

Public Document Pack



**Service Director – Legal, Governance and
Commissioning**

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Monday 6 June 2022

Notice of Meeting

Dear Member

Cabinet

The **Cabinet** will meet in the **Council Chamber - Town Hall, Huddersfield** at **3.00 pm** on **Tuesday 14 June 2022**.

This meeting will be live webcast. To access the webcast please go to the Council's website at the time of the meeting and follow the instructions on the page.

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

A handwritten signature in black ink, appearing to read "Julie Muscroft", on a light-colored background.

Julie Muscroft

Service Director – Legal, Governance and Commissioning

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

Cabinet Members:-

Member	Responsible For:
Councillor Shabir Pandor	Leader of the Council
Councillor Paul Davies	Cabinet Member – Corporate
Councillor Eric Firth	Cabinet Member – Transport
Councillor Viv Kendrick	Cabinet Member - Children (Statutory responsibility for Children)
Councillor Musarrat Khan	Cabinet Member - Health and Social Care
Councillor Naheed Mather	Cabinet Member – Environment
Councillor Carole Pattison	Cabinet Member - Learning, Aspiration and Communities
Councillor Cathy Scott	Deputy Leader and Cabinet Member - Housing and Democracy
Councillor Will Simpson	Cabinet Member – Culture and Greener Kirklees
Councillor Graham Turner	Cabinet Member – Regeneration

Agenda

Reports or Explanatory Notes Attached

Pages

1: Membership of Cabinet

To receive apologies for absence from Cabinet Members who are unable to attend this meeting.

2: Minutes of Previous Meetings

1 - 14

To approve the Minutes of the Meetings of the Cabinet held on 8 March 2022 and 5 April 2022.

3: Declarations of Interest

15 - 16

Cabinet Members will be asked to advise if there are any items on the Agenda in which they have a Disclosable Pecuniary Interest, which would prevent them from participating in any discussion or participating in a vote upon the item, or any other interests.

4: Admission of the Public

Most agenda items will be considered in public session, however, it shall be advised whether Cabinet will consider any matters in private, by virtue of the reports containing information which falls within a category of exempt information as contained at Schedule 12A of the Local Government Act 1972.

5: Deputations/Petitions

The Cabinet will receive any petitions and hear any deputations from members of the public. A deputation is where up to five people can attend the meeting and make a presentation on some particular issue of concern. A member of the public can also hand in a petition at the meeting but that petition should relate to something on which the body has powers and responsibilities.

In accordance with Council Procedure Rule 10 (2), Members of the Public should provide at least 24 hours' notice of presenting a deputation.

6: Questions by Members of the Public

In accordance with Council Procedure Rule 11(5), the period allowed for the asking and answering of public questions shall not exceed 15 minutes.

7: Questions by Elected Members (Oral Questions)

Cabinet will receive any questions from Elected Members.

In accordance with Executive Procedure Rule 2.3 (2.3.1.6) a period of up to 30 minutes will be allocated.

8: Appointment of Cabinet and Portfolios (Notice Under Article 7)

17 - 18

To note the appointment of Cabinet Members and portfolio allocations, in accordance with Articles 7.2.4 and 7.3.4 of the Constitution.

Wards affected: N/A

Contact: Yolande Myers, Principal Governance Officer

9: Digital Switch-over - Replacement of Analogue Carephones

19 - 26

To consider capital investment of £1.381m to switch 3,500 analogue Carephone units to digital units.

Wards affected: All

Contact: David MacDonald, Head of Service Adult Social Care Operations South

10: Council support for the Kirklees Health and Care Place Based Partnership Collaboration Agreement 27 - 70

To consider the signing of the non-legally binding Kirklees Health and Care Partnership Collaboration Agreement.

Wards affected: All

Contact: Phil Longworth Senior Manager – Integrated Support

11: Corporate IT Capital Refresh Budget 2022-2025 71 - 74

To consider capital expenditure of £900k pa to support the delivery of the Technology Strategy and the ongoing refresh of technology across the council.

Wards affected: All

Contact: Terence Hudson, Head of Technology

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Contact Officer: Andrea Woodside

KIRKLEES COUNCIL

CABINET

Tuesday 8th March 2022

Present: Councillor Shabir Pandor (Chair)
Councillor Paul Davies
Councillor Eric Firth
Councillor Viv Kendrick
Councillor Musarrat Khan
Councillor Peter McBride
Councillor Naheed Mather
Councillor Carole Pattison
Councillor Cathy Scott
Councillor Will Simpson

Observers: Councillor Adam Gregg
Councillor John Taylor

171 Membership of Cabinet

All Cabinet Members were present.

172 Declarations of Interest

No interests were declared.

173 Admission of the Public

No interests were declared.

174 Deputations/Petitions

No deputations or petitions were received.

175 Questions by Members of the Public

No questions were asked.

176 Questions by Elected Members (Oral Questions)

Cabinet received the following oral questions in accordance with Executive Procedure Rule 2.3;

Question from Councillor Gregg

“Would the Leader agree with me that political parties should not be using taxpayers money for their own benefit?”

A response was provided by the Leader of the Council.

Question from Councillor J Taylor

“Can we review the policy regarding provision of support to Councillors to make sure that things aren’t being done in an underhand way, and perhaps if they have been we ought to be asking for the money to be refunded that has been incurred at taxpayers expense?”

A response was provided by the Leader of the Council.

Question from Councillor J Taylor

“With regards to the proposals for accepting plastic tubs, trays and pots into recycling, I am happy to support publicising this. It is clear that the comms strategy isn’t fit for purpose as there is no information available to enable members to be able to communicate this via social media. Could the Cabinet Members comment on this?”

A response was provided by the Cabinet Member for Culture and Greener Kirklees (Councillor Simpson) and the Cabinet Member for Environment (Councillor Mather).

Question from Councillor J Taylor

“With regard to the energy bill rebate, it would be helpful if elected members could have information in a format that can be shared on social media etc to help people that are going to have to apply for it. We need to share the information as widely and quickly as we can.

A response was provided by the Cabinet Member for Corporate Services (Councillor P Davies).

177 Annual RIPA Update

Cabinet received the annual update on the use of Regulation of Investigatory Powers Act (RIPA) 2000 pursuant to the previous update in January 2021. The report advised that there had been no incidents within this period which required RIPA to be used and there had therefore been nil authorisations granted.

It was noted that the Council’s annual return to the Investigatory Powers Commissioner’s Office had been completed.

RESOLVED – That the Annual RIPA Report be noted.

178 Proposed changes to West Yorkshire Joint Services (WYJS) Agreement

Cabinet gave consideration to a report which set out proposals for changes to the West Yorkshire Joint Services legal agreement. The report advised that the West Yorkshire Joint Services Committee had recommended the adoption of a streamlined governance model to deliver its statutory functions whilst minimising bureaucracy and increasing accountability.

The report advised that in January 2021 the Committee had considered a report which set out the findings of a governance review that had been undertaken

following changes to the operation and closure of some non-statutory functions of the organisation. Pursuant to this it had been agreed that the Joint Services Agreement and Memorandum of Understanding be refreshed and the amended versions were attached at Appendices A and B of the report. The report indicated that the principal amendment was to reduce the number of members from each Council on the Committee from 4, including the Leader, to 2.

Cabinet noted that it was essential that governance arrangements for West Yorkshire Joint Services were up to date and appropriate in order to enable effective partnership working across the five West Yorkshire Councils.

RESOLVED –

- 1) That approval be given to the changes as set out within the considered report and the amended Joint Services Agreement.
- 2) That the Service Director (Legal, Governance and Commissioning) be authorised to enter into the revised Joint Services Agreement.

179

Specialist Accommodation Strategy 2022-2030

(Under the provision of Council Procedure Rule 36(1) Cabinet received a representation from Councillor J Taylor).

Cabinet received the draft Specialist Accommodation Strategy 2022-2030 for consideration. The report set out the importance of quality housing and the impact that it has upon individuals and their wellbeing, and explained how demographic, technological and consumer trends which are already impacting the market are likely to continue over the period of the strategy. The strategy outlined how the shape of specialist accommodation would change over the next eight years and what key actions would be required to support these changes. Cabinet were advised that the strategy would form part of the Council's Housing Strategy 2018-2023.

It was noted that the strategy had been revised to take into account consultation responses and that the approval of the strategy would enable services and partners to build upon the foundations outlined and being delivered as part of the Kirklees Housing Strategy.

RESOLVED –

- 1) That the findings of the non-statutory consultation on the proposed draft Specialist Accommodation Strategy 2022/2030 be noted.
- 2) That approval be given to the Specialist Accommodation Strategy 2022/2030.

180

Cross Council Corporate Safeguarding Policy

Cabinet gave consideration to the refreshed Cross Council Corporate Safeguarding Policy. The report advised that the policy aimed to demonstrate the Council's commitment to corporate safeguarding and enable all employees of the Council to understand their role and responsibilities in relation to safeguarding concerns. It set out the expectation of staff, councillors and volunteers to (i) identify areas where there are concerns and take action to address them in partnership with other agencies (ii) prevent unsuitable people from working with children, young people and adults at risk (iii) ensure the whole workforce understands safeguarding and

their accountabilities and responsibilities and (iv) promote safe practice and challenge poor and unsafe practice.

Cabinet noted that the policy, which was appended to the considered report, set out a preventative approach to ensure that safeguards are proactively put in place to prevent abuse and neglect occurring.

RESOLVED –

- 1) That the refreshed Corporate Safeguarding Policy be approved and adopted.
- 2) That authority be delegated to the Strategic Director with responsibility for Corporate Safeguarding Oversight Group, in conjunction with the relevant Cabinet Member, and with the Corporate Safeguarding Oversight Group, to review the policy and guidance annually and to make any technical amendments as appropriate, allowing engagement to take place with stakeholders.
- 3) That if any new legislative requirements require a fundamental change, the policy be resubmitted to a future meeting of Cabinet.
- 4) That the Corporate Safeguarding Policy be included on the Policy Framework, and that Council consider this and the draft policy in the 2022/2023 municipal year.

181

Leeds City Region (LCR) Business Rates Pooled arrangements for 2022/23

Cabinet received a report which sought to ratify the Council's membership and arrangements for the operation and governance of the Leeds City Region Business Rates Pool 2022/2023.

The report indicated that a decision had been taken previously to apply to be part of the 2022-2023 Leeds City Region Business Rates Pool, which acknowledged the continuing impact of covid upon the economy and the consequential increased volatility on forecast retained levies by the prospective Leeds City Region Pool in 2022-2023. Cabinet were advised that further financial modelling would be undertaken by Leeds City Council, who would administer the regional pool, prior to any final decision being taken. It was noted that the Government's provisional 2022-2023 financial settlement had been made in December, and that no prospective member of the pool had indicated an intention to withdraw, and that the final settlement had been passed on 9 February 2022, including confirmation of the business rates pool for 2022-2023.

