later than twelve (12) months before the end of the Initial Term, the Partners agree in writing that the term of the Agreement shall be extended for a further term to be agreed between the Partners (the "**Extended Term**").
- 3.3 This Agreement will continue in full force and effect until its expiry or termination in accordance with the terms of this Agreement.

## **4. Non-binding objectives and powers of the Joint Venture**

- 4.1 This Clause 4 is not legally binding but sets out the intention and objectives of the Partners only.
- 4.2 The Partners agree that it is the purpose of this Agreement to establish a partnering joint venture relationship between DCHS and DHCFT for the delivery of the POE Services by the JV Host to each of the Partners. Subject to the terms of this Agreement, this relationship is intended to last for the duration of the Agreement.
- 4.3 In working together, the Partners will take into account the Objectives set out in Clause 4.5.
- 4.4 Each Partner agrees that it has a joint responsibility to ensure the Joint Venture succeeds. The Partners acknowledge and agree that they will each work co-operatively and collaboratively in the best interests of the Joint Venture regarding all services

provided as part of the Joint Venture in a way that will not disadvantage the other Partner.

4.5 The Objectives of the Joint Venture are:

- a) to deliver a more efficient and cost effective POE Service to all Customers of the Joint Venture in accordance with the strategic direction of the Partners;
- b) to provide people management, development and engagement solutions to the Partners which are business-focused, responsive, innovative and best value for money;
- c) to ensure that people management policies, procedures, systems, and processes are efficient and effective and that technology is optimised;
- d) to align and harmonise the Partners' policies and procedures to develop a shared organisational culture;
- e) to increase agile working across the senior team; and
- f) to place greater attention on the importance of the 'people agenda' of the Partners.

**5. Principles of the Joint Venture**

5.1 The Partners acknowledge and confirm that the principles of the Joint Venture will take into account the following principles of joint working:

- 5.1.1 each Partner shall, at all times work in partnership to ensure that this Agreement is observed and that an effective and sustainable POE Service is provided;
- 5.1.2 the Partners acknowledge and agree to be flexible about how the governance arrangements may evolve over time;
- 5.1.3 the Partners agree to support each other to address any barriers to sustainability and transformation;
- 5.1.4 each Partner shall work towards the development of a close working relationship between the Partners;
- 5.1.5 each Partner shall, at all times, act in good faith towards the other Partners and shall use all reasonable efforts to ensure that this Agreement is observed;
- 5.1.6 the Partners will ensure things are done as efficiently and effectively as possible and will work together to overcome any weaknesses and to build on strengths;

- 5.1.7 the Partners will develop openness and trust in a transparent information and data sharing environment;
  - 5.1.8 the development of the partnership will be through “learning by doing” which requires the Partners to better understand people’s needs, learn how they can better work together, build on progress made to date and do more of what works and adapt what could be done better.
- 5.2 The Partners agree that:
- 5.2.1 the Joint Venture Staff will be employed by the JV Host (on behalf of the Joint Venture) in accordance with Clause 13.
  - 5.2.2 any IT Equipment used by the Joint Venture will be owned, leased and/or licensed (as applicable by the JV Host (on behalf of the Joint Venture) in accordance with Clause 11;
  - 5.2.3 the JV Leadership Team shall be responsible (by delegation from the Partners) for the strategic oversight and day to day management of the Joint Venture;
  - 5.2.4 the JV Host will receive payment for the POE Services from the Partners pursuant to the terms of the Customer Contracts and in accordance with Clause 6.5 of this Agreement; and
  - 5.2.5 the arrangements for the Joint Venture shall comply with the JV Host’s constitutional documents, standing orders, standing financial instructions and schemes of delegation of the JV Host at all times. The JV Host shall notify the other Partners of any changes to these documents after the Commencement Date.
- 6. The JV Host**
- 6.1 DCHS shall be the JV Host from the Commencement Date and for the term of this Agreement.
  - 6.2 The JV Host shall enter into the Customer Contracts with the Partners.
  - 6.3 Subject to Clause 6.4, the JV Host shall carry out the Hosting Obligations in accordance with the Hosting Standards as set out in Schedule 4.
  - 6.4 Notwithstanding Clause 6.2 the JV Host shall not be obliged to carry out or perform any act or omit to perform any act that it reasonably considers:
    - 6.4.1 would conflict with:
      - (a) any relevant Law;

- (b) the JV Host's constitutional documents, standing orders, standing financial instructions and schemes of delegation; or
- (c) would put the JV Host's business or assets or reputation at risk which is outside the ordinary course of the business of the provision of the POE Services.

6.5 The costs and expenses incurred by the JV Host in fulfilling the Hosting Obligations shall, unless otherwise agreed by the Partners in writing, be reimbursed to the JV Host:

6.5.1 by the Joint Venture Partners in accordance with the payment provisions set out in the Customer Contracts and in Clause 16 (Efficiency Savings);

6.5.2 to the extent that those costs are:

- (a) in accordance with the costs set out in the Business Plan for the Financial Year in which they are incurred; or
- (b) are otherwise approved by the JV Leadership Team.

## **7. Management and governance of the Joint Venture**

### JV Host

7.1 The JV Host shall be responsible for the day-to-day operations of the Joint Venture subject to the directions of the JV Leadership Team and the provisions of Clause 6.4.

7.2 The Partners agree that the JV Host shall be the legal entity that enters into contracts on behalf of the Joint Venture and thereby will be contractually liable for all payment and other obligations under those contracts including, without limitation, the Customer Contracts, contracts of employment, and all ancillary contracts with third parties related to the Joint Venture.

### JV Leadership Team

7.3 The JV Leadership Team shall provide the strategic oversight and direction for the POE Services in accordance with the Terms of Reference.

7.4 The JV Leadership Team comprises three executive representatives of each Partner together with the Director of POE and each shall be referred to as a "Member" in the Terms of Reference.

7.5 The Partners agree that the JV Leadership Team shall be responsible for delivering the Objectives of the Joint Venture. The Partners shall accordingly provide adequate resources to enable discussions of the JV Leadership Team to take place.

7.6 The Partners agree that:

- 7.6.1 each Member shall have delegated responsibility to make decisions on the day-to-day running of the Joint Venture on behalf of their respective boards/organisation;
- 7.6.2 the JV Leadership Team shall not have any delegated statutory powers or functions of the Partners;
- 7.6.3 the operation and decision making of the JV Leadership Team shall be governed by contract Law and not public Law;
- 7.6.4 acts and decisions in relation to the Joint Venture's business shall be taken or made (as the case may be) in the manner described in the Terms of Reference and, when a decision has been made in accordance with this Agreement and the Terms of Reference, such decision shall bind the Partners as a matter of contract Law. Accordingly, where a Partner fails to act in accordance with a decision of the JV Leadership Team in breach of the terms of this Agreement) the Partner shall be in breach of this Agreement and any remedy of the Partner not in default shall be in accordance with the terms of this Agreement;
- 7.6.5 nothing in this Agreement shall be construed as fettering the statutory powers of the Partners or their respective boards and nothing in this Agreement shall be construed as requiring the Partners to act outside the bounds of their respective constitutional documents, standing orders, standing financial instructions and/or schemes of delegation as may be applicable to each Partner from time to time.

#### New Partners

- 7.7 New Partners may be added as Partners to the Joint Venture by a unanimous resolution of the Partners (any such decision being a Reserved Matter) subject to:
  - 7.7.1 such criteria as the Partners may determine from time to time; and
  - 7.7.2 the Partners' assessment of procurement law implications of introducing a new partner.
- 7.8 Any New Partner shall be required to execute of a Deed of Adherence binding the New Partner to the terms of this Agreement with such amendments as may be agreed by the Partners to be required in the light of the new membership.

### **8. Business Plan**

- 8.1 The Business Plan will be prepared by the Director of POE for approval by the Partners (such decision being a Reserved Matter) and the JV Leadership Team in accordance with this Clause 8.

- 8.2 The Business Plan shall be approved by the Partners and, subject to such approval shall be adopted by the JV Leadership Team before the commencement of the Financial Year to which it applies.
- 8.3 To the extent that a Business Plan is not approved and adopted in accordance with Clause 8.2 the JV Leadership Team may approve an interim business plan to apply until such time as the relevant Business Plan is approved.
- 8.4 Any interim plan agreed in accordance with Clause 8.3 may not provide for any capital investment requirement on the Partners and the operating budget for any month in which the interim plan is in place shall not exceed 95% of the budget that applied to the corresponding month in the Business Plan for the Financial Year immediately preceding the Financial Year in which the interim plan applies.
- 8.5 The Business Plan shall be consistent with the business strategy of each Partner and shall enable the delivery of each Partner's annual operational plan and shall contain:
- 8.5.1 an operating budget (including capital expenditure requirements);
  - 8.5.2 a management report giving business objectives for the coming Financial Year;
  - 8.5.3 an analysis of the interim results for the previous Financial Year (where available) including performance against budget and achievement of the Objectives;
  - 8.5.4 an investment plan for the Financial Year with indicative figures for subsequent Financial Years; and
  - 8.5.5 such other matters as the Partners shall agree from time to time.

## **9. The POE Services**

- 9.1 From the Services Commencement Date, the JV Host shall provide the POE Services set out in Schedule 6 to this Agreement (on behalf of the Joint Venture) to each Partner pursuant to each Partner's Customer Contract.
- 9.2 From time to time, the JV Host may, subject to approval of the JV Leadership Team, enter into a Customer Contract for the provision of the POE Services to other Customers.

## **10. Property**

- 10.1 The POE Services shall be provided by the JV Host from such premises as the Partners shall determine from time to time.

- 10.2 The Partners shall grant the JV Host, its employees and agents those rights of access to premises under their control as are agreed by the Partners and set out in the Customer Contract.
- 10.3 The Partners acknowledge that the costs of occupation and use of any premises by the Joint Venture shall be determined as a part of the preparation of the Business Plan. Where any charge is to apply it shall be determined firstly in accordance with the principles of such existing arrangement for the shared use of premises as apply between the Partners or as otherwise agreed by the JV Leadership Team.

## **11. Assets**

- 11.1 Any assets of the Joint Venture shall be owned, leased and licensed by the JV Host on behalf of the Joint Venture.
- 11.2 All assets that the Partners agree are required to be used by the Transferring JV Employees for the performance of the POE Services and owned by a Partner other than the JV Host shall transfer to the JV Host on the Services Commencement Date to the extent that those assets are capable of transfer and that:
- 11.2.1 such transfer shall be for no consideration on an 'as is' basis and shall not be subject to any warranty;
  - 11.2.2 the JV Host shall assume responsibility for maintenance of any transferring assets commencing on the Services Commencement Date;
  - 11.2.3 the Transferor shall be responsible for and shall indemnify the JV Host in relation to any Losses arising to the JV Host in relation to those assets where such Losses arise from the acts or omissions of the Transferor prior to the Services Commencement Date;
  - 11.2.4 the Partners shall take all such steps as may be required to transfer such assets to the JV Host.

## **12. Third party contracts**

- 12.1 The Partners acknowledge that they do not intend that any third party contracts that relate to or are ancillary to the provision of the POE Services or to any assets transferring to the JV Host pursuant to clause 11 will transfer or novate to the JV Host. If at any time after the Services Commencement Date a Partner becomes aware of the existence of a contract that should have been assigned or novated to the JV Host in order for performance by the JV Host of the POE Services, it shall promptly notify the other Partners and the Partners shall agree whether the contract shall be assigned or novated in accordance with this Clause 12.

- 12.2 The parties hereby acknowledge and agree that they will use all reasonable endeavours to ensure that all contractual rights and all contractual obligations arising under any contracts to be transferred pursuant to this Clause 12 shall be transferred to, and assumed by, the JV Host as soon as reasonably practicable following the Services Commencement Date or the date on which the relevant contract is identified, whichever is later.
- 12.3 Until a contract is transferred to the JV Host pursuant to this Clause:
- 12.3.1 the Transferor shall hold such contract as trustee for the JV Host; and
  - 12.3.2 the JV Host undertakes to the Transferor with effect from the Services Commencement Date to assume the obligations and liabilities of the Transferor under the relevant contract.
- 12.4 Nothing in this Agreement will be construed as a novation, or attempted novation, if this would constitute a breach of any contract.
- 12.5 The Partners shall jointly agree a form of notification to be sent to counterparties under the contracts in order to inform those counterparties of the transfer and to facilitate the ongoing operation of the contracts by the JV Host.
- 12.6 The Transferor hereby agrees to indemnify the JV Host against any Losses which the JV Host suffers or incurs under or in connection with any contracts transferred pursuant to this Clause as a result of any failure by the Transferor to perform or satisfy the assumed obligations under any of the contracts prior to the date of transfer of the contract.

### **13. Staffing and pensions**

- 13.1 It is agreed that the JV Host shall be the employer for the staff employed to provide the POE Services in relation to the Joint Venture. This will include the Transferring JV Employees and any other employees employed by the JV Host in relation to the POE Services in accordance with this Agreement (the “**Joint Venture Staff**”).
- 13.2 The Partners acknowledge and agree that the Transfer of Undertakings (Protection of Employment Regulations) 2006 (the “**Transfer Regulations**”) shall apply, or shall be deemed to apply, upon the JV Host commencing the POE Services in accordance with this Agreement and the Customer Contracts and that the relevant transfer under the Transfer Regulations shall take place on the Services Commencement Date.
- 13.3 In accordance with Clause 13.2 and the Transfer Regulations, the Partners acknowledge and agree that the assumption of the responsibility for providing the POE Services pursuant to this Agreement will result in the transfer of employment contracts of certain employees being the employees the Partners have agreed will transfer pursuant to this Agreement (the “**Transferring JV Employees**”) from their current employers pursuant to the application of the Transfer Regulations and that such transfer will occur

on the Services Commencement Date. Such contracts shall take effect as if originally made between the JV Host and the Transferring JV Employees, except where any Transferring JV Employee objects to the transfer of their employment to the JV Host under Regulation 4(7) of the Transfer Regulations.

- 13.4 Each Partner warrants that it shall comply in full with all its obligations under the Transfer Regulations including without limitation those under Regulations 11 and 13.
- 13.5 Each Partner shall provide the JV Host with the Employee Liability Information in relation to the Transferring JV Employees employed by that Partner not less than twenty eight (28) days prior to the Services Commencement Date and the Partners shall promptly notify the JV Host in writing of any changes to the Employee Liability Information.
- 13.6 Without prejudice to the JV Host's rights to Employee Liability Information under the Transfer Regulations, each Partner shall provide to the JV Host promptly on request such complete and accurate information or documents as the JV Host may request relating to the Transferring JV Employees employed by that Partner.
- 13.7 If the JV Host incurs any Losses arising out of or relating to:
  - 13.7.1 any inaccurate or incomplete information which is provided to the JV Host pursuant to the obligations of a Partner under this Clause 13;
  - 13.7.2 any act or omission of a Partner relating to the employment or termination of employment of any Joint Venture Staff or any obligations which were due to or with respect to any Joint Venture Staff who were employed by such Partner before the Services Commencement Date which arises as a result of any act or omission by such Partner which, for the avoidance of doubt, shall include any claim made by any third party arising out of or in connection with or in respect of the employment or engagement of or in respect of any act or omissions of any Transferring JV Employee;
  - 13.7.3 any change or proposed change to the terms and conditions of employment of any Joint Venture Staff where such change is or is proposed to be effected following the transfer of any such person to the JV Host and in respect of any Loss incurred by the JV Host arising from the employment or proposed employment of any such employee by the JV Host or any other party otherwise than on terms the same as those enjoyed by any such person while employed immediately prior to such transfer;
  - 13.7.4 any allegation by any person employed or formerly employed by any Partner, other than a Transferring JV Employee, that the JV Host may be liable for such person as a result of the JV Host taking on responsibility for providing

the POE Services by virtue of this Agreement and/or the Transfer Regulations;

13.7.5 any failure by the Partners to comply with their obligations under Regulation 11 or 13 of the Transfer Regulations;

13.7.6 continuing liability for contravention of the Equal Pay Legislation resulting from a comparison of the terms and conditions of employment by:

(a) any Transferring JV Employees with the terms and conditions of employment of any employee recruited by the JV Host on or after the Commencement Date where those terms and conditions of employment (including job description) have been subject to prior consultation with the Partners;

(b) any employee of the JV Host with the terms and conditions of employment of:

a. any employee recruited by the JV Host; or

b. any Transferring JV Employee,

on or after the Service Commencement Date (where those terms and conditions of employment (including job description) have been subject to prior consultation with the Partners).