The report advised that specific proposals for the allocation of any retained levies would be considered through the Leeds City Region Business Rates Joint Committee, the terms of reference for which were set out at Appendix A to the report. Appendix B to the report set out the draft Memorandum of Understanding (Governance) agreement for operational arrangements.

RESOLVED –

- 1) That approval be given to the Council's membership of the Leeds City Region Business rates pool for 2022/2023.
- 2) That the revoking of the existing North and West Yorkshire Pool on 31 March 2022 be noted.

Cabinet - 8 March 2022

- 3) That approval be given to the formation of a new joint committee to oversee the operation of the Leeds City Region Pool for 2022/2023.
- 4) That the draft terms of reference and memorandum of understanding (governance) agreements for the Leeds City Region Pool Joint Committee, as set out at Appendices A and B of the report, be noted.
- 5) That authority be delegated to the Service Director (Legal, Governance and Commissioning), in conjunction with the Service Director (Finance), to sign any documents relating to the Leeds City Region business rates Pool Joint Committee.

182 **Strategic Investment in Town Halls - 2021/22 - 2025/26**

(Under the provision of Council Procedure Rule 36(1) Cabinet received a representation from Councillor J Taylor).

Cabinet gave consideration to a report which set out a strategic case for additional capital investment for equipment, furnishings and decorative items in town halls that would enhance both the commercial appeal of the building and customer experience and maximise sustainable income generation opportunities. The report advised that a capital plan allocation of £2.235m had been agreed by Council in February 2020 for the strategic development of town halls and that £400k had been drawn down in the past 12 months to take advantage of lockdown closure and complete works that had been scheduled at a later stage at Batley and Dewsbury Town Halls. The report set out a programme for the remaining £1.835m and advised that the original capital plan annual allocations would be revised to reflect updated investment themes.

Cabinet were asked to give approval to the baseline programme for the capital allocation, together with themes of investment as set out at Appendix A to the report and to delegate authority for the programmes to be managed, providing flexibility to identify, design and deliver priority projects across multiple sites. It was noted that the proposed themes for investment included (i) accessibility (ii) reconfiguration of commercial space (iii) refurbishment and redecoration (iv) furniture and fittings and (v) technical equipment, which aimed to achieve a balance of corporate and commercial activity across the portfolio of buildings, while recognising the potential of each site within its locality.

RESOLVED -

- 1) That approval be given to the Town Hall Strategic Investment themes of work for 2021/2022 to 2025/2026, as set out at Appendix A of the considered report, and the associated capital allocation, up to £1,835,000 max for the rolling 5 year period, in order to deliver commercial, community and building conditions.
- 2) That Officers be authorised to identify, design, tender and implement the delivery projects aligned with the work themes as identified in Appendix A of the considered report, within the agreed budget.

183 **Corporate Financial Monitoring Report Quarter 3 for 2021-22**

(Under the provision of Council Procedure Rule 36(1) Cabinet received a representation from Councillor J Taylor).

Cabinet - 8 March 2022

Cabinet received a report which set out financial monitoring information for General Fund Revenue, Housing Revenue Account and Capital Plan, as at Quarter 3 (Month 9) 2021-2022. The report advised that the Council's revised general fund controllable (net) revenue budget for 2021-2022 was £325m, including planned (net) revenue savings in-year of £1.8m. It was noted that there was a forecast overspend of £0.9m against the £325.0m revised budget at Quarter 3, equating to 0.3%, and that there had been a net reduction of £0.3m in the forecast overspend position since Quarter 2.

The report provided an overview of 2021-2022 forecast revenue outturn position at Quarter 3, along with information regarding covid impacts, forecast covid pressures, updates for service directorates, general fund reserves, the collection fund, housing revenue account, capital and a number of specific capital proposals in line with 2021-2022 budget proposals which related to (i) Red Laithes Court and Havelock Street, Ravensthorpe (ii) Adult Care Homes Infection Prevention Control and (iii) Property Investment Fund – 103 New Street).

RESOLVED –

- 1) That with regards to the General Fund, the (i) forecast revenue outturn position at Quarter 3 (ii) forecast year end position on corporate reserves and balances at Quarter 3 and (iii) the regular monitoring and review of corporate services in 2021/2022 reported to Cabinet be noted.
- 2) That the Collection Fund position as at Quarter 3 be noted.
- 3) That the Quarter 3 Housing Revenue Account position and forecast year-end reserves position be noted.
- 4) That with regards to Capital (i) the Quarter 3, the forecast capital monitoring position for 2021/2022 be noted (ii) approval be given to re-profiling of the capital plan across future years (appendix 6 refers) (iii) approval be given to the capital scheme amendments as noted in paragraphs 1.12.7 to 1.12.13 of the report (iv) that approval be given to offering HD1 Living Ltd an additional loan from the Property Investment Fund up to £2.5m to support the redevelopment of 103 New Street, Huddersfield, subject to due diligence being carried out (v) the Strategic Director (Growth and Regeneration), in consultation with the Cabinet Member (Corporate Services), having sought advice from the Service Director (Legal, Governance and Commissioning) and the Service Director (Finance) be authorised to carry out appropriate due diligence on the proposal to offer an additional loan from the Property Investment Fund and (vi) the Service Director (Legal, Governance and Commissioning) in consultation with the Service Director (Finance) be authorised to enter into any documentation required to agree the additional Property Investment Fund loan and to protect the Council's position as lender.

184

Disposal of Open Space at Carrside Crescent, Batley
Agenda Item withdrawn.

Contact Officer: Yolande Myers

KIRKLEES COUNCIL

CABINET

Tuesday 5th April 2022

Present: Councillor Shabir Pandor (Chair)
Councillor Eric Firth
Councillor Viv Kendrick
Councillor Musarrat Khan
Councillor Peter McBride
Councillor Naheed Mather
Councillor Carole Pattison

In attendance: Councillor Donna Bellamy
Councillor Adam Gregg
Councillor David Hall
Councillor John Taylor

Apologies: Councillor Paul Davies
Councillor Cathy Scott
Councillor Will Simpson

185 Membership of Cabinet

Apologies for absence were received on behalf of Councillors P Davies, C Scott and W Simpson.

186 Minutes of Previous Meeting

RESOLVED – That the Minutes of the Meeting held on 22 February were approved as a correct record.

187 Declarations of Interest

No interests were declared.

188 Admission of the Public

It was noted that Agenda Items 14 and 15 were exempt from publication (Minute Nos. 198 and 199 refers).

189 Deputations/Petitions

A deputation was received on behalf of the residents of Smallwood relating to a request to Kirklees Council for additional parking.

190 Questions by Elected Members (Oral Questions)

Cabinet received the following questions in accordance with Executive Procedure Rule 2.3;

Question from Councillor Bellamy

Cabinet - 5 April 2022

“There is a problem with HGV’s going down Outlane on roads which are unsuitable for HGV’s, with several getting stuck, including one recently for over eight hours. Can the weight and length limit signs be looked at again?”

A response was provided by the Cabinet Member for Environment (Councillor Naheed Mather).

Question from Councillor Gregg

“Is there enough parking in Huddersfield Town Centre, and what is being done to mitigate the Council’s U-turn on the temporary car park on the old Queensgate site?”

A response was provided by the Cabinet Member for Environment (Councillor Naheed Mather).

Question from Councillor J Taylor

“I’ve heard it said that there is enough parking in Huddersfield Town Centre, and so I would like to see the evidence for that. I’ve also heard that people are avoiding coming into the Town Centre, so can the evidence be shared more widely?”

A response was provided by the Cabinet Member for Environment (Councillor Naheed Mather).

Question from Councillor Bellamy

“Residents from New Street in Slaithwaite have contacted me regarding their bin collections as they have received letters informing them that they need to present their bins somewhere else. There have been problems as residents have not had their bins collected for four weeks. Previously to this, there have been no difficulties with collections. The residents have contacted Kirklees Council who advised that the Council have no way of telling the refuse collectors how and when they should complete their routes. Can you advise whether the refuse collectors make their own routes and timings for bin collections?”

A response was provided by the Cabinet Member for Environment (Councillor Naheed Mather).

Question from Councillor J Taylor

“I have previously asked questions around the affordability of the Huddersfield Blueprint proposals given the significant increase in costs that we’ve seen recently. I recently found out that some contractors are only providing quotes with a guarantee of three weeks due to rising costs. Will the Council be borrowing more money to finish the project, or is the intention to reduce the scope?”

A response was provided by the Cabinet member for Regeneration (Councillor Peter McBride).

191 Adult Services Capital Investment Programme - Construction for Knowl Park House/ Centre of Excellence scheme

Cabinet considered a report which sought to increase the budget allocated for the new Dementia Day Care centre and the Kirklees Living Well Centre (KLWC – previously referred to as the Centre of Excellence) enabling the appointment of the successful tenderer to deliver the project.

In September 2021 Cabinet approved a proposal to increase the budget to £6.3m and for the scheme to progress to tender. Market conditions in the construction world remained volatile and difficult which resulted in the successful tender bid being higher than anticipated. This has meant that the total budget required to deliver this scheme had increased from £6.3m to £8.21m. This was inclusive of all internal and external professional fees and capitalised salaries, furniture, and equipment.

RESOLVED – That approval be given to increase from £6.3m to £8.21m the total budget required for the project, to be funded from within the Adults Service existing capital programme, to enable the award of the construction contract to the successful tenderer thereby facilitating the delivery of the new facilities.

192 2022/23 Council Capital Plan - Proposed allocation of 2022/23 capital funding from the Directorate for Children's Achieve & Aspire Capital Maintenance baseline section of the Capital Plan

Cabinet considered a report which identified potential projects, to be funded from the 2022/23 Achieve & Aspire Capital Maintenance section of the Capital Plan to address urgent condition related needs in maintained schools. The report also sought delegated authority for the Service Director – Learning and Early Support to manage the implementation of the identified works within the respective agreed total programme budget.

The report advised that the Capital Maintenance programme for Schools primarily aimed to address the backlog of condition works in the Council's schools' estate. The proposed programme of works primarily consisted of (i) replacement of life expired flat and pitched roofs (ii) whole or partial school electrical re-wires (iii) replacement of obsolete boilers and heating distribution systems (iv) urgent health and safety works including fire safety improvements and structural repairs.

RESOLVED –

- 1) That approval be given for the business case detailed at Appendix A of the report which outlined the (i) rationale for the schools' condition works programme, (ii) the availability of funding, (iii) the selection process, and (iv) the main categories of work, thereby enabling the projects concerned to be designed, procured and implemented.
- 2) That approval be given for the detailed list of proposed works in schools for 2022/23, as detailed in Appendix B.
- 3) That authority be delegated in accordance with the Council's Financial Procedure Rules to the Service Director – Learning and Early Support to

manage the implementation of the identified works within the respective agreed total programme budget.

- 4) That, pursuant to (3) above, the delegated powers include authority to (i) add new urgent projects to the programme without prior Cabinet approval providing that the total cost of the programme remains within the approved capital allocation set by Council & transfer resources to or from any unallocated resources within a programme area without restriction (ii) slip or delete projects in response to operational need and reallocate budget between projects during the course of the financial year 2022/23 providing that the total cost of the programme remains within the approved capital allocation to enable the effective management of the programme, and (iii) transfer resources between any project or programme area up to a maximum of £2,000,000 in any financial year.

193 COVID-19 Additional Relief Fund

Cabinet gave consideration to a report which sought to establish a COVID-19 Additional Relief Fund business rates relief scheme in Kirklees, for the 2021/22 financial year. The scheme would provide retrospective rates relief for businesses in sectors that had been impacted by the pandemic but were ineligible for the Expanded Retail Discount, Nursery Discount or other national rate relief schemes that has been established by the Government.

The report advised that the Council's assessment of need for the scheme was based on its extensive experience of administering COVID business grant schemes since the start of the pandemic, including the discretionary Additional Restrictions Grant scheme.

RESOLVED –

- 1) That approval be given for the establishment of the COVID-19 Additional Relief Fund, including the proposed eligibility criteria for applicants and the amounts of rate relief to be awarded as detailed in the report.
- 2) That authority be delegated to the Strategic Director Growth and Regeneration and the Service Director Finance to implement and monitor the COVID-19 Additional Relief Fund scheme.
- 3) That authority be delegated to the Strategic Director Growth and Regeneration and the Service Director Finance, in consultation with the Portfolio Holder for Corporate, to vary the eligibility criteria for the COVID-19 Additional Relief Fund and to make further changes to the scheme as required.

194 Government proposals for additional Household Support in 2022/23

Cabinet considered a report which set out proposals to provide support for households in 2022/23 in accordance with funding and associated guidance issued by the Government.

The report sought delegated authority for the Strategic Director for Corporate Strategy, Commissioning and Public health and Service Director for Children's Services, in consultation with the Corporate portfolio holder, Learning, Aspiration & Communities portfolio holder and Service Director Finance, to direct the resource to

Cabinet - 5 April 2022

appropriate interventions through 2022/23 through the Council's existing Local Welfare Provision scheme which supported the Council's most vulnerable families and individuals across the borough.

RESOLVED –

- 1) That it be noted that the Rebate Fund consists of two cohorts and that the work required to make payment to those paying by Direct Debit would commence immediately after 01 April 2022, taking into account the requirements of the scheme.
- 2) That it be noted that those eligible under the Rebate Fund required to make an application should be given the choice to receive payment or credit to their Council Tax account as appropriate.
- 3) That where no application has been made by 16th August 2022, the Council Tax account of the liable party should be credited with £150 as a backstop position, allowable within Government guidance.
- 4) That the Council would seek to maximise the number of applications from those entitled by establishing a publicity and take up campaign that would target them specifically by whatever means were appropriate including working across services and with partner organisations.
- 5) That the Council adopts the Discretionary Fund eligibility criteria as detailed in the report and that implementing and monitoring the Discretionary Fund based on the criteria, be delegated to the Strategic Director for Corporate Strategy, Commissioning & Public Health and the Service Director Finance.
- 6) That authority be delegated to the Strategic Director for Corporate Strategy, Commissioning & Public Health and Service Director Finance, in consultation with the Corporate portfolio-holder, to vary the eligibility criteria for the Discretionary Fund and to make further changes to the scheme as required to achieve the objectives of the Fund within available means.
- 7) That it be noted that the Government extended the Household Support Funding support to Councils for 2022/23, and the Council's anticipated share was £3.702m.
- 8) That authority be delegated to the Strategic Director for Corporate Strategy, Commissioning and Public Health and Service Director for Children's Services, in consultation with the Corporate portfolio holder, Learning, Aspiration and Communities portfolio holder, and Service Director-Finance; to direct the Council's newly announced 2022/23 Household Support Fund allocation to appropriate interventions within the range of anticipated eligibility criteria as detailed in the report, through the Local Welfare Provision scheme.

195 Contract Award; Fire Safety improvements to low rise residential blocks district wide

Cabinet gave consideration to a report which outlined the outcome of a tender evaluation to undertake fire safety improvements to 865 low rise blocks across the district, to recommend acceptance of a tender and to appoint the preferred bidder.

Cabinet noted that Kirklees Council was wholly accountable as the landlord and Registered Provider for the safety of council housing residents and therefore should be fully sighted on all risks associated to building safety with the potential to cause injury, harm or inconvenience; it was therein duty bound to ensure existing and

Cabinet - 5 April 2022

proposed arrangements were adequate and proportionate with respect to tenant safety.

Cabinet was advised that the tender process and subsequent evaluation of tenders submitted had received thorough due diligence, was compliant with the procurement regulations currently in force and in accordance with the council's Contract Procedure and Financial Procedure Rules.

RESOLVED –

- 1) That approval be given to the appointment of Fortem Solutions Limited for fire safety improvements to low rise residential blocks within Kirklees District.
- 2) That authority be delegated to the Service Director Homes and Neighbourhoods to sign off the final contract sum within a tolerance of 5% of the approved tender sum.

196 Update on the Low Carbon Housing Pilot Project

Cabinet considered a report which outlined the context and background to a Low Carbon Housing Project in relation to fuel poverty, energy price rises, and reducing the carbon footprint in housing.

The report advised that the Low Carbon Housing Project was a direct response to the cost-of-living crisis, the climate emergency, and broader regulatory changes. The pilot project, as well as delivering more quality affordable, warm homes and places, would secure learning and best practice – from design and planning right through to occupation and management.

Cabinet was advised that lessons gleaned from the project would enable the council to identify the skills needed in the workforce to ensure sustainable development became mainstream and scalable and would underpin social value outcomes in particular apprenticeships and training opportunities.

RESOLVED –

- 1) That approval be given to the appointment of ECD Architects Ltd to provide architectural, planning and development services in designing, costing, and obtaining an implementable Full Planning Permission for low carbon and Passivhaus residential development at the former RM Grylls school site, and which shall be capable of implementation, as described in the tender exercise as detailed in the report and Private Appendix.
- 2) That authority be delegated to the Service Director - Legal, Governance and Commissioning in consultation with the Strategic Director Growth and Regeneration, to enter into and execute a contract with ECD Architects Ltd to provide design, cost, and planning services to the council in developing the proposals and securing an implementable planning permission.

197 Exclusion of the Public

RESOLVED – That under Section 100(A)(4) of the Local Government Act 1972, the public be excluded from the meeting during the consideration of the following item of

Cabinet - 5 April 2022

business, on the grounds that it involves the likely disclosure of exempt information, as defined in Part 1 of Schedule 12A of the Act

198 Contract Award; Fire Safety improvements to low rise residential blocks district wide

The exempt information was considered prior to the determination of Agenda Item 11 (Minute No 195 refers).

199 Update on the Low Carbon Housing Pilot Project

The exempt information was considered prior to the determination of Agenda Item 12 (Minute No 196 refers).

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KIRKLEES COUNCIL			
COUNCIL/CABINET/COMMITTEE MEETINGS ETC			
DECLARATION OF INTERESTS			
Name of Councillor			
Item in which you have an interest	Type of interest (eg a disclosable pecuniary interest or an "Other Interest")	Does the nature of the interest require you to withdraw from the meeting while the item in which you have an interest is under consideration? [Y/N]	Brief description of your interest

Signed: Dated:

NOTES

Disclosable Pecuniary Interests

If you have any of the following pecuniary interests, they are your disclosable pecuniary interests under the new national rules. Any reference to spouse or civil partner includes any person with whom you are living as husband or wife, or as if they were your civil partner.

Any employment, office, trade, profession or vocation carried on for profit or gain, which you, or your spouse or civil partner, undertakes.

Any payment or provision of any other financial benefit (other than from your council or authority) made or provided within the relevant period in respect of any expenses incurred by you in carrying out duties as a member, or towards your election expenses.

Any contract which is made between you, or your spouse or your civil partner (or a body in which you, or your spouse or your civil partner, has a beneficial interest) and your council or authority -

- under which goods or services are to be provided or works are to be executed; and
- which has not been fully discharged.

Any beneficial interest in land which you, or your spouse or your civil partner, have and which is within the area of your council or authority.

Any licence (alone or jointly with others) which you, or your spouse or your civil partner, holds to occupy land in the area of your council or authority for a month or longer.

Any tenancy where (to your knowledge) - the landlord is your council or authority; and the tenant is a body in which you, or your spouse or your civil partner, has a beneficial interest.

Any beneficial interest which you, or your spouse or your civil partner has in securities of a body where -

- (a) that body (to your knowledge) has a place of business or land in the area of your council or authority; and
- (b) either -

the total nominal value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body; or

if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which you, or your spouse or your civil partner, has a beneficial interest exceeds one hundredth of the total issued share capital of that class.

KIRKLEES COUNCIL NOTICE UNDER ARTICLE 7 OF KIRKLEES COUNCIL CONSTITUTION

I give notice under Article 7.2.4 and 7.3.4 of the Kirklees Council Constitution that I wish to make the changes to the Cabinet portfolio of functions described below, including the Councillors appointed as Deputy Leader and with Statutory Responsibility for Children.

Executive Functions and Delegations to the Cabinet and others including officers will remain as set out within Part 3 of the Council's Constitution.

Name	Description of Portfolio or other responsibility
Shabir Pandor	Leader
Cathy Scott	Deputy Leader and Housing and Democracy
Carole Pattison	Learning, Aspiration and Communities
Graham Turner	Regeneration
Viv Kendrick	Children (Statutory responsibility for Children)
Naheed Mather	Environment
Will Simpson	Culture and Greener Kirklees
Musarrat Khan	Health & Social Care
Paul Davies	Corporate
Eric Firth	Transport

Shabir Pandor
Leader of the Council

Signed 

Date 26 May 2022

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Name of meeting: Cabinet

Date: 14 June 2022

Title of report: Digital Switch-over – Replacement of Analogue Carephones

Purpose of report: Approval is sought for Capital investment of £1.381m to switch 3,500 analogue Carephones units to digital units to prevent loss of service and support to vulnerable citizens impacted by the digital switchover.