13.7.7 any statement communicated, or action done, by the Partners in respect of any Transferring JV Employee on or before the POE Services Commencement Date regarding the transfer; and,

13.7.8 any and all Exit Costs,

then each Partner agrees to indemnify the JV Host in respect of such Losses pro rata to their respective Partnership Interest and the provisions of Clause 15.3 (mitigation of liabilities) shall apply in relation to such indemnity. The JV Host will use its reasonable endeavours to mitigate any such Losses.

13.8 As soon as reasonably practicable following the Services Commencement Date, each Partner shall deliver to the JV Host:

13.8.1 all national insurance and PAYE records fully completed in respect of the Transferring JV Employees employed by that Partner, and showing that payments are up to date;

13.8.2 all records required to be kept under the Working Time Regulations 1998 and

- 13.8.3 subject to the requirements of the applicable Law and as soon as practicable, copies of all those records relating to Joint Venture Staff which were in its possession or control at the Services Commencement Date, which shall without limitation include copies of all records relating to, capability, appraisals and conduct and any other records relating to training and qualifications where available.
- 13.9 The Partners acknowledge that the Transfer Regulations may apply upon the JV Host ceasing to provide the POE Services. Where the Transfer Regulations apply in such circumstances, the JV Host shall:
  - 13.9.1 comply with its obligations under the Transfer Regulations including but not limited to Regulations 11 and 13; and
  - 13.9.2 provide accurate and complete information in relation to any employees assigned to the POE Services to any party replacing the JV Host as provider of the POE Services.
- 13.10 The Partners acknowledge that while the Joint Venture Staff will be employed pursuant to their terms and conditions of employment as of the Services Commencement Date, the JV Host will use all of policies and procedures of the JV Host except where local arrangements are necessary.
- 13.11 The JV Host will provide human resource support for the management of whatever Joint Venture Staff are employed either directly or indirectly as necessary.
- 13.12 The JV Leadership Team will determine the pay and remuneration of the Joint Venture Staff in accordance with the Business Plan.
- 13.13 The JV Host shall not recruit or employ any additional Joint Venture Staff other than in accordance with Clause 13.14.
- 13.14 The JV Host agrees that:
  - 13.14.1 subject to Clause 13.14.2, all appointments of Joint Venture Staff shall be made in accordance with the Business Plan; and
  - 13.14.2 where appointments are not provided for in the Business Plan, appointments shall be made by a panel in accordance with Clause 13.14.3 and 13.14.4; and
  - 13.14.3 the panel shall consist of a representative of the JV Host and a representative of each of the Partners as identified by the JV Leadership Team; and
  - 13.14.4 no appointments shall be made without the prior written consent of the JV Leadership Team;

and acknowledges and agrees that, as the Joint Venture Staff posts are posts funded by the Partners, subject to this Agreement, such posts are exempt from any JV Host recruitment freezes that may apply from time to time.

13.15 In addition to Clause 13.7 in consideration for the JV Host agreeing to act as the employer of the Joint Venture Staff, the Partners agree to:

13.15.1 reimburse the JV Host the costs reasonably incurred by the JV Host in connection with the employment of the Joint Venture Staff by the JV Host, including recruitment, management and administrative costs associated with the Joint Venture Staff;

13.15.2 reimburse the JV Host for all costs incurred by the JV Host in relation to providing replacements for Joint Venture Staff who are absent for periods of leave as required by statute or permitted by contract;

pro rata to their respective Partnership Interest in accordance with the Business Plan, the Customer Contract in relation to the planned employment costs and the provisions of Clause 18.5 shall apply in relation to the reimbursement of unplanned liabilities.

13.16 The Partners acknowledge and confirm that the rates as published by Department of Health (as updated from time to time to reflect any changes in Agenda for Change rates)) may be used to calculate management and administrative costs if determined appropriate by the JV Leadership Team.

13.17 Save in the case of the JV Host's fraud or Wilful Default, each Partner indemnifies the JV Host against any and all claims, liabilities, actions, proceedings, costs (including legal fees), Losses, damages and demands arising out of or resulting from breach of this Agreement or any act or omission or default of any Joint Venture Staff including without limitation:

13.17.1 any loss of or any damage to any property;

13.17.2 any breach by any Joint Venture Staff of any intellectual property rights owned by the JV Host or a third party;

13.17.3 injury to or death of any person caused by any negligent act or omission or wilful misconduct of any Joint Venture Staff, whether resulting in material or financial loss or damages or death or injury to persons or any other loss or damage whatsoever,

in each case proportionate to their respective Partnership Interest and the provisions of Clause 15.3 shall apply in relation to such indemnity.

- 13.18 If following the Services Commencement Date the requirement for Joint Venture Staff to perform their duties or carry out their work in connection with the POE Services diminishes or ceases or varies or if this Agreement is terminated and the employment of the Joint Venture Staff does not transfer to any other employer as contemplated by Clause 13.9 and if this leads to any Joint Venture Staff being dismissed for redundancy then, subject to the pre-conditions and limitations on liability as are set out at Clause 13.19, each Partner shall indemnify and keep indemnified the JV Host against the Direct Redundancy Costs (as defined in Clause 13.20) incurred by the JV Host in connection with the diminution cessation or variation of such requirement pro rata to their respective Partnership Interest and the provisions of Clause 15.3 shall apply in relation to such indemnity.
- 13.19 The indemnity given by the Partners in Clause 13.18 shall be subject to the following limitations or pre-conditions:
- 13.19.1 the Partners agree to use reasonable endeavours to find suitable alternative employment for Joint Venture Staff put at risk of redundancy before the JV Host issues any notice of redundancy and prior to claiming under the indemnity in Clause 13.18, provided that such reasonable endeavours shall not require any Partner to dismiss any other employee in substitution; and,
  - 13.19.2 the JV Host will inform the Partners at least twenty (20) Business Days in advance of issuing any notice of redundancy in order to allow the Partners to use their reasonable endeavours to find suitable alternative employment within the local health economy for Joint Venture Staff put at risk of redundancy; and
  - 13.19.3 the additional costs of complying with this Clause shall be recoverable as part of the indemnity provided in Clause 13.18.
- 13.20 For the purposes of Clause 13.18, “**Direct Redundancy Costs**” means the aggregate of the direct statutory and contractual (including without limitation any NHS policy or terms which are binding on the parties) binding redundancy payments paid to Joint Venture Staff.

#### **14. Termination**

- 14.1 This Agreement shall terminate and the provisions of Schedule 5 shall apply:
- 14.1.1 on the expiry of the Initial Term subject to any agreed extension;
  - 14.1.2 on such other date as may be unanimously agreed in writing by the Partners subject to Clause 14.2;
  - 14.1.3 where, following the exclusion of a Partner for Wilful Default, or the exit of a Partner pursuant to Clauses 14.15 to 14.17:

- a) only one Partner remains; or
  - b) the Partner exiting the Joint Venture is the JV Host and the remaining Partners do not agree that a replacement JV Host should be appointed; or
  - c) the remaining Partners unanimously agree in writing that the Joint Venture should be terminated.
- 14.2 The Partners shall not make a decision to terminate this Agreement pursuant to Clause 14.1.2 during the first five years from the Service Commencement Date. Accordingly, any written agreement to terminate shall only be effective from 31 December 2023.
- 14.3 In the event of termination pursuant to Clause 14.1.2, subject to Clause 14.2, the Partners shall only be permitted to enter into a written agreement to terminate this Agreement if the date of termination is at least twelve (12) months from the date of the written agreement to terminate.
- 14.4 If this Agreement terminates in accordance with Clause 14.1, then the Partners shall bear the costs arising directly from termination in proportion to their Partnership Interests and shall make such balancing payments between them as are required to give effect to this Clause 14.4.
- 14.5 In accordance with Schedule 5, in the event that this Agreement terminates, the Partners shall procure that the Customer Contracts shall also terminate on the date that this Agreement is terminated and the Partners shall endeavour to revert to the position they each were in prior to the Commencement Date.
- 14.6 The consequences of termination of this Agreement in accordance with Clause 14.1 together with the consequences of the exit of a Partner in accordance with Clauses 14.15 to 14.17 are set out in Schedule 5.

*Wilful Default*

- 14.7 In this Agreement the phrase "**Wilful Default**" means that a Partner has committed one of the following acts or omissions. The Partner committing the act is called the "**Defaulting Partner**". The acts or omissions are:
- (a) an intentional or reckless act or omission by the Defaulting Partner or any of its officers or representatives which that Defaulting Partner or any of its officers or representatives knew or ought reasonably to have known:
    - (i) was likely to have harmful consequences for the Joint Venture, one or more of the Partners, or the Customers; or
    - (ii) was a breach of a Joint Venture principle as set out in Clause 5;

- (b) an intentional or reckless act or omission by the Defaulting Partner or any of its officers or representatives without regard to the possible harmful consequences arising out of the act or omission;
- (c) an intentional failure by the Defaulting Provider or any of its officers or representatives to act in good faith as required under this Agreement;
- (d) a repudiation of this Agreement by the Defaulting Partner;
- (e) a failure by the Defaulting Partner to honour an indemnity provided under this Agreement;
- (f) a failure by the Defaulting Partner to pay moneys due under this Agreement within 14 Business Days of being directed to do so in writing by the JV Leadership Team;
- (g) a fraudulent act or omission by the Defaulting Partner or any of its officers or representatives;
- (h) an intentional failure of, or refusal by, the Defaulting Partner, to effect and maintain an appropriate insurance policy or indemnity arrangement which it is obliged to effect and maintain under this Agreement or at Law; or
- (i) an intentional or reckless breach of a confidentiality obligation, or other obligation, in clauses relating to confidentiality in this Agreement although this does not mean any innocent or negligent act, omission or mistake the Defaulting Partner or any of its officers, employees or agents acting in good faith may have made.

*Opportunity to Rectify Default*

- 14.8 If at any time the JV Host considers that one of the Partners not being the JV Host is in Wilful Default, or the Partners other than the JV Host unanimously agree that the JV Host is in Wilful Default, then the JV Host, or the other Partner(s) may call a meeting to decide what action may be taken for the good of the Joint Venture (a “**Rectification Meeting**”). Any meeting called under this Clause will be conducted in accordance with Schedule 3 and the Terms of Reference for the JV Leadership Team.
- 14.9 At a Rectification Meeting, the Partners will discuss the reasons why the Defaulting Partner is failing to comply with its obligations under this Agreement. The JV Host, or the other Partners, as the case may be, will have an opportunity to explain why it or they has or have called the Rectification Meeting and the Defaulting Partner will have an

opportunity to explain why it is so failing. The Partners other than the JV Host and the Defaulting Partner, if any, will also have an opportunity to give their views.

- 14.10 If by the end of the Rectification Meeting the JV Host, or where the JV Host is the Defaulting Partner, the other Partners, consider(s) that action needs to be taken in order to ensure that the Wilful Default is rectified, then the JV Host or the other Partners as the case may be may issue a notice setting out the actions or directions that the Defaulting Partner will take (a “**Rectification Notice**”). The JV Host will always make sure that any actions or directions given under a Rectification Notice are compliant with legislation, save where the Defaulting Partner is the JV Host. The Defaulting Partner will be required to carry out the actions or directions given under the Rectification Notice.

Further Rectification or Exclusion

- 14.11 If the Defaulting Partner fails to properly carry out the actions or directions set out in a Rectification Notice then the JV Host or the other Partners may call a further meeting in the same way as set out in Clause 14.9. Any meeting called under this Clause 14.11 will be conducted in accordance with Schedule 3 and the Terms of Reference for the JV Leadership Team. If by the end of that further Rectification Meeting the Defaulting Partner remains in default then the JV Leadership Team may issue a further Rectification Notice or an Exclusion Notice to the Defaulting Partner.
- 14.12 A Defaulting Partner having received an Exclusion Notice shall have no further interest in the Joint Venture nor shall it be represented on the JV Leadership Team. The service of an Exclusion Notice may result in the termination of the Joint Venture pursuant to Clause 14.1.3
- 14.13 The Partners acknowledge and confirm that no Partner shall be entitled to terminate this Agreement in consequence of any breach save where such breach constitutes Wilful Default.
- 14.14 The Partners acknowledge and confirm that they have considered and understood the position set out at Clause 14.13 above and that Clause 24 (Dispute Resolution) shall apply in the event that any Partner has a concern as to the performance of this agreement by another Partner save where such performance constitutes Wilful Default.

Partner exit

- 14.15 Subject to Clauses 14.16 to 14.17 a Partner may only be permitted to exit its participation in the Joint Venture by serving at least twelve (12) months’ written notice on the JV Leadership Team (“**Exit Notice**”) PROVIDED such Exit Notice:

14.15.1 may not be served prior to expiry of the Initial Term;

14.15.2 shall only expire on a date being the last day of a Financial Year after the expiry of the Initial Term.

14.16 The Exit Notice must state the date upon which the Partner wishes to exit the Joint Venture, which date shall be no earlier than twelve (12) months from the date on which the notice is served ("**Exit Date**").

14.17 A Partner's participation in the Joint Venture may be terminated if that Partner is the subject of a Partner Insolvency Event. Termination of such Partner's participation shall be with immediate effect upon the service of a written notice on that Partner by the JV Leadership Team setting out the details of the Partner Insolvency Event.

## **15. Insurance**

15.1 During the term of the Agreement and for a period of 21 years thereafter, the JV Host shall (at the cost of the Joint Venture) maintain in force insurance (or membership of a NHSR risk sharing scheme) in respect of:

15.1.1 employers' liability to cover such heads of liability as may arise under or in connection with the Agreement and the provision of the POE Services;

15.1.2 public liability;

15.1.3 any loss or damage to property (whether real or personal); and

15.1.4 professional negligence.

15.2 The JV Host shall, on a Partner's request, produce documentary evidence of membership of a relevant NHSR scheme or that relevant insurance is in place.

15.3 For the avoidance of doubt, the Joint Venture, acting through the JV Host, shall attempt to mitigate its liabilities as far as it is able. Where the JV Leadership Team considers it appropriate, the Partners acknowledge and confirm that where liability arises for which the Joint Venture has insurance they shall procure that the Joint Venture shall seek to recover any losses from the relevant insurances rather than utilising the indemnities contained in this Agreement as a first recourse.

## **16. Efficiency savings**

16.1 The Partners agree that in consideration for the provision of the POE Services by the JV Host each Partner shall pay to the JV Host the Monthly Payment set out in the respective Customer Contract. The Monthly Payment shall be as set out in the Business Plan for the relevant Financial Year and shall be agreed by the Partners in accordance with Clause 8 of this Agreement.