Key Decision - Is it likely to result in spending or saving £250k or more, or to have a significant effect on two or more electoral wards?	Yes
Key Decision - Is it in the <u>Council's Forward Plan (key decisions and private reports)</u>?	Key Decision – Yes Private Report/Private Appendix – No
The Decision - Is it eligible for call in by Scrutiny?	Yes
Date signed off by <u>Strategic Director</u> & name Is it also signed off by the Service Director for Finance? Is it also signed off by the Service Director for Legal Governance and Commissioning?	30 March 2022 by Richard Parry 17/05/2022 by Eamonn Croston 18/05/2022 by Julie Muscroft
Cabinet member portfolio	Cllr Musarrat Khan

Electoral wards affected: All

Ward councillors consulted: none

Public or private: Public

Has GDPR been considered? Yes

1. Summary

- 1.1 Openreach, the UK's digital network delivery provider, is working through its plan to retire the UK analogue telephone network by the end of 2025. The Carephone Home Safety Service is the Kirklees Council in-house telecare provider that supports approximately 7,000 vulnerable citizens to stay independent for longer in their own homes through a range of assistive technology. 3,500 of these citizens have analogue units which will be affected by the digital switchover.
- 1.2 The moves by Openreach to complete the digital switchover by the end of 2025 are now gathering pace and work is already taking place locally to upgrade exchanges to a fully fibre digital network. In the Kirklees district the Flockton and Kirkburton exchanges ceased on 25th January 2022.
- 1.3 This report is to secure resources to upgrade to digital all Carephone equipment in a planned way so that as more local exchanges upgrade to fully fibre, Carephone users will already have the right equipment in place. It is anticipated that this work would take 18 months to complete (June 2022 to December 2023).

2. Information required to take a decision

Background

- 2.1 The Digital switchover involves upgrading the connections of every business and home in the country to give access to a fully digital phone network. Following switchover all landline calls will no longer be made using the Public Switched Telephone Network (PSTN), instead calls will use Voice over Internet Protocol (VoIP).
- 2.2 The switchover to VoIP digital will affect not just speech services, any technology that relies upon the analogue PSTN network will need to be replaced with digital ready devices if they are to avoid disruption to service continuity when changeover takes place. This includes community alarm systems of the type provided by the Carephone Service.
- 2.3 As the number of local exchange upgrades increases so will the number of Carephone users who will need their analogue telecare devices replacing with digital if they are to continue to receive a service.
- 2.4 The existing Carephone call handling platform is already configured for incoming and outgoing calls across both analogue and digital networks and will not therefore require an upgrade as it is digital ready. However, this proposal seeks approval to replace existing analogue Carephone technology in the homes of approximately 3,500 vulnerable Kirklees citizens.
- 2.5 Kirklees Council are a named contracting authority on Leeds City Council's framework agreement for the supply of telecare equipment. The framework was re-tendered in 2021 and the expected increase in volume of digital alarm

units and devices was incorporated into the pricing schedule in anticipation of the digital switchover. Procurement of the required digital devices will be via this framework.

- 2.6** To facilitate the implementation of the replacement programme, additional staffing capacity will be required to install the digital equipment and provide dedicated resources to check the connectivity of the new devices in the Carephone control centre as there is insufficient capacity within the existing staffing resources to deliver this project. It is proposed that the additional staffing and equipment costs would be capitalised. The associated transport and software licences will be met through existing budgets.
- 2.7** There has been an increase in demand on the Carephone service over the last 3 years. There has been a 15% increase in the volume of calls, and a 40% increase in the length and complexity of calls which underlines the importance of managing this technology transition well alongside the increased operational demands on the service.
- 2.8** On 01 February 2022 Cabinet approved an Adult Social Care bid for capital funding for 2022/2023 and 2023/2024. £1,381m of which was conditionally agreed for the Carephones Digital Switchover.

Capital Investment Required

	2022/23	2023/24	2024/25
	£000's	£000's	£000's
Land	0	0	0
Building	0	0	0
Equipment	785	368	0
Transport	0	0	0
Licenses	0	0	0
Salaries	152	76	0
Total	937	444	0

Revenue Implications

	2022/23	2023/24	2024/25	2025/26
	£000's	£000's	£000's	£000's
Revenue Expenditure	195	360	360	360
Revenue Income				
Total	195	360	360	360

Timescale

- 2.9** Following approval of the proposal, an implementation plan and delivery timetable will be agreed with equipment exchanges commencing in June 2022. The plan will also include provision for:
- Recruiting 6 members of Carephone staff to implement the Carephones replacement programme.

- Purchase of additional 5 call handling licences for 2 years
- 2.10 A phased approach to rolling out of replacement digital telecare devices will be on a locality basis linked to Openreach upgrade of local exchanges from June 2022 to December 2023.
- 2.11 A full communications strategy is being developed to ensure all relevant stakeholders are kept fully informed throughout.

Outcomes:

2.12 The following is a list of key outcomes for this proposal:

- Carephone users continue to receive vital support by upgrading their telecare equipment in a timely manner to ensure that quality and continuity of service delivery is maintained.
- The service provides people with the means of calling for help if they require urgent assistance, and when working in partnership with the Mobile Response Service, makes a positive contribution to reducing pressure on blue light services.
- Telecare packages are regularly provided to support patients as part of hospital discharge and as such help local hospitals manage their patient flow and reduces the risk of a re-admission because of a delayed response to a medical emergency.
- Carephone users carry on living independent lives in the places and communities they call home and stay as well as possible for as long as possible and those at risk of harm or abuse are kept safe.
- Assistive technology, such as telecare, is recognised by the Kirklees Assistive Technology strategy as having a role in reducing the need for statutory care services through supportive, responsive, or preventative solutions.
- The benefits of the technology are also experienced by family carers, providing reassurance that their family member can call for assistance at any time day or night. For some carers, the reassurance results in greater economic independence as they have the confidence to seek out or maintain employment in the knowledge that help is available for their loved one should it be required. The impact of this on carer wellbeing should not be underestimated.

Risks:

2.13 The following is a list of key risks for this proposal:

- The risk that service users experience an interruption to service provision because of a digital upgrade to the local network that the Carephone Service was unaware of and hence had not planned for or addressed in a timely way. The proposals in this paper seek to mitigate these.
- Ability to recruit and train the staff needed to start service delivery in June 2022. This will be mitigated by proactive planning in line with effective recruitment and retention including appropriate training and induction.

- The service has held discussions with the framework suppliers and have agreed a plan to use a mixture of suppliers to ensure the project can deliver on time factoring in the global component parts shortages and lead in times.
 - Failure to upgrade analogue connections before the digital switchover will result in service users no longer having the ability to receive a service.
- 2.14 There is also a longer-term financial implication of the switch to digital that is outside the immediate scope of this proposal in that the digital telecare units are based upon Global System for Mobiles (GSM) technology that contains an integral roaming SIM card. The SIM cards attract a monthly fee from the supplier of £4 per month per device which once all the remaining analogue telecare devices are replaced by digital will amount to between £270K - £360K per year. The revenue implications of this are shown in revenue budget table under 2.8 above.
- 2.15 An examination of the Carephones charging policy is being carried out and in the interim increased revenue costs will need to be met from within the baseline budget pending the outcome of the review.
- 2.16 Any risks associated with the procurement of the Digital Carephones equipment e.g., any legal challenges, any supply chain concerns will be mitigated by compliance with Public Contracts Regulations 2015, CPR's and adherence to the terms relating to "call-off" contract(s) from the Leeds Framework agreement.

3. Implications for the Council

3.1 Working with People

This project is part of the Council's overall approach to enabling people to live as independently as possible.

This proposal has been developed in conjunction with the senior management team in Adult Services and in IT services, is aligned with the Corporate Technology Strategy and is a good example of delivery of the Corporate Technology Strategy in practice.

There has been good joint working with IT Services to date and progress will be reported into the joint Adults and IT New IT Systems Board.

Staff, Unions and Carephones users and their carers will be kept fully informed throughout. The service is developing a robust communications strategy as part of this proposal.

3.2 Working with Partners

The service will work in conjunction with Openreach to ensure all Carephones users are switched to digital in line with local exchange switchover times.

3.3 Place Based Working

As stated above, the switchover will be managed in conjunction with Openreach across Kirklees districts in line with local exchanges.

3.4 Climate Change and Air Quality

No implications

3.5 Improving outcomes for children

No implications

3.6 Other (e.g., Legal/Financial or Human Resources) Consultees and their opinions

This report has been endorsed by Legal and Finance sections and advice sought from HR on the FTC recruitment as outlined in report.

The Public Sector Equality Duty (PSED) under section 149 of the Equality Act 2010 requires the Council, when exercising its functions, to have due regard to:

- a. the need to eliminate discrimination, harassment, victimisation, and any other conduct that is prohibited by or under the Equality Act 2010.
- b. the need to advance equality of opportunity between persons who share protected characteristics and those who do not, and.
- c. foster good relations between those who have protected characteristics and those who do not.

IIA reports have been completed.

3.7 Financial Implications for the residents of Kirklees

The new digital carephone technology will have a small monthly connection charge and the review of the carephone charging policy will consider how this is dealt with.

4. Next steps and timelines

Following cabinet approval, a Capital Outlay Report (COR) will be completed for this scheme. It is proposed to commence the switchover from June 2022 and complete this by December 2023. This timescale allows for some slippage however progress will be monitored through the Adults Capital Programme reporting mechanisms to Cabinet quarterly.

5. Officer recommendations and reasons

5.1 It is recommended that Cabinet:

- i. Approve the proposed capital investment of £1.381m to be funded from within the Adults Service existing capital programme, to enable the timely delivery of the digital switchover by December 2023.
- ii. Delegate authority to the Strategic Director for Adults and Health to enter into and execute a contract with the chosen suppliers of the digital replacement of analogue Carephones in order to provide continuity of service for Carephone users.

6. Cabinet Portfolio Holder's recommendations

The Portfolio holder supports the proposals and officer recommendations at paragraph 5 above set out in this report.

7. Contact officer

David MacDonald, Head of Service Adult Social Care Operations South

8. Background Papers and History of Decisions

None.

9. Service Director responsible

Amanda Evans, Service Director for Adult Social Care Operations.

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Name of meeting: Cabinet

Date: 14th June 2022

Title of report: Council support for the Kirklees Health and Care Place Based Partnership Collaboration Agreement

Purpose of report: To seek Cabinet approval for the Council to sign the non-legally binding Kirklees Health and Care Partnership Collaboration Agreement

Key Decision - Is it likely to result in spending or saving £250k or more, or to have a significant effect on two or more electoral wards?	Yes – impact on 2 or more Wards
Key Decision - Is it in the <u>Council's Forward Plan (key decisions and private reports)</u> ?	Key Decision – Yes
The Decision - Is it eligible for call in by Scrutiny?	Yes
Date signed off by <u>Strategic Director</u> & name	Richard Parry, Strategic Director for Adults and Health - 27th May 2022
Is it also signed off by the Service Director for Finance?	Eamonn Croston, Service Director for Finance - 6 th June 2022
Is it also signed off by the Service Director for Legal Governance and Commissioning?	Julie Muscroft, Service Director for Legal Governance and Commissioning – 6 th June 2022
Cabinet member portfolio	Councillor Musarrat Khan

Electoral wards affected: All

Ward councillors consulted: Ward councillors have not been consulted on this overarching agreement, but will be involved in the Kirklees Health and Care Partnership arrangement through the new Lead Councillor arrangements with Primary Care Networks and the Health and Wellbeing Board

Public or private: Public

Has GDPR been considered? Yes

1. **Summary**

New health and care partnership arrangements are being established in response to the Health and Care Act 2022.

As part of these arrangements all partners in Kirklees are being asked to sign a non-legally binding Collaboration Agreement to demonstrate support for the new arrangements.

2. **Information required to take a decision**

The Council has been working with partners across health and care in Kirklees over many years to strengthen collaboration and partnership arrangements. These partnership arrangements are further evolving to respond to the changes set out in the White Paper 'Working together to improve health and social care for all' and the Health & Care Act 2022.

From the 1st July 2022 the statutory responsibilities of Clinical Commissioning Groups in West Yorkshire will transfer the new Integrated Commissioning Board, and its 5 place-based sub-committees.

To complement this shift in statutory responsibilities, and to support the transition to a much more collaborative model of planning and delivering health and care, a 'collaboration agreement' has been developed.

The draft agreement was prepared by Hill Dickinson solicitors on behalf of the 5 areas in West Yorkshire. Each area is adapting the template agreement. Drafts have been discussed in the Kirklees Health and Care Partnership Forum, and the Health and Wellbeing Board has received regular updates on progress with preparations for the new arrangements, including the development of the Collaboration Agreement.

The aim is for partners to sign the Collaboration Agreement before the end of June 2022. However, whilst it is a 3-year agreement, it will be reviewed at 6 months and 1 year in recognition of the formative stage of all the changes.

3. **Implications for the Council**

3.1 **Working with People**

The Agreement embeds an approach based on work with local communities, empowering people and a commitment to openness, transparency and involvement.

3.2 **Working with Partners**

All the major health and social care partners in Kirklees have been actively involved in developing the Agreement and the wide Health and Care Partnership that it supports.

3.3 Place Based Working

The Agreement embeds a commitment to place-based working at both and Kirklees and neighbourhood level in the new working arrangements across health and care in Kirklees and West Yorkshire.

3.4 Climate Change and Air Quality

Whilst the Agreement does not specifically reference climate change and air quality there is a commitment to tackle these issues through the West Yorkshire Health and Care Partnership arrangements. In addition it is anticipated that climate change will be a core aspect of the refreshed Kirklees Joint Health and Wellbeing Strategy which is due late this year.

3.5 Improving outcomes for children

The Agreement, and the services provided by the signatories, cover the whole population of Kirklees, and it will embed the shared Kirklees Outcomes including 'Children have the best start in life' in the objectives of the Partnership.

3.6 Other (eg Legal/Financial or Human Resources) Consultees and their opinions

Whilst the Agreement is explicitly non-legally binding Legal Services have commented on various drafts and these have been incorporated as appropriate.

The Agreement includes a commitment to develop a shared set of financial principles across the health and care partnership, and the S151 officer is actively involved with heads of finance from other partners in this work.

3.7 Financial Implications for the Population

There are no direct financial implications for the population.

4. Next steps and timelines

All the main health and care partners in Kirklees are asked to sign the Agreement by 1st July 2022.

5. Officer recommendations and reasons

That approval be given to Richard Parry, Strategic Director for Adults and Health, to sign the Collaboration Agreement on behalf of the Council. This will demonstrate the Council's commitment to the new partnership arrangements for planning and delivering health and care in Kirklees.

6. Cabinet Portfolio Holder's recommendations

That Cabinet agree the Officer recommendations

7. Contact officer

Phil Longworth, Senior Manager – Integrated Support

phil.longworth@kirklees.gov.uk

8. Background Papers and History of Decisions

Kirklees Health and Care Partnership Collaboration Agreement v4.0

9. Service Director responsible

Richard Parry, Strategic Director for Adults and Health

KIRKLEES HEALTH AND CARE PARTNERSHIP

COLLABORATION AGREEMENT

BACKGROUND

- (A) The white paper published by the Department of Health and Social Care in February 2021¹ (the “White Paper”) builds on the NHS Long Term Plan vision of integrated care and sets out the key components of a statutory integrated care system (“ICS”). One of these components is “*strong and effective place-based partnerships*” in local places between the NHS, local government and key local partners, interfacing with NHS Integrated Care Boards and wider ICS and provider collaboratives established on a broader sector-based footprint. The Health and Care Act 2022 looks to implement, from 1 July 2022, the proposals from the White Paper.
- (B) The partner organisations (“**Partners**”) who are signatories to this Collaboration Agreement have been working collaboratively across Kirklees to integrate services and provide care at or closer to home for local people for some time. This Agreement sets out the vision, objectives and shared principles of the Partners in establishing a place-based partnership for Kirklees (the “**Partnership**”) and further developing place-based health and care provision for the people of Kirklees, building on the progress achieved by the Partners to date. The Agreement also sets out how the Partners will work together as participants in the Partnership, including the governance arrangements. The signatories to this Agreement are those partners with a seat on the ICB Committee; the wider place based partnership also includes many other partners.
- (C) The Partners will work together to deliver the Kirklees Health and Wellbeing Plan (as amended from time to time) and to achieve the Kirklees Shared Outcomes. Further focus areas may be agreed by the Partners during the term of this Agreement as required to further the collaborative work of the Partners for the benefit of the population of Kirklees.
- (D) The Partners will undertake a programme of work from the Commencement Date through the Partnership governance arrangements set out in this Agreement including receiving and discharging delegated functions from the NHS West Yorkshire Integrated Care Board (“ICB”) and broader activity for the benefit of the Kirklees population. This programme of work is set out, in outline terms, in the Kirklees Health and Wellbeing Plan.
- (E) The Partners acknowledge that the success of the Partnership will rely on the Partners working collaboratively rather than separately to plan financially sustainable methods of delivering

¹ *Integration and Innovation: working together to improve health and social care for all* ([Integration and Innovation: working together to improve health and social care for all \(publishing.service.gov.uk\)](https://www.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/95421/integration-and-innovation-working-together-to-improve-health-and-social-care-for-all.pdf))

integrated, population-focused services in furtherance of the Kirklees Health and Wellbeing Plan.

- (F) This Agreement is intended to supplement and work alongside the Partners' respective governance arrangements and, in the case of provider Partners, their services contracts with the ICB, NHS England and the Council, whilst respecting their individual sovereignty.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, capitalised words and expressions shall have the meanings given to them in Schedule 1.

- 1.2 In this Agreement, unless the context requires otherwise, the following rules of construction shall apply:

1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;

1.2.3 a reference to a Partner includes its personal representatives, successors or permitted assigns;

1.2.4 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

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; and

1.2.6 a reference to writing or written includes emails.

2. STATUS AND PURPOSE

- 2.1 The Partners have agreed to work together on behalf of the people of Kirklees to establish the Partnership through which to identify and respond to the health and care needs of the Kirklees population, and deliver integrated health, support and community care to reduce health inequalities and improved health and care outcomes for the people of Kirklees (the “**Purpose**”).

- 2.2 This Agreement sets out the key terms that the Partners have agreed, including:

- 2.2.1 the vision of the Partners, and key objectives for the development and delivery of the Kirklees Health and Wellbeing Plan;
 - 2.2.2 the key principles that the Partners will comply with in working together through the Partnership; and
 - 2.2.3 the governance structures underpinning the Partnership as at the Commencement Date.
- 2.3 This Agreement is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this Agreement. The parties enter into the Agreement intending to honour all their obligations.
- 2.4 Each of the Partners agrees to work together in a collaborative and integrated way on a Best for Kirklees basis. This Agreement is not intended to conflict with or take precedence over any statutory duties or the terms of any Services Contracts or any Section 75 Agreement unless (and to the extent permitted in law) expressly agreed by the Partners.

3. APPROVALS

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

4. DURATION AND REVIEW

- 4.1 This Agreement will take effect on the Commencement Date and will expire on 30 June 2025 (the “**Initial Term**”), unless and until terminated in accordance with the terms of this Agreement.
- 4.2 At the expiry of the Initial Term this Agreement will expire automatically without notice unless the Partners agree in writing that the term of the Agreement shall be extended for a further term to be agreed between the Partners.
- 4.3 The Partners will review progress made against the Kirklees Health and Wellbeing Plan and the terms of this Agreement by 1 January 2023 and by 30 June 2023 and annually thereafter. The Partners may agree to vary the Agreement to reflect developments as appropriate in accordance with Clause 17 (*Variations*).

SECTION A: VISION, OBJECTIVES AND PRINCIPLES

5. THE VISION

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

No matter where they live, people in Kirklees live their lives confidently and responsibly, in better health, for longer and experience less inequality.

6. THE OBJECTIVES

6.1 The Partners have agreed to work together and to perform their duties under this Agreement in order to achieve the following Objectives:

6.1.1 Reduce health inequalities;

6.1.2 Manage unwarranted variations in care;

6.1.3 Use our collective resources wisely; and

6.1.4 Secure the wider benefits of investing in health and care.

6.2 The Partners will aim to achieve the Kirklees Shared Outcomes identified in the Kirklees Health & Wellbeing Strategy (as amended from time to time):

6.2.1 Children - children have the best start in life;

6.2.2 Healthy - people in Kirklees are as well as possible for as long as possible;

6.2.3 Achievement - people in Kirklees have aspiration and achieve their ambitions through education, training, employment and lifelong learning;

6.2.4 Safe & Cohesive - people in Kirklees live in cohesive communities, feel safe and are safe / protected from harm;

6.2.5 Economic - Kirklees has sustainable economic growth and provides good employment for and with communities and businesses;

6.2.6 Clean & Green – people in Kirklees experience a high quality, clean and green environment; and

6.2.7 Independent - people in Kirklees live independently and have control over their lives.

6.2.8 Shaped by people – we make our places what they are.

6.3 The Partners acknowledge that they will have to make decisions together in order for the Partnership arrangements to work effectively. The Partners agree that they will work together and make decisions on a Best for Kirklees basis in order to achieve the Objectives.

7. THE PRINCIPLES

7.1 The Principles set out below underpin the delivery of the Partners' obligations under this Agreement and set out key factors for a successful relationship between the Partners for the delivery of the Partnership.

7.2 The Partners agree that the successful delivery of the Partnership operating model will depend on their ability to effectively co-ordinate and combine their expertise and resources in order to deliver an integrated approach to the planning, provision and use of assets and services across the Partners.

7.3 The Partners will work together in good faith and, unless the provisions in this Agreement state otherwise, the Partners will adhere to the following principles:

7.3.1 We will be ambitious for the people we serve and the staff we employ;

7.3.2 Our Partnership belongs to its citizens and to commissioners and providers, councils and the NHS. We will build constructive relationships with communities, groups and organisations to tackle the wide range of issues which have an impact on health inequalities and people's health and wellbeing;

7.3.3 We will do the work once – duplication of systems, processes and work should be avoided as wasteful and a potential source of conflict;

7.3.4 We will undertake shared analysis of problems and issues as the basis of taking action; and

7.3.5 We will apply subsidiarity principles in all that we do – with work taking place at the appropriate level and as near to local as possible.