16.2 The Partners acknowledge that one of the Objectives of the Joint Venture is to deliver a more efficient and cost effective POE Service to the Customers. The efficiency of the

POE Services will be reviewed by the JV Host on a quarterly basis at the same time as the operating budget and will be reported to the JV Leadership Team at each quarterly board meeting. If following review by the JV Leadership Team there is a change to the operating budget agreed in accordance with the Terms of Reference for the JV Leadership Team, the respective Monthly Payments shall be adjusted accordingly to reflect such change.

16.3 Within 30 days of the end of each Financial Year the JV Host shall carry out a reconciliation of all Monthly Payments received against the costs incurred by the Joint Venture and report the outcome of that reconciliation to the JV Leadership Team. In the event that the aggregate Monthly Payments received by the JV Host for that relevant Financial Year exceed the costs incurred by the JV Host in delivering the POE Services then the JV Leadership Team shall agree whether such amount shall be:

16.3.1 distributed to the Partners in proportion to their Partnership Interest; or

16.3.2 retained by the JV Host on account of the Monthly Payments due for the then current Financial Year.

16.4 In the event that any funds are retained by the JV Host in accordance with clause 16.3.2, the Partners' respective Monthly Payments shall be adjusted accordingly by agreement of the JV Leadership Team.

## **17. Financial reporting**

17.1 The Joint Venture will be treated as a quasi-autonomous entity within the JV Host and will have its own Accounts including monthly management accounts and the Accounts and the management accounts shall be reported to the JV Leadership Team from time to time as agreed by the JV Leadership Team.

17.2 The JV Host shall prepare and maintain the Accounts in accordance with the Agreed Accounting Principles and shall maintain full and proper accounting records to support an open book approach to recording income, costs (capital and revenue), assets and liabilities.

17.3 Each Partner and its authorised representatives shall be allowed access at all reasonable times to examine the books and records of the Joint Venture.

17.4 Each Partner shall be entitled to require the JV Host, and the JV Host shall as soon as possible comply with such a request, to provide any documents, information and correspondence as necessary (at the cost of the Partner making the request) to enable the relevant Partner to comply with filing, elections, returns or any other requirements of HM Revenue & Customs or of any other revenue or tax authority.

- 17.5 The JV Host shall develop a proposed audit plan for approval by the JV Leadership Team, to include such elements as the Partners may reasonably require, but which shall include:
- 17.5.1 an internal audit programme to report on the efficacy of the control environment; and
  - 17.5.2 the JV Host's external auditors' report into the Accounts and such report shall be provided to the JV Leadership Team to the extent that such report refers to the Joint Venture.

**18. Liabilities**

- 18.1 Save in the case of the JV Host's fraud or Wilful Default, and without prejudice to any other indemnity or obligation to reimburse the JV Host pursuant to Clause 13 or any other Clause of this Agreement, the Partners shall be responsible for all liabilities of the Joint Venture incurred by the JV Host in performance of its obligations and responsibilities as JV Host as set out in this Agreement and shall indemnify the JV Host pro rata to the Partnership Interests to cover the cost of any claims that may be made against the JV Host or any Losses that it might incur, whether incurred by the JV Host on its own behalf or as agent for each other Partner or otherwise, and irrespective of the subject matter (whether for breach of contract, under any indemnity in any agreement, contract or arrangement, tort, including without limitation negligence and misrepresentation, breach of statute or otherwise and, for the avoidance of doubt, shall include any breach or omission under public procurement legislation) in accordance with the provisions of Clause 18.3.
- 18.2 Where a New Partner becomes a Partner on a date other than the commencement of a Financial Year, the JV Host shall adjust the respective liabilities of all Partners (including the New Partner) on a just and equitable basis in respect of that Financial Year and in accordance with the principles set out in clause 18.1.
- 18.3 If the JV Host considers that a liability has arisen (or is, with the passage of time, likely to arise) which is not a liability provided for within the Monthly Payments and for which it is entitled to seek indemnity protection or reimbursement from the other Partners under this Agreement, then it shall, without undue delay, send a notice to the JV Leadership Team setting out:
- 18.3.1 the quantum and nature of such liability;
  - 18.3.2 details of the circumstances causing such liability;
  - 18.3.3 any steps it has taken to minimise such liability (to the extent that such steps are appropriate acknowledging that the Joint Venture acts through the JV Host but has contracted to do so through the decisions of the JV Leadership Team);

- 18.3.4 other details regarding such liability, including, details of any litigation, claim made in relation to insurance and/or NHSR risk sharing scheme.
- 18.4 The JV Leadership Team shall convene a meeting in accordance with Schedule 3 within twenty (20) Business Days of receipt by the JV Leadership Team of the notice referred to in Clause 18.3 in order to discuss any liability referred to in Clause 18.1 that the JV Host considers has arisen (or are, with the passage of time, likely to arise).
- 18.5 On 30 June, 30 September and 31 December in each Financial Year, and for one (1) month following such dates, each Partner shall, upon being requested to do so by the JV Host in writing, meet its share of any and all liabilities referred to in Clause 18.3, or reimburse the JV Host if it has already met such liabilities, on demand.
- 18.6 Each Partner agrees that save in the case of the JV Host's fraud or Wilful Default, it shall have no claim (whether for breach of contract, negligence or otherwise) against the JV Host arising out of or in connection with the JV Host performing that role as set out in this Agreement. Nothing in this Agreement will limit or exclude the liability of any party in respect of death or personal injury arising out of its negligence or its fraud.
- 18.7 Except as expressly provided in this Agreement, all representations, conditions and warranties, whether express or implied (by statute or otherwise) are excluded to the fullest extent permitted by Law.
- 18.8 Notwithstanding a Partner terminating its participation in the Joint Venture for any reason whatsoever (or a Partner's participation being terminated (as the case may be)), each Partner shall remain liable for all costs and liabilities due and payable by it in respect of the period up to and including the end of the Financial Year in which it ceased to be a Partner (irrespective of the date in that Financial Year on which the Partner's membership of the Joint Venture ceased).
- 18.9 The Partners acknowledge and confirm that where two or more Partners merge or otherwise amalgamate or alternatively where a Partner merges or otherwise amalgamates with an NHS organisation that is not a Partner (for the purposes of Clauses 18.9 to 18.11 a "**Merger**"), the process is likely to be governed by statute and the remaining entity following such Merger should adopt all the assets and liabilities of any Partner that ceases to exist as a result of the Merger.
- 18.10 To the extent that the position set out in Clause 18.9 does not reflect the position following a Merger, a Partner subject to Merger shall procure that it or its successor shall remain fully liable for all costs and liabilities that would have been incurred by that Partner save for such Merger in respect of all periods up to the end of the Financial Year in which the Merger is completed.

18.11 In the event of such Merger, if the continuing Partners, acting reasonably, determine that the costs arising out of that Partner ceasing to be a Partner of the Joint Venture (including any costs or liabilities incurred to third parties pursuant to any contracts, arrangements or otherwise) are in excess of the amounts due by that Partner pursuant to the other provisions of this Agreement, then the continuing Partners shall be entitled to instruct the JV Host to render further invoices to each organisation ceasing to be a Partner in its own name or, alternatively, from the Merged entity now being the continuing or new Partner, for such additional reasonable amounts as the continuing Partners consider necessary. Each of the Partners acknowledges and confirms that it shall procure compliance with this Clause 18.11 in the event that it Merges. The JV Host and the JV Leadership Team undertake to use all reasonable endeavours to minimise such additional costs.

## 19. Confidential information

19.1 A Partner (a “**Receiving Partner**”) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes and/or initiatives or other information which is marked as confidential which are disclosed to the Receiving Partner by the other party (a “**Disclosing Partner**”), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Partner’s business, its products or its services which the Receiving Partner may obtain. The Receiving Partner shall only disclose such confidential information to its professional advisors, and those of its employees, agents or subcontractors who need to know the same for the purpose of discharging the Receiving Partner’s obligations under this Agreement, and shall ensure that such professional advisors, employees, agents or subcontractors shall keep such information confidential.

19.2 The provisions of Clause 19.1 do not apply to information which:

19.2.1 comes into the recipient’s possession directly from a third party other than as a result of a breach of confidence provided that third party was not under the same or similar duty of confidence;

19.2.2 is in or comes into the public domain other than a result of a breach of Clause 19.1; or

19.2.3 the parties in question agree in writing that the information is not confidential.

## 20. Freedom of information

20.1 If either Partner receives a request for information relating to this Agreement or the Joint Venture under the Freedom of Information Act 2000, it shall consult with the other Partner before responding to such request and, in particular, shall have due regard to

any claim by the other Partner that the exemptions relating to commercial confidence and/or confidentiality apply to the information sought.

20.2 Each Partner hereby agrees to provide all necessary assistance as reasonably requested by the other Partner to enable that Partner to respond to a request for information, within the time for compliance as set out in the request for information.

## **21. Intellectual property**

21.1 Except as set out in this Agreement, the Partners shall not acquire the intellectual property rights of any other Partner.

21.2 Where a Partner has Background IP that will assist another Partner to deliver/ perform those parts of the POE Services for which it is responsible, such Partner shall licence the other Partner(s) to use such Background IP free of charge for the duration of this Agreement, solely for the purposes of delivering/performing those parts of the POE Services for which it is responsible.

21.3 Any Foreground IP created jointly by the Partners as part of carrying out these obligations under this Agreement shall be owned by the Partners jointly and shall only be used by the Partners for the purposes of carrying on the Joint Venture.

21.4 Any Foreground IP created solely by one of the Partners in the course of carrying out its obligations under this Agreement shall be owned solely by the Partner that created it and such Partner shall license it to the other Partner free of charge for the duration of this Agreement and solely for the purposes of carrying on the Joint Venture.

21.5 If any Partner during the term of the Joint Venture wishes to use any Foreground IP other than for the purposes of carrying on the Joint Venture, it must obtain the prior written consent of the Partner owning the relevant Foreground IP and agree reasonable licence terms.

21.6 Should a Partner use Background IP belonging to another organisation or a parent company, it must ensure that it has the necessary authorisation to use and share that Background IP with the other Partner.

21.7 Each Partner shall indemnify (and keep indemnified) the other Partner against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by any Partner arising out of or in connection with any breach of Clause 21.6.

## **22. Prevention of bribery**

22.1 Each Partner:

- 22.1.1 shall not, and shall procure that any Partner and all Partner personnel shall not, in connection with this Agreement commit a Prohibited Act;
- 22.1.2 warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by other Partners, or that an agreement has been reached to that effect, in connection with the execution of this Agreement.
- 22.2 Each Partner shall if requested, provide any other Partner with any reasonable assistance, at such Partner's reasonable cost, to enable such Partner to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act.
- 22.3 If any breach of Clause 22.1 is suspected or known, the relevant Partner must notify the other Partners immediately.
- 23. Data protection**
- 23.1 The Partners will comply with the data sharing provisions contained in the Customer Contract.
- 23.2 Without prejudice to the data sharing provisions contained in the Customer Contract, the JV Host agrees and undertakes that it:
  - 23.2.1 will comply, and will cause its staff and its other employees, agents and sub-contractors to comply, with the Data Protection Act 1998 (the "**1998 Act**") and all applicable data protection Laws in connection with the performance of its obligations under this Agreement;
  - 23.2.2 where the JV Host is acting as the Data Processor (as defined in the 1998 Act) and any Partner is the Data Controller (as defined in the 1998 Act) the JV Host will comply with the obligations placed on the Data Controller by the seventh data protection principle (the "**Seventh Principle**") set out in the 1998 Act, namely:
    - (a) to maintain technical and organisational security measures sufficient to comply at least with the obligations imposed on the Data Controller by the Seventh Principle; and
    - (b) to allow the Data Controller to audit the Data Processor's compliance with the requirements of this Clause on reasonable notice and/or to provide the Data Controller with evidence of its compliance with the obligations set out in this Clause 23.
- 23.3 The Partners agree to use all reasonable efforts to assist each other to comply with the 1998 Act. For the avoidance of doubt, this includes providing other Partners with

reasonable assistance in complying with subject access requests served under Section 7 of the 1998 Act and consulting with other Partners, as appropriate, prior to the disclosure of any Personal Data (as defined in the 1998 Act) created in connection with the conduct or performance of the POE Services in relation to such requests.

#### **24. Dispute resolution**

- 24.1 If either Partner has any issues, concerns or complaints about the Joint Venture, or any matter in this Agreement, such Partner shall notify the other Partner and the Partners acknowledge and confirm that they shall then seek to resolve the issue by a process of discussion.
- 24.2 If an issue identified in accordance with Clause 24.1 cannot be resolved by discussions between the Partners' authorised representatives, the matter shall be referred to the JV Leadership Team.
- 24.3 If an issue identified in accordance with Clause 24.2 above is not resolved within ten (10) working days of referral, then the Partners will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("**CEDR**") model mediation procedure or any other model mediation procedure as agreed by the Partners.
- 24.4 To initiate mediation any of the Partners in dispute may give notice in writing (a "**Mediation Notice**") to the other Partner(s) requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organisation as agreed by the Partners asking them to nominate a mediator. The mediation shall commence within twenty (20) Business Days of the Mediation Notice being served. No Partner will terminate such mediation until each of the Partners in dispute has made its opening presentation and the mediator has met each of them separately for at least one hour.
- 24.5 The Partners will each co-operate with any person appointed as mediator providing him with such information and other assistance as he shall require and will pay his costs as he shall determine and in the absence of such determination such costs will be shared equally between the Partners in dispute.
- 24.6 If the Partners in dispute are unable to settle the dispute through mediation, then the matter may be referred to and finally resolved by the courts of England and Wales.
- 24.7 Unless this Agreement has already been terminated, the Partners shall, notwithstanding that any dispute is subject to the dispute resolution procedure set out in this Clause 24, continue to carry out their obligations in accordance with this Agreement.

## **General**

### **25. Assignment and subcontracting**

- 25.1 No Partner may assign, transfer, or sub-contract this Agreement or any benefits and obligations hereunder without the prior written consent of the other Partner(s) save to the extent provided for under this Agreement.
- 25.2 In the event that any Partner is subject to a merger, amalgamation or restructuring resulting in the transfer of the assets and liabilities of that Partner to another health service organisation then the provisions of clauses 18.9 to 18.11 shall apply.

### **26. Notice**

- 26.1 Any notice or other communication given to a Partner under or in connection with the 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(s) 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 or email.
- 26.2 A notice or other communication shall be deemed to have been received: if delivered personally, and left at the Partner's nominated address; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, or on the date and at the time that the courier's delivery receipt is signed, or, if sent by email, one (1) Business Day after transmission of the email.

### **27. Severance**

- 27.1 If any court or competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- 27.2 If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

### **28. Waiver**

- 28.1 A waiver of any right or remedy under the Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Agreement or by Law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial

exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**29. Anti-discrimination**

29.1 The Joint Venture shall not unlawfully discriminate within the meaning and scope of any Law, enactment, order, or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment.

29.2 The JV Leadership Team and the JV Host shall take all reasonable steps to secure the observance of Clause 29.1 by all servants, employees or agents of the Joint Venture and all suppliers and sub-contractors employed in performance of this Agreement.

**30. No partnership**

30.1 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.

**31. Set off**

31.1 Unless otherwise specifically provided in this Agreement, no Partner may set off any liability of such Partner to the JV Host against any liability of the JV Host to such Partner, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement.

**32. Counterparts**

32.1 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 transmitted by fax or scanned into printable PDF, JPEG, or other agreed digital format and transmitted as an e-mail attachment. No counterpart shall be effective until each party has executed at least one counterpart.

**33. Third party rights**

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

**34. Variation**

34.1 This Agreement may only be varied by written agreement of the JV Leadership Team and ratified by the individual Partner boards.