7.3.6 The Partners agree to behave consistently as leaders and colleagues in ways which model and promote the West Yorkshire Integrated Care System shared values:

(a) We are leaders of our organisation, our place and of West Yorkshire;

(b) We support each other and work collaboratively;

(c) We act with honesty and integrity, and trust each other to do the same;

(d) We challenge constructively when we need to;

(e) We assume good intentions; and

- (f) We will implement our shared priorities and decisions, holding each other mutually accountable for delivery.

7.4 The foundation of the Kirklees Health and Care Partnership approach is to:

7.4.1 Work with nine local communities in Kirklees;

7.4.2 Focus on prevention and early intervention;

7.4.3 Empower people to stay independent;

7.4.4 Deliver high quality acute and specialist services;

7.4.5 Do work once, avoiding duplication and make sure things are strong-seamed; and

7.4.6 Commit to openness, transparency and involvement,

and, together with the principles set out in Clause 7.3, these are the “**Principles**”.

8. PROBLEM RESOLUTION AND ESCALATION

8.1 The Partners agree to adopt a systematic approach to problem resolution which recognises the Objectives and the Principles set out in Clauses 6 and 7 above and which:

8.1.1 seeks solutions without apportioning blame;

8.1.2 is based on mutually beneficial outcomes;

8.1.3 treats the Partners as equal parties in the dispute resolution process; and

8.1.4 contains a mutual acceptance that adversarial attitudes waste time and money.

8.2 If a problem, issue, concern or complaint comes to the attention of a Partner in relation to any matter in this Agreement such Partner shall notify the other Partners in writing. The Partners shall then try to resolve the issue in a proportionate manner within 20 Operational Days of written notification. If they are not able to do this, the matter will be resolved in accordance with Schedule 3 (*Dispute Resolution Procedure*).

8.3 If any Partner receives any formal enquiry, complaint, claim or threat of action from a third party relating to this Agreement (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act relating to this Agreement) the receiving Partner will liaise with the other Partners as to the contents of any response before a response is issued.

SECTION B: OPERATION OF AND ROLES IN THE PARTNERSHIP

9. OBLIGATIONS AND ROLES OF THE PARTNERS

9.1 Each Partner will:

- 9.1.1 act collaboratively and in good faith with each other Partner in accordance with the Law and Good Practice to achieve the Objectives, having at all times regard to the best interests of the Population;
- 9.1.2 co-operate fully and liaise appropriately with each other Partner in order to ensure a co-ordinated approach to promoting the quality of patient care and so as to achieve continuity in the provision of services;
- 9.1.3 through high performance and collaboration, unlock and generate enhanced innovation and better outcomes and value for the Population in line with the Objectives;
- 9.1.4 remain responsible for complying with its statutory duties, performing its obligations and functions and complying with all relevant regulatory requirements; and
- 9.1.5 remain accountable to its board/cabinet/governing body (or equivalent) and all applicable regulatory bodies.

10. TRANSPARENCY

- 10.1 Subject to compliance with the Law and contractual obligations of confidentiality, the Partners will provide to each other all information that is reasonably required in order to achieve the Objectives and Purpose and deliver the Kirklees Health and Wellbeing Plan in line with the Principles.
- 10.2 The Partners will ensure that appropriate information barriers are set up between them to ensure that any confidential information is only available to those Partners who need to see it to achieve the Objectives and for no other purpose whatsoever.
- 10.3 It is accepted by the Partners that the involvement of provider Partners in the governance arrangements for the Partnership is likely to give rise to situations where information will be generated and made available to the provider Partners which could give the provider Partners an unfair advantage in competitions or which may be capable of distorting such competitions (for example, disclosure of pricing information or approach to risk may provide one provider Partner with a commercial advantage over another provider Partner). Any provider Partner will have the opportunity to demonstrate to the reasonable satisfaction of the ICB and/or the Council (where acting as a commissioner) in relation to any competitive procurements that the information it has acquired as a result of its participation in the Partnership, other than as a result of a breach of this Agreement, does not preclude the ICB and the Council (where acting as a commissioner) from running a fair competitive procurement in accordance with their legal obligations. A provider Partner shall not be

obliged to provide any information which in its reasonable opinion would provide any other Partner with an unfair advantage in any competition or would distort competition.

SECTION C: GOVERNANCE ARRANGEMENTS

11. PARTNERSHIP GOVERNANCE

11.1 In addition to the Partners' own Board / Cabinet / Governing Body (or equivalent) which shall remain accountable for the exercise of each of the Partners' respective functions, the governance structure for the Partnership arrangements will include:

11.1.1 the Kirklees Partnership Forum;

11.1.2 the Kirklees ICB Committee ("ICB Committee");

11.1.3 the Kirklees Quality Sub-Committee; and

11.1.4 the Kirklees Finance and Performance Sub-Committee; and

11.1.5 the Kirklees Health and Well-being Board

11.2 The diagram in Schedule 2 (*Governance*) sets out the governance structure and the links between the various groups in more detail.

Kirklees Partnership Forum

11.3 The Kirklees Partnership Forum is a consultative and collaborative group to inform and support the work of the decision taking roles of the Kirklees ICB Committee and the Health and Wellbeing Board. It will help to ensure that a broad range of Partner organisations are actively involved in place-based decision making arrangements in Kirklees.

11.4 The Forum will support system development by establishing a shared culture where Partner staff adopt common sets of values and behaviours. It will help to oversee activities that will help the Partner organisations to do this.

11.5 The Forum will help to oversee and support the development of shared partnership infrastructure that may be required to support the work of the Partnership. In doing this it will consider the progress made in existing areas of joint working and consider any further areas where shared partnership infrastructure may be helpful.

11.6 The Forum will act in accordance with its terms of reference, a copy of which is set out in Part 1 of Schedule 2.

Kirklees ICB Committee

11.7 The ICB Committee reports to the ICB and is the group responsible for:

11.7.1 making decisions in respect of certain ICB functions as set out in the ICB scheme of reservation and delegation (as may be amended from time to time);

11.7.2 reporting to the ICB and Partner organisations on progress against the Objectives;

11.7.3 reporting to the Kirklees Health and Wellbeing Board on progress against the Joint Health and Wellbeing Strategy for Kirklees; and

11.7.4 liaising where appropriate with:

(a) national stakeholders (including NHS England and NHS Improvement); and

(b) the West Yorkshire ICB Board

(c) other key stakeholders

to communicate the views of the Partnership on matters relating to integrated care in Kirklees.

11.8 The ICB Committee will discharge the functions set out in its terms of reference, a copy of which is set out in Part 2 of Schedule 2.

11.9 The ICB has delegated to the ICB Committee the matters set out in the ICB scheme of reservation and delegation. The ICB Committee is established as a committee of the ICB Board, in accordance with the ICB's Constitution, Standing Orders and Scheme of Delegation. Members of the ICB Committee agree to act in accordance with the Committee's terms of reference, published on the ICB website. These set out the remit, responsibilities, membership and reporting arrangements of the ICB Committee and may only be changed with the approval of the ICB Board. The ICB Committee has no executive powers, other than those specifically delegated to it from the ICB Board.

11.10 The Partners acknowledge that their employees may be appointed as members of the ICB Committee. The Partners agree to support their employees in doing so in line with the aims and objectives of the ICB Committee. The Partners acknowledge that any individual who is nominated as a member of the of the ICB Committee or sub-committee of the ICB Committee understands and agrees to bring knowledge and perspective from their sector but not be delegates or carry agreed mandates from that sector or from their Partner organisation.

11.11 Each Partner will use reasonable endeavours to ensure that its appointed members of the ICB Committee (or their appointed deputies/alternatives) attend at least 75% of scheduled meetings each year and participate fully on a Best for Kirklees basis and in accordance with Clause 6 (*Objectives*) and Clause 7 (*Principles*) and the terms of reference.

11.12 The Partners will review and develop the governance arrangements for the Partnership during 2022/23 to strengthen joint decision-making between the Partners in line with the relevant provisions of the Health and Care Act 2022.

Kirklees Health and Wellbeing Board

11.13 The Kirklees Health and Wellbeing Board is a committee of the Council, charged with promoting greater health and social care integration in Kirklees. The Health and Wellbeing Board will receive reports from the ICB Committee as to the development of the Partnership arrangements under this Agreement and progress against the Joint Health & Wellbeing Strategy and the Health and Wellbeing Plan.

12. CONFLICTS OF INTEREST

12.1 Subject to compliance with Law and contractual obligations of confidentiality the Partners agree to share all information relevant to the achievement of the Objectives in an honest, open and timely manner.

12.2 The Partners will:

12.2.1 disclose to each other the full particulars of any real or apparent conflict of interest which arises or may arise in connection with this Agreement or the operation of the Partnership governance immediately upon becoming aware of the conflict of interest whether that conflict concerns the Partner or any person employed or retained by them for or in connection with the performance of this Agreement;

12.2.2 not allow themselves to be placed in a position of conflict of interest in regard to any of their rights or obligations under this Agreement (without the prior consent of the other Partners) before they participate in any decision in respect of that matter; and

12.2.3 use best endeavours to ensure that their appointed members on the Forum, the ICB Committee and any sub-committee of the ICB Committee also comply with the requirements of this Clause 12 as relevant when acting in connection with this Agreement.

12.3 The ICB has made arrangements to manage any actual and potential conflicts of interest to ensure that decisions made by committees or sub-committees of the ICB will be taken and seen to be taken without being unduly influenced by external or private interest and do not, (and do not risk appearing to) affect the integrity of the ICB's decision-making processes. These arrangements apply to the ICB Committee and any sub-committees of the ICB Committee.

12.4 The ICB has agreed policies and procedures for the identification and management of conflicts of interest which are published on the website.

- 12.5 The Partners shall ensure that all ICB Committee and sub-committee members comply with the ICB policy on conflicts of interest in line with their terms of office. This will include but not be limited to declaring all interests on a register that will be maintained by the ICB.
- 12.6 The Partners shall ensure that all ICB Committee and sub-committee members comply with the ICB Standards of Business Conduct policy.

SECTION D: FINANCIAL PLANNING

13. FINANCIAL PRINCIPLES

- 13.1 The Partners will continue to be paid in accordance with the mechanism set out in their respective Services Contracts or other agreements (if any).
- 13.2 The Partners will work together during the Initial Term to develop system financial principles for the allocation of resources within Kirklees including the potential development of risk/reward sharing mechanisms with the aim of achieving the Objectives.