**35. Entire agreement**

35.1 This Agreement, together with the Partnership Agreement, the Customer Contract and any agreement ancillary to those documents constitutes the entire agreement between the Partners and supersedes all prior discussions, correspondence, negotiations, arrangements, representations, understandings or agreements between them, whether written or oral, relating to its subject matter.

**36. Own costs and expenses**

36.1 Except as otherwise provided or agreed in accordance with the terms of this Agreement, the Partners shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement.

**37. Governing law and jurisdiction**

37.1 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.

DRAFT

## Schedule 1

### Definitions

The following words and phrases have the following meanings:

<b>Accounts</b>	Accounts of the Joint Venture in the form agreed from time to time by the JV Leadership Team and recording the assets, liabilities, income and costs of the Joint Venture
<b>Agenda for Change</b>	means the 'Agenda for Change' national pay system for applicable NHS Staff
<b>Agreed Accounting Principles</b>	means UK GAAP (generally accepted accounting practice) standards or such other accounting principles as may be agreed by the Partners from time to time
<b>Agreement</b>	this agreement incorporating the Schedules and Appendices
<b>Background IP</b>	the intellectual property rights of the Partners that exist at the date this Agreement is entered into
<b>Bribery Act</b>	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation
<b>Business Case</b>	means the final joint report of the Partners to their respective finance and performance committees and which will constitute the Business Plan for the period from the Commencement Date up until and including 31 March 2018
<b>Business Day</b>	a day other than a Saturday, Sunday or bank holiday in England
<b>Business Plan</b>	an annual business plan for the Joint Venture containing those elements set out at Clause 8.5
<b>CEDR</b>	means the centre for effective dispute resolution
<b>Commencement Date</b>	the date of this Agreement
<b>Customer</b>	any firm, company or person who is (or may become) a customer of the Joint Venture
<b>Customer Contract</b>	the contract in the form of the pro forma customer contract annexed to this Agreement at Appendix A to be entered into between the JV Host and each Partner on or about the date of this Agreement, and which is to be for exclusive provision, by the JV Host, of the POE Services to each

		relevant Partner
<b>Data Controller</b>		has the meaning set out in the 1998 Act
<b>Data Processor</b>		has the meaning set out in the 1998 Act
<b>Deed of Adherence</b>		shall mean the deed of adherence to be executed by an NHS organisation wishing to be added as a Partner to this Agreement, in the form provided in Schedule 7 or otherwise in a format acceptable to the JV Leadership Team
<b>Defaulting Partner</b>		has the meaning set out in Clause 14.7
<b>Derbyshire STP</b>		the sustainability and transformation partnership in Derbyshire
<b>Director of POE</b>		the party appointed by the Partners and employed by the JV Host and being responsible for management of the POE Services
<b>Direct Redundancy Costs</b>		has the meaning set out in Clause 13.20
<b>Disclosing Partner</b>		has the meaning set out in Clause 19.1
<b>Efficiency Savings</b>		any cost savings made by the JV Host under the terms of this Agreement and/or the Customer Contracts
<b>Employee Liability Information</b>		the information that is required to be provided pursuant to Regulation 11 of the Transfer Regulations
<b>Equal Pay Legislation</b>		the Equal Pay Act 1970, the Sex Discrimination Act 1975, the Equality Act 2010, the Equal Pay Directive (Council Directive 75/117/EEC), the Equal Treatment Directive (Council Directive 76/207/EEC), and Article 157 of the Treaty on the Functioning of the European Union
<b>Exclusion Notice</b>		means a notice issued under Clause 14.11 which must specify the grounds on which the notice has been issued
<b>Exit Costs</b>		costs of the Joint Venture arising directly from the exit from the Joint Venture of the relevant Partner
<b>Exit Date</b>		The date on which a Partner's participation in the Joint Venture terminates
<b>Exit Notice</b>		A notice in writing stating that a Partner wishes to exit the Joint Venture in accordance with clause 14.15

<b>Extended Term</b>	has the meaning given in Clause 3.2
<b>Financial Year</b>	in relation to the Joint Venture, means a financial accounting period of twelve (12) months ending on 31 March each year
<b>Foreground IP</b>	the intellectual property that is created after the date of this Agreement in the course of carrying out obligations under this Agreement
<b>Hosting Obligations</b>	the obligations on the JV Host as set out in Part 1 of Schedule 4
<b>Hosting Standards</b>	the standards to which the Hosting Obligations must be provided as set out in Part 2 of Schedule 4
<b>Initial Term</b>	the period of five years commencing on the Services Commencement Date
<b>IT Equipment</b>	the information technology equipment required to perform the POE Services, including but not limited to: computers, laptops, hardware and software, fixed-line telephones and mobile telephones
<b>Joint Venture</b>	the joint venture between the Partners in accordance with the terms of this Agreement for the provision of the POE Services
<b>Joint Venture Staff</b>	has the meaning set out in Clause 13.1
<b>JV Host</b>	the Partner acting as host of the Joint Venture in accordance with Clause 6
<b>JV Leadership Team</b>	the joint venture leadership team constituted and governed in accordance with the terms of the Partnership Agreement and those additional terms set out at Schedule 3
<b>Law</b>	means: (a) any applicable statute or proclamation or any delegated or subordinate legislation or regulation; (b) any enforceable community right within the meaning of section 2(1) European Communities Act 1972; and (c) any applicable judgment of a relevant court of law which is a binding precedent in England; in each case in force in England;
<b>Losses</b>	all damage, loss, liabilities, claims, actions, expenses (including the cost of legal and professional services),

	proceedings, demands and charges whether arising under statute, contract or at common law
<b>Mediation Notice</b>	has the meaning set out in Clause 24.4
<b>Member</b>	an individual nominated to sit on the JV Leadership Team
<b>Monthly Payment</b>	the payments specified in the Customer Contract and to be paid by each Partner each month to the JV Host in consideration for the provision of the POE Services
<b>New JV Host</b>	has the meaning set out in Paragraph 3.1 of Schedule 5
<b>New Partner</b>	means a new partner admitted to the Joint Venture in accordance with Clause 7
<b>NHS Improvement</b>	the organisation known as NHS Improvement being the operational name for Monitor and the NHS Trust Development Authority and which is responsible for overseeing foundation trusts and NHS trusts as well as independent providers that provide NHS-funded care, or any other Regulatory or Supervisory Body carrying out the same or similar functions
<b>NHSR</b>	NHS Resolution (being the operating name of the NHS Litigation Authority)
<b>Objectives</b>	the objectives of the Joint Venture as set out at Clause 4.5
<b>Partners</b>	has the meaning set out on the first page of this Agreement and Partner means any one of them
<b>Partner Insolvency Event</b>	Appointment of a trust special administrator (or equivalent) to exercise the functions of a Partner pursuant to the National Health Service Act 2006
<b>Partnership Agreement</b>	the overarching agreement between the Partners dated on or around the date of this Agreement in relation to collaboration and joint working
<b>Partnership Interest</b>	the proportions in which the Partners are, from time to time, entitled to share in the Efficiency Savings or the liabilities of the Joint Venture as set out in Part 2 of Schedule 2
<b>Personal Data</b>	has the meaning set out in the 1998 Act
<b>POE</b>	means people and organizational effectiveness
<b>POE Services</b>	the POE services to be provided by the Joint Venture (acting through the JV Host) to the Partners as set out in

the Customer Contract

**Prohibited Act**

the following constitute prohibited acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by a Partner a financial or other advantage to:
  - 1. induce that person to perform improperly a relevant function or activity; or
  - 2. reward that person for improper performance of a relevant function or activity; or
  - 3. to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- (b) committing any offence:
  - 1. under the Bribery Act;
  - 2. under legislation creating offences concerning fraudulent acts;
  - 3. at common law concerning fraudulent acts relating to this Agreement or any other contract with a Partner; or
  - 4. defrauding, attempting to defraud or conspiring to defraud a Partner

**Receiving Partner**

has the meaning set out in Clause 19

**Rectification Meeting**

has the meaning set out in Clause 14.8

**Rectification Notice**

means a notice issued by the JV Host pursuant to Clause 14.10 which sets out the actions or direction that the Defaulting Partner needs to take to address any failure to meet its obligations under this Agreement

**Reserved Matters**

those matters listed in Paragraph 4 of Schedule 3 which the JV Leadership Team cannot decide and is required to refer to the boards of directors of each of the Partners for their approval

**Resolution**

the board resolutions of each of the Partners confirming entry into this Agreement and approving the associated transactions

**Services**

The date of this agreement

**Commencement Date:**

<b>Seventh Principle</b>		has the meaning set out in Clause 23.2.2
<b>Terms of Reference</b>		the terms of reference setting out the governance arrangements for the JV Leadership Team as set out in the Partnership Agreement and as further specified in relation to the delivery of the POE Services as set out in Schedule 3 of this Agreement which may be amended from time to time by the JV Leadership Team
<b>Transferor</b>		A Partner transferring assets or contracts to the JV Host pursuant to Clause 11 or Clause 12 respectively
<b>Transfer Regulations</b>		has the meaning set out in Clause 13.2
<b>Transferring Employees</b>	<b>JV</b>	has the meaning set out in Clause 13.3
<b>Wilful Default</b>		has the meaning set out in Clause 14.7
<b>1998 Act</b>		the Data Protection Act 1998



**Schedule 2**  
**Partners and Partnership Interests**

**Part 1**

Name	Address
<b>Derbyshire Community Health Services NHS Foundation Trust (DCHS)</b>	Baslow Road, Bakewell, Derbyshire DE45 1AD
<b>Derbyshire Healthcare NHS Foundation Trust (DHCFT)</b>	Kingsway Site, Kingsway, Derbyshire DE22 3LZ

**Part 2**

Name	Partnership Interest %
<b>Derbyshire Community Health Services NHS Foundation Trust (DCHS)</b>	61.4%
<b>Derbyshire Healthcare NHS Foundation Trust (DHCFT)</b>	38.6%

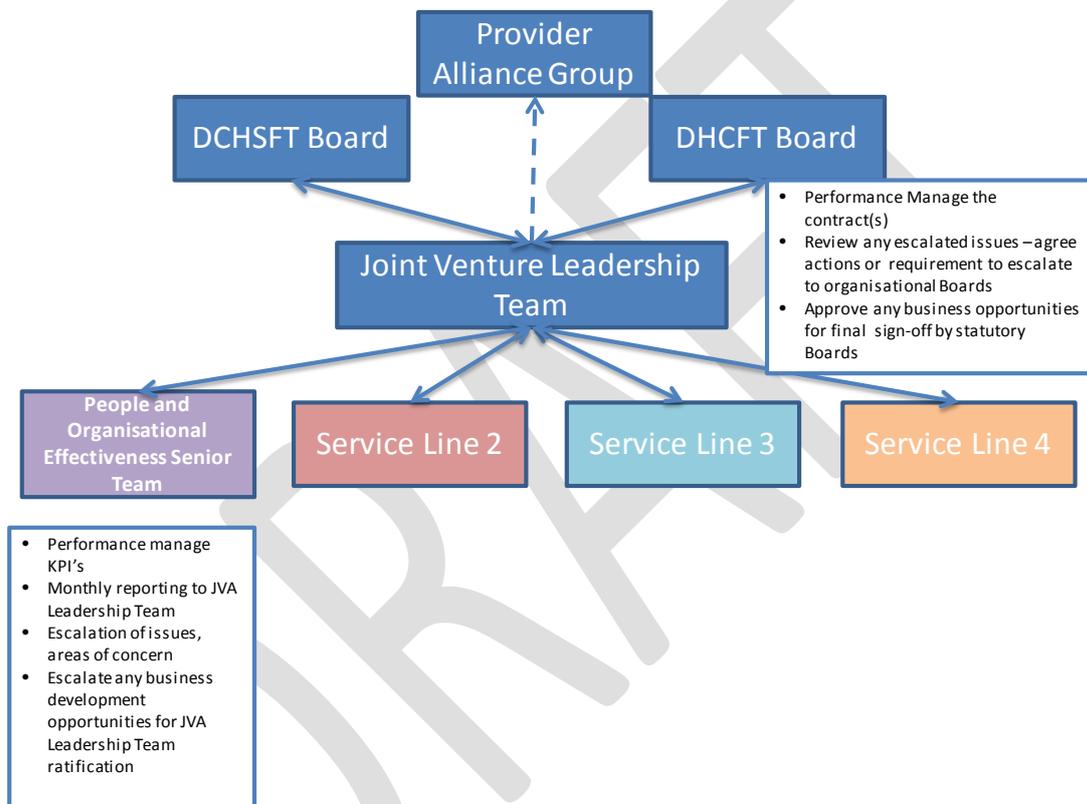
### Schedule 3

## Governance and Management of the Joint Venture

### 1. Joint Venture Agreement Governance Structure

1.1 The governance of the Joint Venture is shown below:

## JVA Governance Structure



### 2. Terms of Reference

2.1 The Joint Venture Leadership Team (“**JV Leadership Team**”) is constituted as agreed by the Partners and as set out in the Partnership Agreement. The Partners agree that the JV Leadership Team shall have the specific responsibilities in relation to the POE Services as are set out in this Schedule.

2.2 Specific responsibilities of the JV Leadership Team in relation to the POE Services will include:

2.2.1 make decisions in relation to the strategy and management of the POE Services;

- 2.2.2 promote and encourage commitment to the objectives and principles set out in this Agreement;
- 2.2.3 respond to changes in the operating environment, including changes to national policy or regulatory requirements which impact on the POE Services;
- 2.2.4 agree the Business Plan and hold the relevant service line management teams accountable for delivery;
- 2.2.5 delegate to the relevant service line management team the responsibility for the operational running of the POE Services in accordance with the terms of this Agreement;
- 2.2.6 agree operational policies for delivery of the POE Services as required;
- 2.2.7 require the relevant service line management team to identify and manage risks to delivery of the POE Services provided that all risks rated in accordance with the risk categorisation model adopted by the Partners shall be referred to the Partners' respective board of directors;
- 2.2.8 ensure the relevant service line management team is kept informed of any strategic issues or risks which may impact on, or have implications for, delivery of the POE Services;
- 2.2.9 review performance outcomes and targets in reference to the service specifications and where required, determine strategies to improve performance or rectify poor performance;
- 2.2.10 identify opportunities to generate further efficiency savings and transformation and ensure a robust joint working approach is in place to enable these can be exploited;
- 2.2.11 ensure the continued effectiveness of the Joint Venture through managing relationships between the individual stakeholders and resolving any conflict between individual stakeholder requirements/ preferences and those of the overall Joint Venture; and
- 2.2.12 work together to agree any changes to the Agreement.