SECTION E: GENERAL PROVISIONS

14. EXCLUSION AND TERMINATION

- 14.1 A Partner may be excluded from this Agreement on notice from the other Partners (acting in consensus) in the event of:
- 14.1.1 the termination of their Services Contract; or
 - 14.1.2 an event of Insolvency affecting them.
- 14.2 A Partner may withdraw from this Agreement by giving not less than 6 months' written notice to each of the other Partners' representatives.
- 14.3 A Partner may be excluded from this Agreement on written notice from all of the remaining Partners in the event of a material or a persistent breach of the terms of this Agreement by the relevant Partner which has not been rectified within 30 operational days of notification issued by the remaining Partners (acting in consensus) or which is not reasonably capable of remedy. In such circumstances this Agreement shall be partially terminated in respect of the excluded Partner.
- 14.4 The Partners may agree in writing to terminate this Agreement in whole where:
- 14.4.1 a Dispute cannot be resolved pursuant to the Dispute Resolution Procedure; or
 - 14.4.2 where the Partners agree for this Agreement to be replaced by a formal legally binding agreement between them.

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

15. INTRODUCING NEW PARTNERS

Additional parties may become parties to this Agreement on such terms as the Partners shall jointly agree in writing, acting at all times on a Best for Kirklees basis and upon agreement in writing to the terms of this Agreement before admission.

16. LIABILITY

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

17. VARIATIONS

Any amendment to this Agreement will not be effective unless set out in writing and signed by or on behalf of each of the Partners.

18. CONFIDENTIALITY AND FOIA

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

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

18.3 The Partners agree to procure, as far as is reasonably practicable, that the terms of this Clause 18 (*Confidentiality and FOIA*) are observed by any of their respective successors, assigns or transferees of respective businesses or interests or any part thereof as if they had been party to this Agreement.

18.4 Nothing in this Clause 18 (*Confidentiality and FOIA*) will affect any of the Partners' regulatory or statutory obligations, including but not limited to competition law of any applicable jurisdiction.

18.5 The Partners acknowledge that some of them are subject to the requirements of the FOIA and will facilitate each other's compliance with their information disclosure requirements,

including the submission of requests for information and handling any such requests in a prompt manner and so as to ensure that any Partner which is subject to FOIA is able to comply with their statutory obligations.

19. GENERAL

- 19.1 Any notice or other communication given to a Partner under or in connection with this Agreement shall be in writing, addressed to that Partner at its principal place of business or such other address as that Partner may have specified to the other Partner in writing in accordance with this Clause, and shall be delivered personally, or sent by pre-paid first class post, recorded delivery or commercial courier.
- 19.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 19.1 above; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Operational Day after posting; or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 19.3 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between any of the Partners, constitute any Partner the agent of another Partner, nor authorise any Partner to make or enter into any commitments for or on behalf of any other Partner except as expressly provided in this Agreement.
- 19.4 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. The expression "counterpart" shall include any executed copy of this Agreement scanned into printable PDF, JPEG, or other agreed digital format and transmitted as an e-mail attachment. No counterpart shall be effective until each Partner has executed at least one counterpart.
- 19.5 A person who is not a Partner to this Agreement shall not have any rights under or in connection with it.

Signed by [insert]

.....

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

[]

Signed by [insert]

.....

for and on behalf of **THE COUNCIL OF THE BOROUGH OF
KIRKLEES**

[]

Signed by [insert]

.....

for and on behalf of **MID YORKSHIRE HOSPITALS NHS
TRUST**

[]

Signed by [insert]

.....

for and on behalf of **CALDERDALE AND HUDDERSFIELD
NHS FOUNDATION TRUST**

[]

Signed by [insert]

.....

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

[]

Signed by [insert]

for and on behalf of **LOCALA CIC** []

Signed by [insert]

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

Signed by [insert]

for and on behalf of **THIRD SECTOR LEADERS** []

Signed by [insert]

for and on behalf of **GENERAL PRACTICE** []

SCHEDULE 1

Definitions and Interpretation

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

Best for Kirklees	best for the achievement of the Vision, Objectives and Outcomes for the Kirklees population on the basis of the Principles.
Collaboration Agreement	this collaboration agreement incorporating the Schedules.
Commencement Date	1 July 2022.
Dispute	any dispute arising between two or more of the Partners in connection with this Agreement or their respective rights and obligations under it.
Dispute Resolution Procedure	the procedure set out in Schedule 3 for the resolution of disputes which are not capable of resolution under Clause 8 (<i>Problem Resolution and Escalation</i>).
Forum	the Kirklees Partnership Forum, the terms of reference for which are set out in Schedule 2 Part 1.
Good Practice	has the meaning set out in the NHS Standard Contract
Health and Wellbeing Plan	the Kirklees Health and Wellbeing Plan 2018 – 2023 (as amended from time to time)
ICB	NHS West Yorkshire Integrated Care Board.
ICB Committee	the Kirklees ICB Committee, the terms of reference for which are set out in Schedule 2 Part 2.
Initial Term	the period from and including the Commencement Date until 30 June 2025.
Insolvency	(as may be applicable to each Partner) a Partner taking any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business.
Law	a) any applicable statute or proclamation or any delegated or subordinate legislation or regulation;

	<p>b) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;</p> <p>c) Guidance (as defined in the NHS Standard Contract);</p> <p>d) National Standards (as defined in the NHS Standard Contract); and</p> <p>e) any applicable code.</p>
NHS Standard Contract	the NHS Standard Contract for NHS healthcare services as published by NHS England from time to time.
Objectives	the objectives for the Partnership set out in Clause 6.1.
Operational Days	a day other than a Saturday, Sunday or bank holiday in England.
Outcomes	the outcomes for the Partnership set out in Clause 6.2.
Population	the population of Kirklees covered by the Council.
Principles	the principles for the Partnership set out in Clause 7.
Purpose	The purpose of the Partnership set out in Clause 2.1.
Section 75 Agreement	An agreement entered into by the Commissioners under section 75 of the National Health Service Act 2006 to commission the services listed in the Schedules to that agreement.
Service Users	people within the Kirklees population served by the Commissioners and who are in receipt of the Services.
Services	the services provided, or to be provided, by each provider Partner to Service Users pursuant to its respective Services Contract.
Services Contract	a contract entered into by one of the ICB or the Council (as commissioner) and a provider Partner for the provision of Services, and references to a Services Contract include all or any one of those contracts as the context requires.
Vision	the vision of the Partnership, as set out in Clause 5.

SCHEDULE 2

Governance

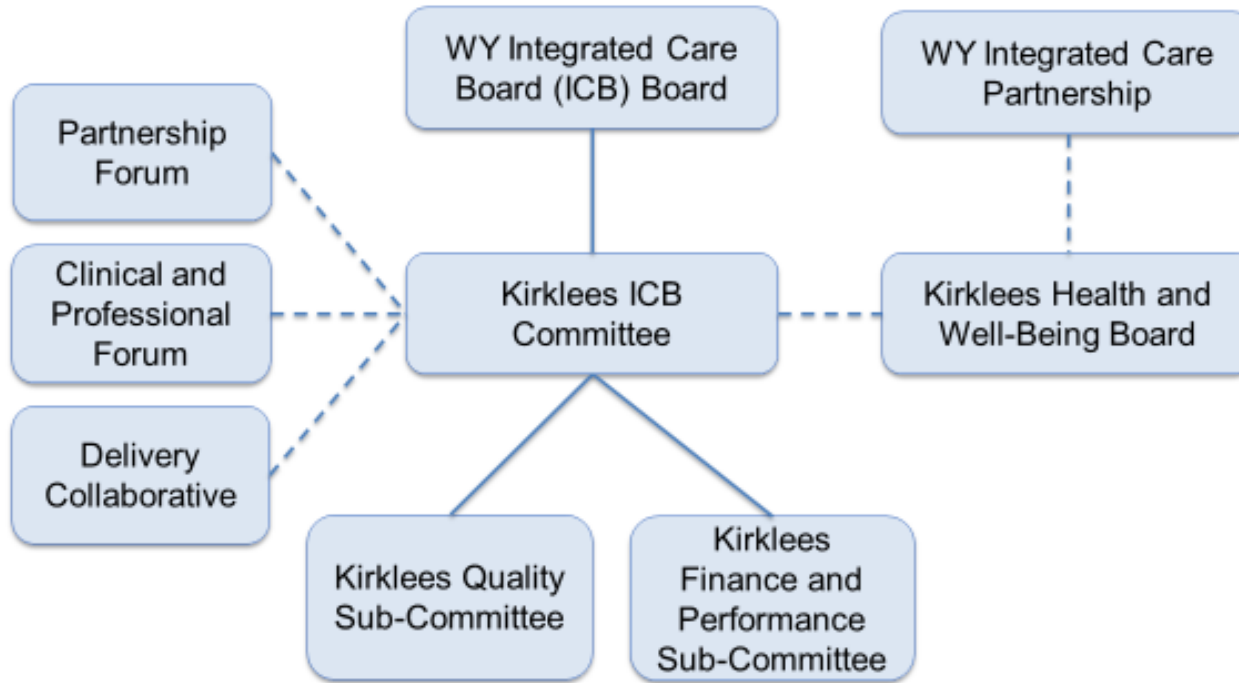
This Schedule 2 sets out the core governance arrangements for the Partnership under this Agreement.

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

This Schedule also contains the terms of reference for the Partnership Forum (Part 1) and the ICB Committee (Part 2).

Overview of the Kirklees Partnership governance model

Kirklees ICB Linked to WY&H



Part 1 – Kirklees Partnership Forum - Terms of Reference

Kirklees Health and Care Partnership Forum

Terms of Reference

V1.4

1. INTRODUCTION

- 1.1 There is a strong history of joint working between providers and commissioners in Kirklees. Most recently this has been overseen by the Kirklees Integrated Health and Care Leadership Board.
- 1.2 This Forum's role is to support the Kirklees Place based arrangements established as part of the move to Integrated Commissioning Boards from July 2022 (in shadow form from April 2022). These will evolve over time in light of national, regional and local priorities. The aim is to encourage strong collaborative working between health, social care, and other partner organisations that enable timely decision making to support the improved health and wellbeing of the people of Kirklees.
- 1.3 Appendix 1 shows how this Forum fits into the overall Kirklees Place Based Arrangements. The Forum also recognises that there are other joint working and partnership arrangements in place and will work to support these as appropriate.

2. STATUTORY FRAMEWORK

- 2.1 Each organisation will always remain accountable for meeting its statutory duties, for example in relation to financial resources and public engagement.

3. GUIDING PRINCIPLES AND BEHAVIOURS

- 3.1 The ICB has identified a set of guiding principles that shape everything we do and these will guide the ways in which the Forum works:
- We will be ambitious for the people we serve and the staff we employ.
 - The West Yorkshire partnership belongs to its citizens and to commissioners and providers, councils, and NHS. We will build constructive relationships with communities, groups, and organisations to tackle the wide range of issues which have an impact on health inequalities and people's health and wellbeing.
 - We will do the work once – duplication of systems, processes and work should be avoided as wasteful and potential source of conflict.
 - We will undertake shared analysis of problems and issues as the basis of taking action.
 - We will apply subsidiarity principles in all that we do – with work taking place at the appropriate level and as near to local as possible.
- 3.2 The ICB has committed to behave consistently as leaders and colleagues in ways which model and promote our shared values and these behaviours will shape how the members of the Forum work together:
- We are leaders of our organisation, our place and of West Yorkshire.
 - We support each other and work collaboratively.
 - We act with honesty and integrity and trust each other to do the same.
 - We challenge constructively when we need to.
 - We assume good intentions; and

- We will implement our shared priorities and decisions, holding each other mutually accountable for delivery.