### **3. Specific Agenda Items**

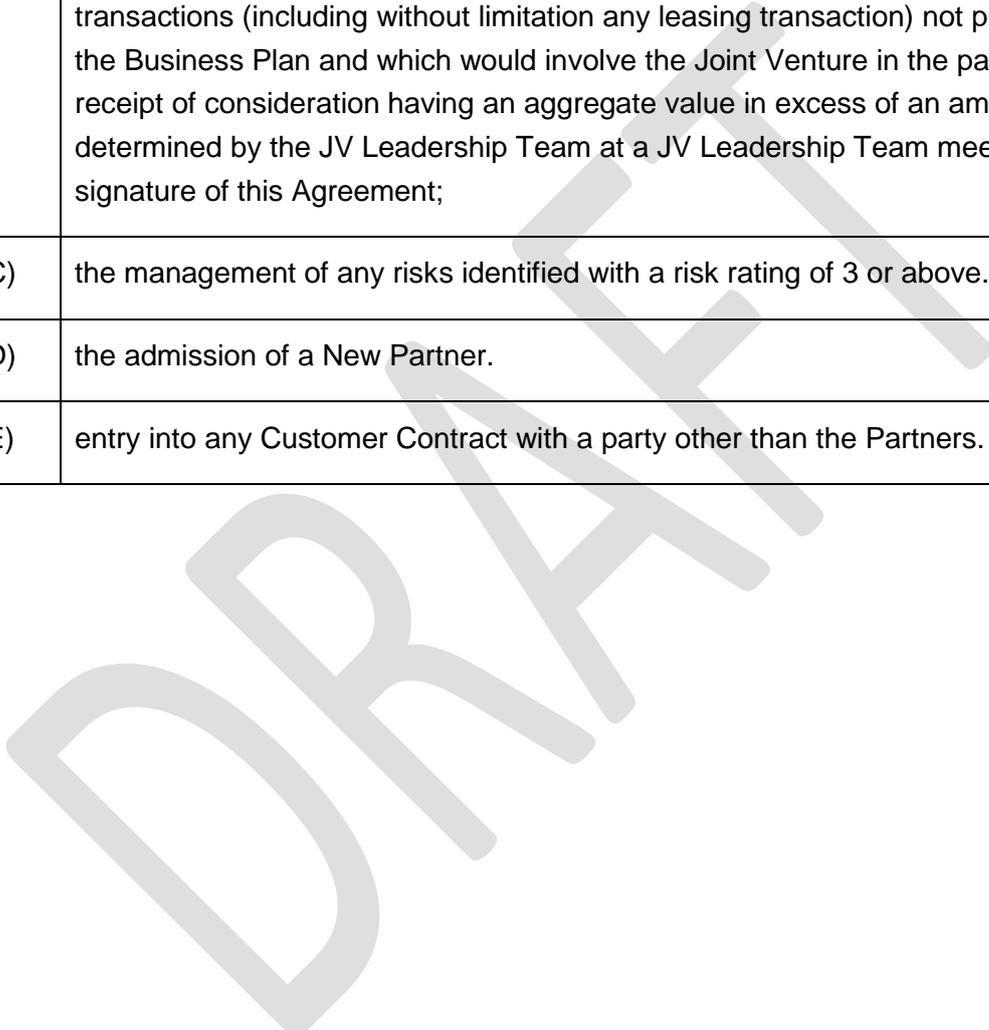
- 3.1 The JV Leadership Team will further consider the following matters as referred in this Agreement:

<b>Clause</b>	<b>JV Leadership Team Role</b>	<b>Frequency</b>
8.2	Approval of the Business Plan	Annually
10.3	To consider arrangements for the shared use of premises allocated to the POE Services	As and when required
13.12	Determine the pay and remuneration of the JV Staff in accordance with the Business Plan	Annually
13.14	Appointment of JV Staff where such posts are not set out in the Business Plan	As and when required
14 and 24	Considering any issues of Partner default	As and when required
16.2	Review of operating budget and consideration of any required changes to Monthly Payments	Quarterly
16.3	Receive details of reconciliation of payments over the Financial Year and determine any distributions to be made.	Within 30 days of the end of each Financial Year
17.1	Review and approval of the Accounts	Annually or as agreed by the JV Leadership Team
	Review of Monthly management accounts of the joint venture	Monthly or as agreed by the JV Leadership Team
18.3 to 18.4	Review and determine share of any liabilities of the Joint Venture	Quarterly
Schedule 4 (Hosting Obligations) Paragraph 1.8	Report on accounts and financial matters	Quarterly

**4. Reserved Matters**

4.1 The JV Leadership Team shall not take a decision in relation to any of the Reserved Matters (listed in the table below) which must be escalated back to each Partner's board of directors for approval.

(A)	approve, adopt and/or amend the annual Business Plan;
(B)	enter into any contract or commitment by way of a transaction or series of related transactions (including without limitation any leasing transaction) not provided for in the Business Plan and which would involve the Joint Venture in the payment or receipt of consideration having an aggregate value in excess of an amount determined by the JV Leadership Team at a JV Leadership Team meeting following signature of this Agreement;
(C)	the management of any risks identified with a risk rating of 3 or above.
(D)	the admission of a New Partner.
(E)	entry into any Customer Contract with a party other than the Partners.



**Schedule 4**  
**Hosting Obligations**

**Part 1 – General Obligations**

1. The JV Host shall:
  - 1.1 provide the Hosting Obligations to the Hosting Standards (as applicable).
  - 1.2 provide the POE Services to the Partners for the term of this Agreement
  - 1.3 employ all the staff of the Joint Venture and provide the human resource and employment support referred to in Clause 13.11 and maintain and provide such information technology services and other support services as may be required in order for the Joint Venture Staff to provide the POE Services;
  - 1.4 in all matters regarding legal personality act on behalf of the Joint Venture, including, without limitation, entering into all contracts, agreement and arrangements in relation to the Joint Venture;
  - 1.5 be responsible for all regulatory matters as may be required by the Joint Venture from time to time;
  - 1.6 set up separate accounting records in relation to the Joint Venture;
  - 1.7 prepare financial reports and account for the Joint Venture in accordance with Clause 17 and the Agreed Accounting Principles;
  - 1.8 report on the accounts and any financial matters at the quarterly JV Leadership Team meetings;
  - 1.9 provide and monitor the provision of the POE Service to the Customers and operate the Joint Venture as the legal host on behalf of the Partners in accordance with the decisions of and directions of the JV Leadership Team.

**Part 2 – Hosting Standards**

1. The Hosting Obligations shall be provided in accordance with the following quality standards:
  - 1.1 the JV Host shall:
    - (a) perform the relevant services with the best care, skill and diligence in accordance with best practice in the supplier's industry, profession or trade;
    - (b) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that its obligations are fulfilled in accordance with this Agreement;
    - (c) ensure that the relevant services will conform with all descriptions and specifications set out in any reasonable written specification;
    - (d) provide all equipment, tools and vehicles and such other items as are required to provide the relevant services;
    - (e) obtain and at all times maintain all necessary licences and consents, and comply with all applicable Laws and regulations;
    - (f) observe all health and safety rules and regulations and any other security requirements that apply at any of the premises from which the POE Services are provided; and
    - (g) not do or omit to do anything which may cause any Partner to lose any licence, authority, consent or permission on which it relies for the purpose of conducting its business.

**Schedule 5**  
**Consequences of Termination**

1. The following provisions of this Agreement shall remain in full force and effect after termination of this Agreement.
  - (a) Clause 13.7 (Staffing and Pensions);
  - (b) Clause 13.9 (Staffing and Pensions);
  - (c) Clauses 13.7 to 13.20 (Provision for employees on termination) (Staffing and Pensions);
  - (d) Clause 14 (Termination);
  - (e) Clause 15 (Insurance);
  - (f) Clause 16 (Efficiency Savings);
  - (g) Clause 18 (Liabilities);
  - (h) Clause 19 (Confidential Information);
  - (i) Clause 20 (Freedom of Information);
  - (j) Clause 21 (Intellectual Property);
  - (k) Clause 23 (Data Protection);
  - (l) Clause 24 (Dispute Resolution);
  - (m) Clause 26 (Notice);
  - (n) Clause 27 (Severance);
  - (o) Clause 28 (Waiver);
  - (p) Clause 31 (Set Off);
  - (q) Clause 33 (Third Party Rights);
  - (r) Clause 35 (Entire Agreement);
  - (s) Clause 37 (Governing Law and Jurisdiction); and
  - (t) Schedule 5 (Consequences of Termination).
- 1.2 The Partners shall procure that the Customer Contracts shall terminate on the expiry of this Agreement.
- 1.3 Termination of this Agreement shall not affect any rights or liabilities that the Partners have accrued under it.

1.4 In the event of termination of this Agreement in its entirety, the Partners shall draw up final accounts. Each Partner shall receive a share of any Efficiency Saving, and be liable for a share of the liabilities of the Joint Venture (as appropriate), in the manner set out in Clause 16 and Clause 18.

1.5 The Partners agree that on termination of this Agreement in its entirety, they will negotiate in good faith to determine an appropriate mechanism for sharing in the value of any assets held by the JV Host (on behalf of and for use by the Joint Venture) provided that each Partner shall be entitled to a share in any Efficiency Saving in accordance with Clause 16 in the Financial Year prior to termination. The Partners shall consult qualified accountants, experienced in advising NHS bodies, and any assets of the Joint Venture shall be dealt with as recommended by such accountants, taking into account the principles of the Joint Venture as expressed in Clauses 4 and 5 of this Agreement. The Partners agree that termination shall not affect any rights or liabilities that the Partners have accrued under this Agreement prior to the termination of this Agreement.

## 2. **Consequences of a Partner Exit**

2.1 Where a Partner exits its participation in the Joint Venture pursuant to Clause 14.15 to 14.17, the exiting Partner shall indemnify the JV Host (and the Joint Venture) upon written demand for:

- (a) any and all liabilities owing by that Partner to the Joint Venture for the period to the end of the twelve (12) months' notice period provided that any amounts owing to the exiting Partner under this Agreement or the Customer Contract may, by prior agreement, be set off against these costs; and
- (b) (without double counting) any and all Direct Redundancy Costs arising as a result of such Partner's exit from the Joint Venture which are incurred by the Joint Venture for the twelve (12) months following the relevant Exit Date. The JV Host and the JV Leadership Team shall be required to use all reasonable efforts to minimise such additional costs by complying with the requirements set out in Clause 15.3.

2.2 An exiting Partner shall not be entitled to any amount in respect of the value of any assets owned or purchased by the Joint Venture in the course of its activities, except where this entire Agreement terminates as envisaged by Clause 14.1.

## 3. **Consequences of JV Host Exit**

3.1 Where, the exiting Partner is the JV Host and a Partner has confirmed to the JV Leadership Team that it shall take over as JV Host as at the Exit Date, or the Partners have unanimously agreed the takeover of the role of the JV Host by another Partner and

that Partner has accepted such role, (in each case the “**New JV Host**”):

- (a) the JV Host shall:
  - i. take all necessary steps within its own power and control at the cost of the Joint Venture to novate all contracts relating to the JV Business to the New JV Host, such novations to take effect upon the relevant Exit Date;
  - ii. assign all assets of the Joint Venture to the New JV Host, such assignment to be completed and to take effect on the relevant Exit Date; and
  - iii. subject to Clauses 13.15 to 13.17 staff consequences of termination, comply with any legal requirements in relation to any employees engaged in provision of the POE Services and work with the Partners to minimise any impact on delivery of the POE Services caused by the transfer or termination of the employment of those employees; and
  - iv. comply with other requirements as necessary for the New JV Host to provide the POE Services from the relevant Exit Date (e.g. insurance and relevant registrations and consents as required by Law and regulations).
- (b) the Partners shall:
  - i. procure that the New JV Host carries out all necessary steps in order to carry out the novations and assignments referred to in Paragraph 3.1(a)(i) (above); and
  - ii. vary this Agreement, in order to reflect the change in JV Host, which variation is to take effect upon the relevant Exit Date; and
  - iii. comply with any legal requirements in relation to any employees engaged in provision of the POE Services and work with both the JV Host and the New JV Host to minimise any impact on delivery of the POE Services caused by the transfer or termination of the employment of those employees.

3.2 Subject to Paragraph 3.3 where the novations and assignments referred to in Paragraph 3.1(a)(i) do not take place on or before the relevant Exit Date this Agreement shall be terminated in its entirety and the provisions set out in Paragraph 1 of this Schedule shall apply.

3.3 This Agreement shall not terminate where the remaining Partners agree alternative arrangements for the continuing delivery of the POE Services by the New JV Host on behalf of the Joint Venture.

**Schedule 6**  
**POE Services**

The following list sets out the operational areas which make up the POE Services. The detailed information in relation to service specifications and key performance indicators will be contained in the relevant Customer Contract.

- (a) Employee Relations;
- (b) HR Business Partners;
- (c) Workforce Planning and Development;
- (d) Workforce Information;
- (e) Workforce Solutions;
- (f) Equality, Diversity and Inclusion; and
- (g) Organisational Development.

**Schedule 7**  
**Deed of Adherence**

THIS DEED OF ADHERENCE is made the [                    ] day of [        ] 20[    ]

By [ *name* ] of [ *address* ] (hereinafter called “**Covenantor**”)

SUPPLEMENTAL to a joint venture agreement dated [                    ] and made between Derbyshire Community Health Services NHS Foundation Trust; and Derbyshire Healthcare NHS Foundation Trust [as modified by [ *set out the details of any instrument modifying the original agreement* ] (the “**Joint Venture Agreement**”).

WITNESSETH as follows:

The Covenantor hereby confirms that it has been supplied with a copy of the Joint Venture Agreement and hereby covenants with each of the other parties to the Joint Venture Agreement from time to time to observe, perform and be bound by all the terms of the Joint Venture Agreement which are capable of applying to the Covenantor and which have not been performed at the date hereof to the intent and effect that the Covenantor shall be deemed with effect from the date on which the Covenantor becomes a party to the Joint Venture Agreement.

This Deed shall be governed by and construed in accordance with the laws of England.

EXECUTED as a DEED the day and year first before written.

SIGNED as a DEED by [ *Covenantor* ]

\_\_\_\_\_

In the presence of

Witness signature \_\_\_\_\_

Witness name \_\_\_\_\_

Witness address \_\_\_\_\_

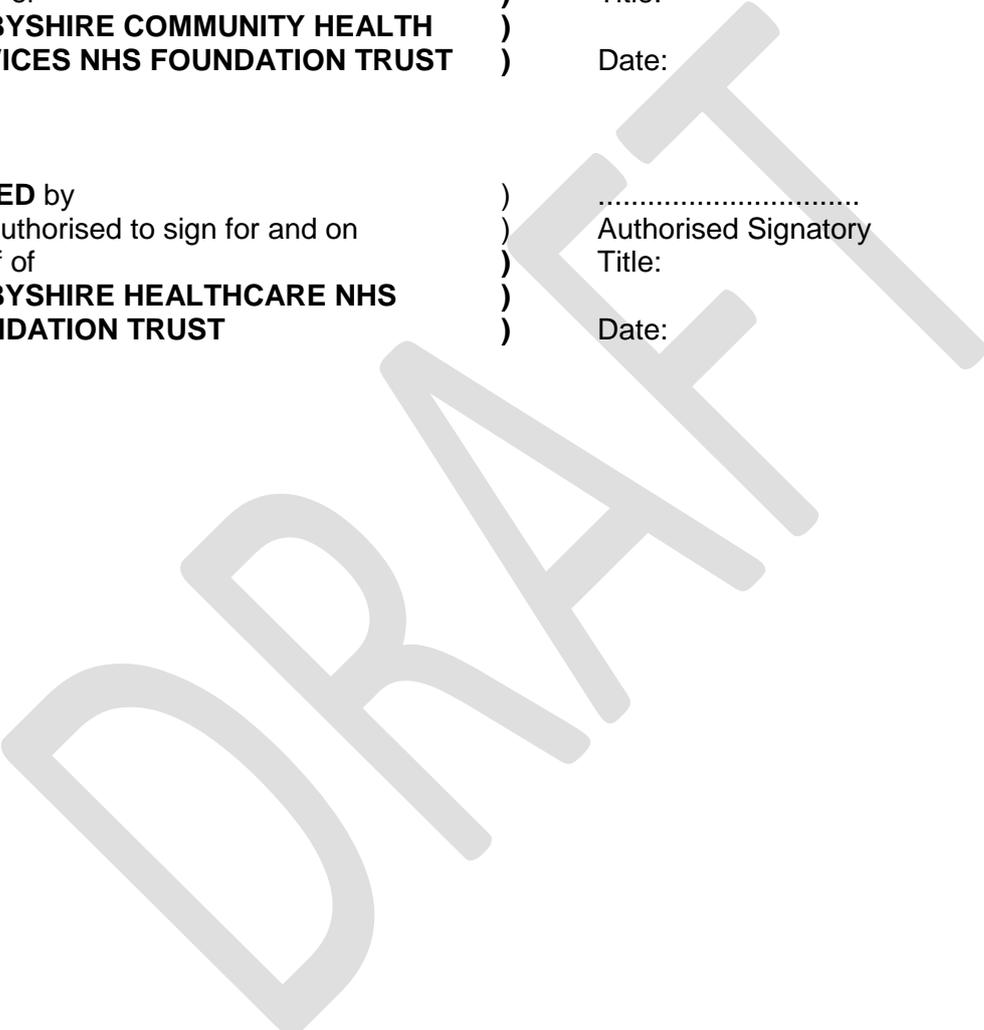
\_\_\_\_\_

**EXECUTION PAGE**

**DULY EXECUTED**

**SIGNED** by ) .....  
duly authorised to sign for and on ) Authorised Signatory  
behalf of ) Title:  
**DERBYSHIRE COMMUNITY HEALTH )**  
**SERVICES NHS FOUNDATION TRUST )** Date:

**SIGNED** by ) .....  
duly authorised to sign for and on ) Authorised Signatory  
behalf of ) Title:  
**DERBYSHIRE HEALTHCARE NHS )**  
**FOUNDATION TRUST )** Date:



**Appendix A**

**Customer Contract**

*[To be inserted]*

DRAFT

**Dated**

**2017**

- 1. Derbyshire Community Health Services NHS Foundation Trust**
- 2. Derbyshire Healthcare NHS Foundation Trust**

---

**CUSTOMER CONTRACT FOR  
THE PROVISION OF PEOPLE AND  
ORGANISATIONAL EFFECTIVENESS  
SERVICES PURSUANT TO THE JOINT  
VENTURE AGREEMENT**

---



**Capsticks Solicitors LLP**

<http://www.capsticks.com/>

## CONTENTS

<b>OPERATIVE PROVISIONS.....</b>	<b>4</b>
<b>1. DEFINED TERMS AND INTERPRETATION.....</b>	<b>4</b>
<b>2. DURATION .....</b>	<b>5</b>
<b>3. SERVICE PROVISION .....</b>	<b>5</b>
<b>4. PRICE AND PAYMENT .....</b>	<b>6</b>
<b>5. PREMISES .....</b>	<b>7</b>
<b>6. ASSETS.....</b>	<b>8</b>
<b>7. AUTHORISED REPRESENTATIVES .....</b>	<b>8</b>
<b>8. FORCE MAJEURE .....</b>	<b>8</b>
<b>9. STAFF.....</b>	<b>10</b>
<b>10. TERMINATION .....</b>	<b>10</b>
<b>11. INSURANCE AND LIABILITY .....</b>	<b>11</b>
<b>12. REVIEW .....</b>	<b>11</b>
<b>13. CONFIDENTIAL INFORMATION .....</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>
<b>14. PREVENTION OF BRIBERY .....</b>	<b>12</b>
<b>15. NON-SOLICITATION .....</b>	<b>12</b>
<b>16. DATA PROTECTION &amp; FREEDOM OF INFORMATION .....</b>	<b>12</b>
<b>17. INTELLECTUAL PROPERTY .....</b>	<b>18</b>
<b>18. DISPUTE RESOLUTION PROCEDURE .....</b>	<b>19</b>
<b>19. ASSIGNMENT AND SUB-CONTRACTING .....</b>	<b>19</b>
<b>20. NOTICES .....</b>	<b>19</b>
<b>21. SEVERANCE.....</b>	<b>19</b>
<b>22. WAIVER.....</b>	<b>19</b>
<b>23. ANTI-DISCRIMINATION .....</b>	<b>20</b>
<b>24. NO PARTNERSHIP .....</b>	<b>20</b>
<b>25. SET OFF .....</b>	<b>20</b>
<b>26. COUNTERPARTS .....</b>	<b>21</b>
<b>27. THIRD PARTY RIGHTS.....</b>	<b>21</b>
<b>28. VARIATION .....</b>	<b>21</b>
<b>29. ENTIRE AGREEMENT .....</b>	<b>21</b>
<b>30. GOVERNING LAW AND JURISDICTION .....</b>	<b>21</b>
<b>SCHEDULE 1 DEFINITIONS .....</b>	<b>22</b>
<b>SCHEDULE 2 SERVICE SPECIFICATION.....</b>	<b>27</b>
<b>SCHEDULE 3 MONTHLY PAYMENTS.....</b>	<b>27</b>

**THIS AGREEMENT** is made on

2017

**BETWEEN**

1. **DERBYSHIRE COMMUNITY HEALTH SERVICES NHS FOUNDATION TRUST** of Baslow Road, Bakewell, Derbyshire DE45 1AD (the “**JV Host**”); and
2. **DERBYSHIRE HEALTHCARE NHS FOUNDATION TRUST** of Kingsway Site, Kingsway, Derbyshire, DE22 3LZ (the “**Customer**”),  
  
(each a “**Party**” and together the “**Parties**”).

**RECITALS**

1. The Parties have on or around the date of this Agreement entered into a joint working agreement to document their intended collaborative working in relation to the provision of the People and Organisational Effectiveness (POE) Services (the “**Joint Venture Agreement**”).
2. This Agreement sets out:
  - a. the scope, nature and extent of the POE Services;
  - b. the terms applicable to the provision of the POE Services by the JV Host to the Customer;
  - c. the payment due from the Customer to the JV Host for the provision of the POE Services; and
  - d. the ancillary arrangements.
3. The Parties’ execution of this Agreement has been approved by the board of the JV Host and the board of the Customer and each Party has obtained all relevant approvals and consents necessary for it to enter into this Agreement.
4. It is acknowledged that the Parties have the vires to participate in this Agreement in this manner.
5. The Parties acknowledge that they have considered procurement Law and guidance and competition Law and guidance that applies to their participation in this Agreement. The

Parties agree that they are working together under this Agreement for a joint purpose to achieve objectives in common in accordance with Regulation 12(7) of the Public Contracts Regulations 2015.

## **OPERATIVE PROVISIONS**

### **1. DEFINED TERMS AND INTERPRETATION**

- 1.1 In this Agreement, capitalised words and expressions shall have the meanings given to them in Schedule 1 (*Definitions*) of this Agreement.
- 1.2 In this Agreement, unless the context requires otherwise, the following rules of construction shall apply:
- (a) the Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
  - (b) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
  - (c) a reference to a "Party" is a reference to a party to this Agreement and includes its successors or permitted assigns and a reference to "Parties" is a reference to all parties to this Agreement;
  - (d) 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;
  - (e) 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;
  - (f) documents in "agreed form" are documents in the form agreed by the parties and initialled by them for identification and attached to this Agreement;
  - (g) a reference to writing or written includes e-mails; and
  - (h) any headings to Clauses together with the front cover and the index are for convenience only and shall not affect the meaning of this Agreement.

Unless the contrary is stated, a reference to a Clause and a Schedule shall mean a Clause and a Schedule in this Agreement.

## 2. DURATION

- 2.1 This Agreement shall take effect on the Commencement Date and will continue in full force and effect for the Initial Term, unless and until terminated in accordance with the terms of this Agreement.
- 2.2 At the expiry of the Initial Term this Agreement shall terminate automatically without notice unless, no later than twelve (12) months before the end of the Initial Term, the Parties agree in writing that the term of the Agreement shall be extended for a further term to be agreed between the Parties provided that such term shall be equivalent to any extension to the term of the Joint Venture Agreement (the “**Extended Term**”).
- 2.3 This Agreement will continue in full force and effect until its expiry or termination in accordance with the terms of this Agreement.

## 3. SERVICE PROVISION

- 3.1 In consideration of payment for the POE Services in accordance with Clause 4 and Schedule 3 (*Monthly Payments*), the JV Host will provide the POE Services to the Customer on the terms of this Agreement.
- 3.2 The JV Host shall provide the POE Services to the Customer in accordance with:
- (a) this Agreement;
  - (b) the Service Specification;
  - (c) Good Industry Practice;
  - (d) all Law (including any change in law) applicable to this Agreement and the provision of the POE Services;
  - (e) NHS guidance and all JV Host policies governing or affecting the delivery of the POE Services, including health and safety provisions;
  - (f) the Joint Venture Agreement.

- (g) the instructions of the JV Leadership Team provided those instructions are not in breach of the terms of this Agreement or the Joint Venture Agreement

#### 4. PRICE AND PAYMENT

- 4.1 Subject to any express provision of this Agreement to the contrary, in consideration for the provision of the POE Services by the JV Host, the Customer shall pay the Monthly Payments to the JV Host in accordance with the terms and conditions of this Clause 4.
- 4.2 The Monthly Payment due and payable each month by the Customer to the JV Host shall be agreed by the JV Leadership Team before the commencement of the Financial Year to which it applies and set out in the Business Plan for the relevant Financial Year. The Monthly payment due and payable for the period from the Commencement Date up until and including 31 March 2018 is set out in the Business Plan for the first Financial Year and Schedule 3 (*Monthly Payments*) of this Agreement.
- 4.3 Pursuant to Clause 16.2 of the Joint Venture Agreement, the JV Host shall review the operating budget including the Monthly Payments on a quarterly basis and if following review by the JV Host, and where agreed by the JV Leadership Team, there is a change to the operating budget, the Monthly Payments set out in this Agreement shall be adjusted accordingly to reflect such change and Schedule 3 (*Monthly Payments*) shall be varied to document the change and any such variation shall be effective once agreed by the JV Leadership Team and initialled by or on behalf of each party to the JV Agreement.
- 4.4 The JV Host shall raise an invoice for each Monthly Payment on or about the first (1<sup>st</sup>) day of the month to which Monthly Payment relates, such payment being a payment on account.
- 4.5 The Customer shall pay each invoice submitted to it by the JV Host within thirty (30) days of receipt to a bank account nominated in writing by the JV Host to the Customer.
- 4.6 Within thirty (30) Business Days of the end of each Financial Year the JV Host shall carry out a reconciliation of all Monthly Payments received against the costs incurred by the Joint Venture. In the event that the aggregate Monthly Payments

received by the JV Host for the relevant Financial Year exceed the costs incurred by the JV Host in delivering the POE Services in that Financial Year then the JV Leadership Team shall agree how such funds will be dealt with in accordance with Clause 16.3 of the Joint Venture Agreement.

- 4.7 In the event that any funds are retained by the JV Host in accordance with Clause 16.3 of the Joint Venture Agreement, the Customer's Monthly Payments for the subsequent Financial Year shall be adjusted accordingly and as agreed by the JV Leadership Team. Any amendments to the Monthly Payments shall be made in accordance with clause 4.3.
- 4.8 If a Party, acting in good faith, contests all or any part of any payment calculated in accordance with this Clause 4:
- (a) the contesting Party shall without delay notify the other Party;
  - (b) any uncontested amount shall be paid in accordance with this Agreement by the Party from whom it is due;
  - (c) the Parties shall act in good faith to resolve any dispute regarding the contested amount as soon as reasonably practicable. If the matter has not been resolved within twenty (20) Business Days of the date of notification under Clause 4.8(a) above, the contesting Party shall refer the matter to dispute resolution in accordance with Clause 18 (*Dispute Resolution*); and
  - (d) following the resolution of any dispute referred for dispute resolution in accordance with Clause 4.8(c) the relevant Party shall pay any amount agreed or determined to be payable immediately.

## 5. PREMISES

- 5.1 The Customer will allow persons duly authorised by the JV Host such access to the Premises as is reasonably required for the purpose of providing the POE Services. Such authorisation procedures as may be required will be agreed between the JV Host and the Customer from time to time. The JV Host shall use such rights of access for the purpose of providing the POE Services only. The JV Host's right of access will terminate upon termination of this Agreement.
- 5.2 The JV Host will do nothing which might directly or indirectly cause any breach of the terms of the Service Level Agreement or other terms under which the JV Host

is entitled to occupy the Premises (copies of which terms have been disclosed to the JV Host by the Customer) and the JV Host shall indemnify the Customer against all costs, claims, damages and expenses arising from any such breach.

- 5.3 To the extent permitted by law, the Customer excludes any liability for any loss or damage caused to property brought onto the Premises by the JV Host or persons who enter the Premises with the JV Host's authorisation. The JV Host shall indemnify the Customer against all and any damage to the Premises and their contents caused by persons entering the Premises with the JV Host's authorisation.

## **6. ASSETS**

- 6.1 The Parties agree that all assets required to be used by the POE Staff for the performance of the POE Services and owned by the Customer shall transfer to the JV Host on the Services Commencement Date in accordance with the provisions of the Joint Venture Agreement.

## **7. AUTHORISED REPRESENTATIVES**

- 7.1 Each Party shall, from time to time, appoint a person to act as its authorised representative for the purposes of this Agreement and shall notify the other Party of such person's identity and telephone number. The Parties shall use their reasonable endeavours to ensure these authorised representatives shall be the same individuals as those appointed to act as the Parties' respective authorised representatives under the Joint Venture Agreement.
- 7.2 Each Party shall refer all matters relating to this Agreement to the individuals referred to above. Either Party may by notice to the other in writing change the identity of their authorised representative.

## **8. FORCE MAJEURE**

- 8.1 Where a Party is (or claims to be) affected by an Event of Force Majeure, it shall take all reasonable steps to mitigate the consequences of it, resume performance of its obligations as soon as practicable and use all reasonable efforts to remedy its failure to perform.
- 8.2 The Party claiming relief shall serve initial written notice on the other Party as soon as reasonably practicable on becoming aware of the Event of Force Majeure. This

initial notice shall give sufficient details to identify the particular Event of Force Majeure. Detailed written notice of the Event of Force Majeure shall be served within a further five (5) Business Days. This detailed written notice shall contain all relevant available information relating to the failure to perform as is available, including the effect of the Event of Force Majeure, the mitigating action being taken and an estimate of the period of time required to overcome it and resume full performance of the POE Services.

- 8.3 Subject to Clause 8.1 and 8.2, the Party claiming relief shall be relieved from liability under this Agreement to the extent that because of the Event of Force Majeure it is not able to perform its obligations under this Agreement. For avoidance of doubt, the obligations of both Parties under this Agreement shall be suspended during the period in which the Event of Force Majeure persists where one Party is prevented or hindered from complying with its obligations by cause of the Event of Force Majeure.
- 8.4 The affected Party shall notify the other Party as soon as practicable after the Event of Force Majeure ceases or no longer causes the affected Party to be able to comply with its obligations under this Agreement. Following each notification, this Agreement shall continue to be performed on the terms existing immediately prior to the occurrence of the Event of Force Majeure.

## **9. POE STAFF**

- 9.1 The JV Host will ensure that sufficient POE Staff are employed and/or engaged under its management to ensure that the POE Services are provided in all material respects in accordance with this Agreement.
- 9.2 The JV Host will ensure that the POE Staff possess appropriate qualifications, experience and skills to perform the duties required of them and that all registrations are up-to-date and that they are appropriately supervised. Further, the JV Host will only use POE Staff who have been appointed in accordance with the 'NHS Employment Check Standards', as laid down by NHS Employers and accordingly the JV Host shall:
- (a) ensure that no person who discloses any criminal records or cautions, or in respect of whom any other matter is revealed following disclosure in either case, of which the JV Host is aware, is employed or engaged in the

provision of the POE Services without the Customer's prior written consent, such consent not to be unreasonably withheld; and

- (b) ensure that the Customer is kept informed, save where restricted by law, at all times of any persons employed or engaged by the JV Host or any of its subcontractors in relation to the POE Services who, subsequent to his/her commencement of such employment/engagement, receives a criminal record of which the JV Host or any subcontractor of that JV Host becomes aware or where previous criminal records become known to the JV Host or subcontractor of the JV Host.

9.3 The JV Host will comply with all applicable Law relating to the POE Staff including without limitation, ensuring all POE Staff have all necessary permits and/or entitlement to work in England in relation to the provision of the POE Services.

9.4 The Parties acknowledge and confirm that the Transfer of Undertakings (Protection of Employment Regulations) 2006 (the "**Transfer Regulations**") shall apply to this Agreement. To the extent that the Transfer Regulations apply and the Customer:

- (a) remains subject to the terms of the Joint Venture Agreement, the provisions of Clause 13 of the Joint Venture Agreement shall apply; and
- (b) no longer remains subject to the terms of the Joint Venture Agreement, each Party shall comply with the Law but will (save as provided by Clause 13.9 of the Joint Venture Agreement) have no further obligation to the other Party.

## 10. TERMINATION

10.1 This Agreement shall terminate and the provisions of Schedule 4 (*Consequences of Termination*) shall apply:

- (a) on the expiry of the Initial Term subject to any agreed extension;
- (b) on the termination of the Joint Venture Agreement (for any reason); or
- (c) if either Party's participation in the Joint Venture Agreement is terminated in accordance with Clause 14.11 of the Joint Venture Agreement, immediately on such termination; or

- (d) if either Party opts to exit the Joint Venture Agreement in accordance with Clauses 14.15 to 14.17 of the Joint Venture Agreement, immediately on such exit.

10.2 The consequences of termination of this Agreement in accordance with Clause 10.1 are set out in Schedule 4 (*Consequences of Termination*).

## **11. INSURANCE AND LIABILITY**

11.1 During the term of the Agreement and for a period of 21 years thereafter, the JV Host shall (at the cost of the Joint Venture) maintain in force insurance (or membership of a NHSR risk sharing scheme) in respect of:

- (a) employers' liability to cover such heads of liability as may arise under or in connection with the provision of the POE Services;
- (b) public liability;
- (c) any loss or damage to property (whether real or personal); and
- (e) professional negligence.

11.2 The JV Host shall, on the Customer's request, produce documentary evidence of membership of a relevant NHSR scheme or that relevant insurance is in place.

11.3 The Customer agrees that save in the case of the JV Host's fraud or wilful default, or in accordance with clause 5.3 (access to premises) or 16.24 (data breaches), it shall have no claim (whether for breach of contract, negligence or otherwise) against the JV Host arising out of or in connection with the JV Host performing that role as set out in this Agreement. Nothing in this Agreement will limit or exclude the liability of any Party in respect of death or personal injury arising out of its negligence or its fraud.

## **12. REVIEW**

12.1 The Parties shall each have representation on the JV Leadership Team in accordance with the Joint Venture Agreement. The JV Leadership Team shall review performance of this Agreement from time to time.

### **13. PREVENTION OF BRIBERY**

13.1 The Parties agree that the terms of Clause 22 (Prevention of Bribery) of the Joint Venture Agreement shall apply to this Agreement and this Agreement shall be read and constructed as if such terms had been included in this Agreement and any reference to “Partner” or “Partners” shall be read as “Party” or “Parties” for the purposes of this Agreement.

### **14. NON-SOLICITATION**

14.1 During the term of this Agreement neither Party shall offer employment to, enter into a contract for the services of, or attempt to solicit or seek to entice away any administrative staff engaged or employed by the other Party, or facilitate the making of any such offer or attempt by any other person, without the other Party’s prior written consent.

14.2 The undertakings in Clause 14.1 are given by each Party to the other and apply to actions carried out by each Party in any capacity and whether directly or indirectly, on the Party’s own behalf or on behalf of any other person or jointly with any other person.

14.3 The Parties acknowledge and confirm that each Party considers the covenants in Clause 14.1 to be fair and reasonable. If any such restriction shall be found to be unenforceable but would be valid if any part of it were deleted or the period or area of application reduced, the restriction shall apply with such modifications as may be necessary to make it valid and effective.

### **15. CONFIDENTIAL INFORMATION**

15.1 The Parties agree that the terms of Clause 19 (Confidential Information) of the Joint Venture Agreement shall apply to this Agreement and this Agreement shall be read and constructed as if such terms had been included in this Agreement and any reference to “Partner” or “Partners” shall be read as “Party” or “Parties” for the purposes of this Agreement.

### **16. DATA PROTECTION & FREEDOM OF INFORMATION**

16.1 The Parties acknowledge their respective duties under the Data Protection Legislation and the FOIA and shall give all reasonable and prompt assistance to each other where appropriate or necessary to comply with such duties. This clause

16 is in addition to, and does not relieve, remove or replace, the Parties' obligations under the Data Protection Legislation.

- 16.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer will be a Data Controller in respect of information made available to the JV Host and the JV Host will, from time to time, be a Data Processor.
- 16.3 The Customer gives the JV Host general written authorisation to appoint additional processors. In accordance with Data Protection Legislation, the JV Host shall notify the Customer of any intended changes concerning the addition or replacement of other processors and give appropriate weight to the Customer's views in determining such changes.
- 16.4 Such further processors as are appointed under paragraph 16.3 shall be subject to the same obligations as are imposed on the JV Host by this Agreement and by Data Protection Legislation, and in particular shall provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of Data Protection Legislation.
- 16.5 The JV Host undertakes that it will comply, and will cause the POE Staff and its other employees, agents and sub-contractors to comply, with the Data Protection Legislation and all applicable data protection laws in connection with the performance of its obligations under this Agreement.

**Subject matter, nature and purpose of processing**

- 16.6 The nature and purpose of the processing of Customer information by the JV Host is to deliver the POE Services. The subject matter of the processing is Personal Data relating to Customer Staff. The types of personal data and categories of data subjects are set out in paragraph 16.8 below.
- 16.7 The Parties further acknowledge that the JV Host may need further to process the Customer's information for the purposes of regulatory compliance, corporate governance and otherwise to establish, exercise or defend its legal rights (whether on its own account or on behalf of the Customer).

**Personal Data to be shared**

16.8 The categories of data subject whose data may be processed further to this Agreement comprise Customer Staff. The Personal Data that is being shared under this Clause 16 may include in relation to Customer Staff:

- (a) **Personal Data:** such as name, address, date of birth, national insurance number;
- (b) **Sensitive Personal Data:** such as ethnic origin, disabilities, criminal offences; and information about physical or mental health and conditions; and
- (c) **Relationship data:** such as next of kin, doctor and dependents.

**How the information will be used and compliance with the Data Protection Legislation**

16.9 Where acting as a Data Processor, the JV Host will ensure:

- (a) that it will only process any Personal Data shared pursuant to this Agreement for purposes related to the provision of the POE Services and in accordance with any further written instructions that may be given by the Customer from time to time. In the event that the Customer gives instructions that the JV Host considers will infringe Data Protection Legislation (or any other legal provision), the JV Host shall immediately inform the Customer;
- (b) that only those employees and agents of the JV Host who “need to know” about the information will be allowed to have access to it;
- (c) that such employees and agents have been appropriately trained in data protection and information governance, and are health professionals or owe equivalent duties of confidentiality in respect of the information shared in accordance with this clause;
- (d) that the JV Host’s registration with the Information Commissioner reflects the receipt and processing of information shared under this Clause 16;
- (e) that it will maintain appropriate technical and organisational measures;
  - i. to protect against unauthorised or unlawful processing of Personal Data; and

- ii. against accidental loss or destruction of, or damage to Personal Data. The measures in place shall be appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage; and
  - iii. the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (f) that it will immediately notify the Customer on becoming aware of any loss, unauthorised disclosure or other unlawful processing of information shared under this Clause 16 and assist the Customer in complying with any notification requirements arising in consequence;;
  - (g) that it will make available to the Customer all information necessary to demonstrate compliance with Data Protection Legislation and allow the Customer to inspect its arrangements for ensuring the security of information shared under this Clause 16;
  - (h) that it will not transfer any Personal Data outside the European Economic Area.

16.10 The Customer shall take all reasonable steps to ensure:

- (a) the relevance, accuracy and quality of any information which is shared under this Clause 16;
- (b) that it will promptly notify the JV Host of any inaccuracy or deficiency in quality of the information shared;
- (c) that it will immediately notify the JV Host on becoming aware of any loss, unauthorised disclosure or other unlawful processing of information shared under this Clause 16;

- (d) that at all material times, it has obtained and processed the information it shares in accordance with the law; and
- (e) that its registration with the Information Commissioner reflects obtaining, processing and sharing information with the JV Host.

**Ensuring quality in respect of the information on an ongoing basis**

- 16.11 In the event that information shared pursuant to this clause is found not to be accurate (and without prejudice to other provisions of this Clause 16) the Parties will promptly notify one another of any error and work cooperatively to rectify the issue with all appropriate speed.
- 16.12 Collaborative working between the Parties will further ensure that the information shared is compatible between systems, in order to achieve the purpose.

**Ensuring fairness to Data Subjects and respecting individuals' rights (including complaints and subject access requests)**

- 16.13 The Parties have considered the need to ensure fairness to the Data Subjects and other stakeholders and have undertaken a privacy impact assessment, as may be required.
- 16.14 The Parties will cooperate so as to ensure fairness to Data Subjects through other means as necessary and on an ongoing basis during the lifetime of this Clause 16, which may include:
  - (a) provision of information on websites;
  - (b) media notices;
  - (c) leaflets;
  - (d) changes to letterheads explaining the transfer of services and corresponding transfers of Personal Data.
- 16.15 The Parties will work together to address any subject access request or complaint made by a Data Subject regarding processing carried out on information further to this Clause 16.

16.16 In the event of a request, query or complaint, the Party in receipt of the request, query or complaint will:

- (a) appoint a lead individual to coordinate the response;
- (b) consult the other Party on the content of any response giving consideration to their views and opinions.

16.17 Nothing in this Clause 16 will prevent the Parties from complying with their respective duties under the Data Protection Legislation or the FOIA.

**Information security arrangements**

16.18 Any information shared under this Clause 16 will be transferred securely between the Parties;

16.19 The Parties will have regard to each other's information security and governance needs and take appropriate measures (including any which are requested by the Customer) to keep the information secure and prevent unauthorised access to or other processing of the information. In particular, this means that each Party will ensure that:

- (a) its staff will be appropriately trained in matters relating to data protection and confidentiality;
- (b) its offices and equipment (including in particular portable IT equipment) on which the shared information is used or stored will be kept secure;
- (c) any shared information which is not needed temporarily is stored securely; and
- (d) any shared information which is no longer needed permanently is securely destroyed.

16.20 The Parties will comply with the requirements of all relevant laws, good practice, and codes of practice issued by the Information Commissioner. In particular, the Parties will have regard to the provisions of the information security policy of each Party.

**Contact details for the Parties involved**

- 16.21 Each Party will have, and shall notify to the other Party from time to time, a single individual who will be responsible for ensuring compliance with this Clause 16 and to whom all notices regarding data protection matters are to be sent.

**Duration of processing and retention and destruction of information**

- 16.22 When the information processed further to this Agreement is no longer required, including on termination of this Agreement, the JV Host will ensure that, where reasonable and appropriate, the information, together with any copies of it which have been made, will be returned to the Customer or is securely destroyed in accordance with good information governance practice.

**Warranties**

- 16.23 Each Party warrants that it will discharge its obligations under this Clause 16 with all due skill, care and diligence.

**Indemnity**

- 16.24 In the event of a breach of this Clause 16, the Party in breach shall indemnify the Party not in default against all liabilities, claims, demands, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties (including any monetary penalty notice issued by the Information Commissioner) and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by the non-defaulting Party arising out of or in connection with the breaching Party's breach or negligent performance or non-performance of this Clause 16.

**17. INTELLECTUAL PROPERTY**

- 17.1 The Parties agree that the terms of Clause 21 (Intellectual Property) of the Joint Venture Agreement shall apply to this Agreement and this Agreement shall be read and constructed as if such terms had been included in this Agreement and any reference to "Partner" or "Partners" shall be read as "Party" or "Parties" for the purposes of this Agreement.

## **18. DISPUTE RESOLUTION PROCEDURE**

18.1 The Parties agree that the terms of Clause 24 (Dispute Resolution) of the Joint Venture Agreement shall apply to this Agreement and this Agreement shall be read and constructed as if such terms had been included in this Agreement and any reference to "Partner" or "Partners" shall be read as "Party" or "Parties" for the purposes of this Agreement.

## **19. ASSIGNMENT AND SUB-CONTRACTING**

19.1 Save as may be permitted under the Joint Venture Agreement no Party shall assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of their rights or obligations under this Agreement without the prior written consent of the other Party.

19.2 This Agreement shall be binding on and shall be to the benefit of the JV Host and the Customer and their respective successors and permitted transferees and assigns.

## **20. NOTICES**

20.1 The Parties agree that the terms of Clause 26 (Notice) of the Joint Venture Agreement shall apply to this Agreement and this Agreement shall be read and constructed as if such terms had been included in this Agreement and any reference to "Partner" or "Partners" shall be read as "Party" or "Parties" for the purposes of this Agreement.

## **21. SEVERANCE**

21.1 If any court or competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

21.2 If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## **22. WAIVER**

22.1 A waiver of any right or remedy under the Agreement is only effective if given in

writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under the Agreement or by Law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**23. ANTI-DISCRIMINATION**

23.1 This Agreement shall not unlawfully discriminate within the meaning and scope of any Law, enactment, order, or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment.

23.2 The JV Host shall take all reasonable steps to secure the observance of Clause 23.1 by all servants, employees or agents of the JV Host and all suppliers and sub-contractors employed in performance of this Agreement.

23.3 The Parties shall (and shall use their reasonable endeavours to procure that their staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement.

**24. NO PARTNERSHIP**

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

**25. SET OFF**

25.1 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**26. COUNTERPARTS**

26.1 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 transmitted by fax or scanned into printable PDF, JPEG, or other agreed digital format and transmitted as an e-mail attachment. No counterpart shall be effective until each Party has executed at least one counterpart.

**27. THIRD PARTY RIGHTS**

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

**28. VARIATION**

28.1 Any variation to this Agreement, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both Parties and subject to the approval of the JV Leadership Team.

**29. ENTIRE AGREEMENT**

29.1 This Agreement, together with the Partnership Agreement entered into by the Parties on or around the date of this Agreement, the Joint Venture Agreement and any agreement ancillary to those documents constitutes the entire agreement between the Parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement.

**30. GOVERNING LAW AND JURISDICTION**

30.1 The 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 Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

**IN WITNESS WHEREOF** the Parties have signed this Agreement on the date first above written.

**Schedule 1**  
**Definitions**

The following words and phrases have the following meanings:

- “Agreement”** means this agreement including all schedules (as amended, supplemented, substituted, novated or assigned from time to time), being the Customer Contract between the JV Host and the Customer
- “Background IP”** the intellectual property rights of the Parties that exist at the date this Agreement is entered into
- “Bribery Act”** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation
- “Business Day”** a day other than a Saturday, Sunday or bank holiday in England
- “CEDR”** means the centre for effective dispute resolution
- “Commencement Date”** means the date of this Agreement
- “Customer Contract”** the contract in the form of a pro forma customer contract annexed to the Joint Venture Agreement
- “Customer Staff”** means all persons employed or engaged by the Customer or its sub-contractors (including volunteers, agency, locums casual or seconded personnel)
- “Data Controller”** has the meaning set out in the Data Protection Legislation
- “Data Processor”** has the meaning set out in the Data Protection Legislation
- “Data Protection Legislation”** means the Data Protection Act 1998, and such legislation as may revise or replace it during the term of this Agreement
- “Data Subject”** has the meaning set out in the Data Protection Legislation
- “Department of** means the Department of Health in England of HM

<b>Health”</b>	Government, or such other body that may supersede or replace the Department of Health in England from time to time
<b>Event of Force Majeure”</b>	means an event or circumstance which is beyond the reasonable control of the Party claiming relief under Clause 8 ( <i>Force Majeure</i> ), including, without limitation, war, civil war, armed conflict or terrorism, riot, fire, flood or earthquake, and which directly causes that Party to be unable to comply with all or a material part of its obligations under this Agreement
<b>“Extended Term”</b>	has the meaning given in Clause 2.2
<b>“Financial Year”</b>	means a financial accounting period of twelve (12) months ending on 31 March each year
<b>“FOIA”</b>	means the Freedom of Information Act 2000
<b>“Good Industry Practice”</b>	means such practice as may be expected of a properly qualified competent and experienced NHS employer of staff accustomed to carrying out services of the same or similar nature, scope and complexity to the POE Services, such practice to be carried out in a proper, professional prompt and business-like manner using all of the skill, expertise and attention as is to be expended of such a NHS employer
<b>“Information Commissioner”</b>	means the office of the information commissioner who is charged with policing and enforcing the data protection and freedom of information regime in the UK
<b>“Initial Term”</b>	the period of five years commencing on the Services Commencement Date
<b>“Joint Venture Agreement”</b>	has the meaning set out in Recital 1
<b>“JV Leadership Team”</b>	the joint venture leadership team constituted and governed in accordance with Schedule 3 of the Joint Venture

Agreement

**“Law”**

means:

- (a) any applicable statute or proclamation or any delegated or subordinate legislation or regulation;
- (b) any enforceable community right within the meaning of section 2(1) European Communities Act 1972; and
- (c) any applicable judgment of a relevant court of law which is a binding precedent in England

in each case in force in England

**“Losses”**

all damage, loss, liabilities, claims, actions, expenses (including the cost of legal and professional services), proceedings, demands and charges whether arising under statute, contract or at common law

**“Mediation Notice”**

has the meaning set out in Clause 18.4

**“Monthly Payment”**

means the monthly amount payable by the Customer to the JV Host as agreed between the Parties each Financial Year prior to the commencement of the next Financial Year and as set out in the Business Plan

**“NHSR”**

NHS Resolution (being the operating name of the NHS Litigation Authority)

**“Personal Data”**

has the meaning set out in Data Protection Legislation

**“POE Services”**

means the services to be provided by the JV Host to the Customer under this Agreement, as more particularly described in the Service Specification

**“POE Staff”**

means all persons employed or engaged by the JV Host or its sub-contractors (including volunteers, agency, locums casual or seconded personnel) in the provision of the POE Services or any activity related to, or connected with, the

provision of the POE Services

**“Premises”** the Customer’s premises which the JV Host will require access to as identified by the Customer to the JV Host from time to time

**“Prohibited Act”** the following constitute prohibited acts:

(a) to directly or indirectly offer, promise or give any person working for or engaged by the JV Host a financial or other advantage to:

1. induce that person to perform improperly a relevant function or activity; or
2. reward that person for improper performance of a relevant function or activity; or
3. to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;

(b) committing any offence:

1. under the Bribery Act;
2. under legislation creating offences concerning fraudulent acts;
3. at common law concerning fraudulent acts relating to this Agreement; or
4. defrauding, attempting to defraud or conspiring to defraud a Party

**“Sensitive Personal Data”** has the meaning set out in section 2 of the Data Protection Act 1998 and includes “Special Category Personal Data” for the purposes of the General Data Protection Regulation

**“Services”** Date of this agreement

**Commencement**

**Date”**

**“Service Level Agreement”** the agreement for the provision of clinical and support services between the Parties dated 1 April 2016

**“Service Specification”** means the specification for the Services, as set out under Schedule 2 (*Service Specification*)

DRAFT

**SCHEDULE 2  
SERVICE SPECIFICATION**



Appendix 1.docx

DRAFT

**SCHEDULE 3**

**MONTHLY PAYMENTS**

**Drafting Note**

Forecast figures for the Monthly Payments for the period from 1 January 2018 – 31 March 2018 to be set out in this Schedule 3.

DRAFT

**SCHEDULE 4**  
**CONSEQUENCES OF TERMINATION**

1. The following provisions of this Agreement shall remain in full force and effect after termination of this Agreement.
  - (a) Clause 11 (Insurance and Liability);
  - (b) Clause 15 (Confidential Information);
  - (c) Clause 16 (Data Protection and Freedom of Information);
  - (d) Clause 17 (Intellectual Property);
  - (e) Clause 18 (Dispute Resolution);
  - (f) Clause 20 (Notice);
  - (g) Clause 21 (Severance);
  - (h) Clause 22 (Waiver);
  - (i) Clause 23 (Anti-discrimination);
  - (j) Clause 25 (Set Off);
  - (k) Clause 27 (Third Party Rights);
  - (l) Clause 29 (Entire Agreement);
  - (m) Clause 30 (Governing Law and Jurisdiction); and
  - (n) Schedule 4 (Consequences of Termination).
2. Termination of this Agreement for any reason or its expiry shall not affect any rights or liabilities that have accrued prior to the date of termination.
3. On the termination of this Agreement for any reason, for a reasonable period after any such termination:
  - (a) the Customer shall immediately pay to the JV Host all of the JV Host's outstanding unpaid invoices and, in respect of POE Services supplied but for which no invoice has been submitted, the JV Host may submit an invoice, which shall be payable immediately on receipt;
  - (b) the Customer and the JV Host shall co-operate fully with one another in order to achieve the smooth cessation and/or handover to a new service provider (as the case may be) of the POE Services;

Strictly Private and Confidential

- (c) the Customer and the JV Host shall render all reasonable assistance, and provide all information reasonably requested by the other Party;
- (d) the Customer and the JV Host shall deliver to the other Party all materials, papers, documents and operating manuals owned by the other Party; and
- (e) the JV Host and Customer shall be required to comply with all arrangements regarding the exit of a as may apply in accordance with Paragraph 2 and Paragraph 3 of Schedule 5 of the Joint Venture Agreement.

DRAFT

Strictly Private and Confidential

SIGNED by

for and on behalf of

**DERBYSHIRE COMMUNITY HEALTH SERVICES NHS FOUNDATION TRUST**

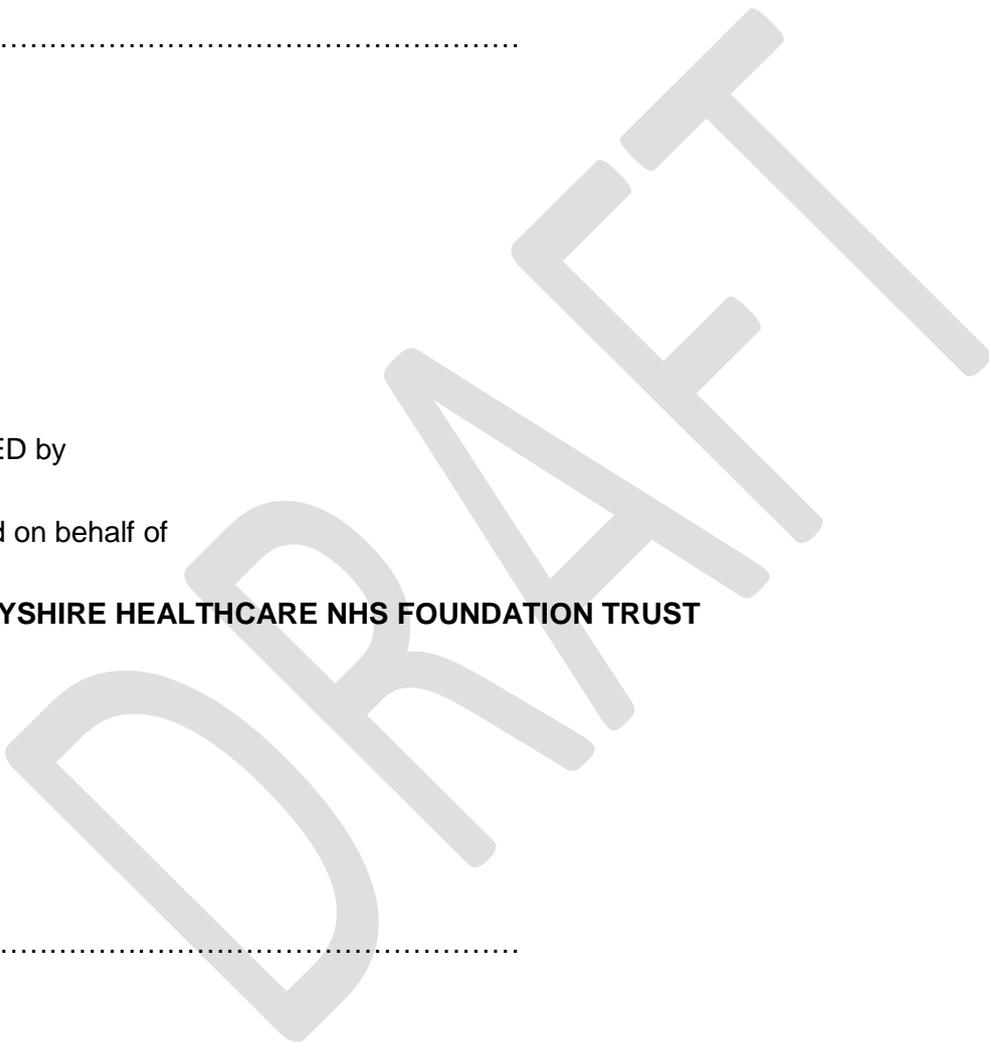
.....

SIGNED by

for and on behalf of

**DERBYSHIRE HEALTHCARE NHS FOUNDATION TRUST**

.....



2017-18 Board Annual Forward Plan

Exec Lead	Item	Purpose of Item - Statutory or Compliance Requirement Alignment to FT Strategic Objectives	26 Apr 17	24 May 17	28 Jun 17	26 Jul 17	27 Sep 17	1 Nov 17	29 Nov 17	27 Jan 18	28 Feb 18	28 Mar 18
			18 Apr	15 May	19 Jun	17 Jul	18 Sep	23 Oct	20 Nov	22 Jan	19 Feb	19 Mar
CM	Apologies given		X	X	X	X	X	X	X	X	X	X
SH	Declaration of Interests	FT Constitution	X	X	X	X	X	X	X	X	X	X
CM	Minutes/Matters arising/Action Matrix	FT Constitution	X	X	X	X	X	X	X	X	X	X
CG	Actions and learnings from patient stories.		X	X	X	X	X	X	X	X	X	X
CM	Board Forward Plan	Licence Condition FT4	X	X	X	X	X	X	X	X	X	X
CM	Board review of effectiveness of the meeting	Statutory Outcome 3	X	X	X	X	X	X	X	X	X	X
<b>STRATEGIC PLANNING AND CORPORATE GOVERNANCE</b>												
CM	Chair's report	Licence Condition FT4	X	X	X	X	X	X	X	X	X	X
IM	Chief Executive's report	Licence Condition FT4	X	X	X	X	X	X	X	X	X	X
MP/ CW	NHSI Annual Plan <i>TBC awaiting NHSI guidance</i>	FT Constitution/NHSI Risk Assurance Framework (RAF)										
CW	NHSI Compliance Return (Public) (subject to change (incorporated into Integrated Performance Report))	NHSI Single Operating Framework		X	X				X	X		X
JS	Information Governance - annual report April interim report November	Strategic Outcome 1 Strategic Outcome 3 Information Gov toolkit	AR					IR				
AR	Staff Survey Results and Action Plan	Strategic Outcome 3 and 4	X									
AR	Equality Delivery System2 (EDS2) & Workforce Race Equality Standard (WRES) Submission * (Jul & Sep 2017)	Strategic Outcome 3 and 4	AR		X *	X *	X Update		X Update			
AR	Pulse Check Results and Staff Survey Plan						X					
AR	Approval of Equality Delivery System2 (EDS2) 2017/18	Strategic Outcome 3 and 4					X					
SH	Review SOs, SFIs, SoD	FT Constitution Standing Orders					AR					
SH	Trust Sealings	FT Constitution Standing Orders	X						X			

2017-18 Board Annual Forward Plan

Exec Lead	Item	Purpose of Item - Statutory or Compliance Requirement Alignment to FT Strategic Objectives	26 Apr 17	24 May 17	28 Jun 17	26 Jul 17	27 Sep 17	1 Nov 17	29 Nov 17	27 Jan 18	28 Feb 18	28 Mar 18
SH	Annual Review of Register of Interests	FT Constitution Annual Reporting Manual	AR									
SH	Board Assurance Framework Update	Licence Condition FT4	X				X	X		X		
SH	Raising Concerns (whistleblowing)	Strategic Outcome 1 Public Interest Disclosure Act			X							
SH	Committee Assurance Summaries (following every meeting) - Audit & Risk Committee - Finance & Performance - Confidential - Mental Health Act Committee - Quality Committee - Safeguarding Committee - People & Culture Committee	Strategic Outcome 3	X	X	X	X	X	X	X	X	X	X
SH	Governance Improvement Action Plan	Licence Condition FT4	X	X	X	X	X	X	X	X	X	X
SH	Fit and Proper Person Declaration	Licence Condition FT4		X								X
MP	Emergency Planning Report (EPPR)								X			
SH	Board Effectiveness Survey			X			X					
SH	Report from Council of Governors Meeting (for information)		X	X		X	X	X		X	X	X
SH	Review of Policy for Engagement between the Board & COG								AR			
SH	Board Development Programme										X	
LWS	Business Plan 2017-18 Monitoring		X			X		X			X	
LWS	Measuring the Trust Strategy			X								
<b>OPERATIONAL PERFORMANCE</b>												
CG, CW, AR, MP	Integrated performance and activity report to include Finance, Workforce, performance and Quality Dashboard	Licence Condition FT 4 Strategic outcome 1 Strategic Outcome 3	X	X	X	X	X	X	X	X	X	X

2017-18 Board Annual Forward Plan

Exec Lead	Item	Purpose of Item - Statutory or Compliance Requirement Alignment to FT Strategic Objectives	26 Apr 17	24 May 17	28 Jun 17	26 Jul 17	27 Sep 17	1 Nov 17	29 Nov 17	27 Jan 18	28 Feb 18	28 Mar 18
<b>QUALITY GOVERNANCE</b>												
CG	Position Statement on Quality (Incorporates Strategy and assurance aspects of Quality management) Quarterly publication of specified information on death in September Includes Annual Review of Recovery Outcomes in November and Annual Looked After Children Report in December	Strategic Outcome 1 CQC and Monitor	X	X	X	X	X	X	X	X	X	X
CG/JS	Safeguarding Children & Adults at Risk Annual Report	Children Act Mental Health Standard Contract					AR					
CG	Control of Infection Report	Health Act Hygiene Code		AR								
JS	Re-validation of Doctors	Strategic Outcome 3			AR							
CG	Annual Review of Recovery Outcomes *							AR				
CG	Annual Looked After Children Report *									AR		

\* Incorporated in Quality Position Statement