4. SCOPE AND OBJECTIVES

- 4.1 The Forum forms a key element of our Kirklees Place Based Partnership governance arrangements. The focus of the forum is as a consultative and collaborative one to inform and support the work of the decision taking roles of the Kirklees ICB Committee and Health and Wellbeing Board. It will help to ensure that a broad range of partner organisations are actively involved in our place-based decision making and taking arrangements.
- 4.2 The Forum is mindful of the other decision-making arrangements set out in Appendix 1 and will work with these and avoid duplication or omission. As these arrangements develop post 1st April 2022, the Forum will keep its role in view and adjust its ongoing work accordingly as they become established and the inter-relationships between them are worked through. It will act as a place where partners can discuss the effectiveness of the overall partnership decision making and taking arrangements and any improvements to these that may be needed from time to time.
- 4.3 The Forum will help partner organisations to support the delivery of the Health and Wellbeing Strategy. In doing this it will help them to understand the links with the Economic Strategy, Inclusive Communities Framework, and Environment Strategy and help them to develop programmes of work to support the delivery of these.
- 4.4 The Forum will continue to build relationships and trust between partner organisations, developing working relationships, trust, mutual understanding, and confidence.
- 4.5 The Forum will support system development by establishing a shared culture where our staff adopt common sets of values and behaviours. It will help to oversee activities that will help the partner organisations to do this.
- 4.6 The Forum will help to oversee and support the development of shared partnership infrastructure that may be required to support the work of the Kirklees Place Based Partnership. In doing this it will consider the progress made in existing areas of joint working and consider any further areas where shared partnership infrastructure may be helpful.
- 4.7 In undertaking its work, the Forum will keep in mind the Kirklees Health and Wellbeing Vision, the Kirklees Outcomes, the Kirklees Partnership Approach and Kirklees Health and Wellbeing Plan priority areas [Appendix 2]
- 4.8 It will develop and maintain a programme of work.

5. MEMBERSHIP

5.1 The membership of the Forum is listed below. Where members are unable to attend they may nominate a deputy in advance to the Chair. Other individuals may be asked to attend meetings where appropriate to provide specialist knowledge and advice.

5.2 Members [21 members]

Kirklees ICB	Accountable Officer [Kirklees]
Kirklees Council	Strategic Director Health and Care Director of Public Health Strategic Director Children's Services
Mid Yorkshire Hospitals NHS Trust	Chief Executive
Calderdale and Huddersfield NHS FT	Chief Executive
South West Yorkshire Partnerships NHS FT	Chief Executive
Kirkwood Hospice	Chief Executive
Locala CIC	Chief Executive
Third Sector Leaders	Chair
Kirklees Care Association	Chief Executive
Curo GP Federation	Chief Executive
My Health Huddersfield GP Federation	Strategic Programme Manager
Primary Care Network	Clinical Director Representative North Clinical Director Representative South
Kirklees Housing Representative	TBC
Local Care Direct	Chief Executive
Community Pharmacy West Yorkshire	Chief Executive Officer
Health Watch Kirklees	Chief Executive
West Yorkshire Fire and Rescue	Kirklees District Commander
West Yorkshire Police	Chief Superintendent Kirklees District

5.3 In Attendance [6 In Attendance]

Kirklees Place	Kirklees Place Programme Director Health Policy Officer Kirklees Council Head of Housing Services Kirklees Council Consultant in Public Health Kirklees Council Director of Operational Delivery and Performance Kirklees ICB CCG Chief Quality and Nursing Officer Kirklees ICB
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6. DECISION MAKING

6.1 The Forum has the power to make decisions within the limits of delegated authority for its members, through the authority delegated to those members from their employing organisations. It is expected that decisions will be reached by consensus.

6.2 Each Partner has secured internal reporting arrangements to ensure the standards of accountability and probity required by each Partner's own statutory duties and organisation are complied with.

7. ARRANGEMENTS FOR THE CONDUCT OF BUSINESS

7.1 Chairing

7.1.1 The Forum will be chaired by the Accountable Officer [Kirklees]. The deputy chair will be the Strategic Director for Health and Care, Kirklees Council.

7.2 Quorum

7.2.1 The Forum is quorate when 8 members are present, including:

- The Chair or Deputy Chair (or another member nominated by them)
- Members from at least 5 different organisations/sectors.

7.3 Frequency of Meetings

7.3.1 The Forum will meet as at least once per month. Five clear working days' notice must be given for all meetings. An agenda must be issued five clear working days in advance of a meeting.

7.4 Conduct of Business

7.4.1 Agendas and papers will be sent to members prior to the meeting and where possible 5 working days before the meeting. Minutes of the meeting will be circulated to the Chair no later than 5 working days after the meeting and to the members of the meeting no later than 10 working days. Action points will be recorded as an 'Action Log' and circulated with the minutes of the meeting.

7.4.2 This Forum will observe the requirements of the Freedom of information Act 2000, which allows a general right of access to recorded information held by public bodies, including minutes of meetings, subject to specified exemptions.

7.4.3 All members must declare any conflict of interest they may have regarding an agenda item at the start of the meeting.

7.4.4 If an individual in attendance at a meeting of the Forum has an interest, financial or otherwise, in any matter and is present at the meeting at which the matter is under discussion, he/she will declare that interest as early as possible and act in accordance with their own organisation's conflicts of interest policy. This may include requiring the individual to withdraw from the meeting or part of it.

7.4.5 All declarations of interest, and agreed arrangements for managing the interest, will be recorded in the minutes.

7.4.6 Nolan Principles of Public Life are to be followed.

7.4.7 Members will abide by their information sharing agreements of their respective organisations and respect the confidentiality of partner organisations' information whilst undertaking their duties as part of this Forum.

7.5 Administrative Support

7.5.1 The Forum will be supported by the Kirklees ICB Staff.

8. REPORTING ARRANGEMENTS

8.1 The Chair of the Forum will keep the Kirklees ICB Committee and Kirklees Health and Wellbeing Board informed of the work of the Forum in the appropriate way.

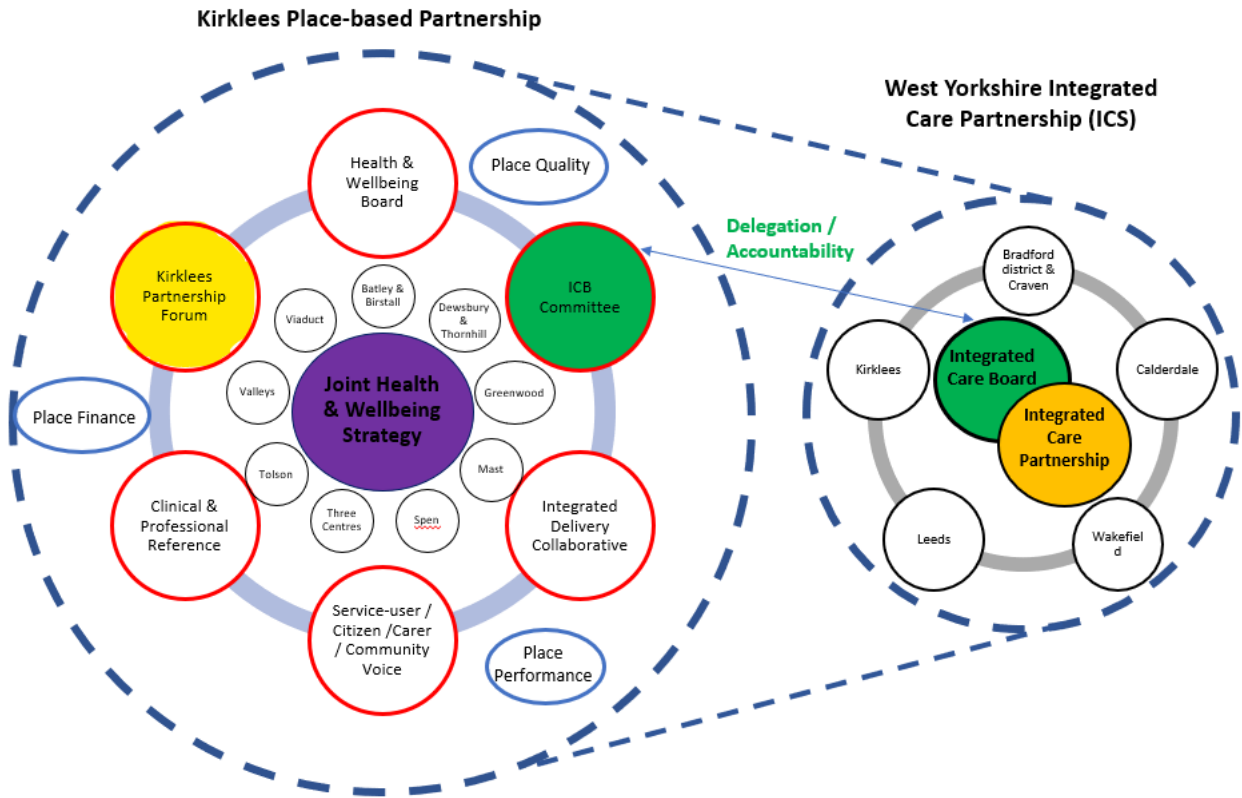
8.2 Organisations represented at the Forum will ensure that the work of the Forum is reported into their own governance arrangements in the appropriate way.

9. Review Date

9.1 These Terms of Reference are valid from March 2022.

9.2 Next Review Date: March 2023, or earlier if required [and annually thereafter].

Relationship of Partnership Forum with the Kirklees Place Based Partnership and the West Yorkshire Integrated Care Partnership



The Kirklees Health and Wellbeing Vision

'No matter where they live, people in Kirklees live their lives confidently and responsibly, in better health, for longer and experience less inequality.'

Seven Kirklees Seven Outcomes

- **Children** - children have the best start in life
- **Healthy** - people in Kirklees are as well as possible for as long as possible
- **Achievement** - people in Kirklees have aspiration and achieve their ambitions through education, training, employment and lifelong learning
- **Safe & Cohesive** - people in Kirklees live in cohesive communities, feel safe and are safe / protected from harm
- **Economic** - Kirklees has sustainable economic growth and provides good employment for and with communities and businesses
- **Clean & Green** – people in Kirklees experience a high quality, clean and green environment
- **Independent** - people in Kirklees live independently and have control over their lives
- **Shaped by people** - we make our places what they are

Kirklees Partnership Focus is to:

- Work with local communities in Kirklees
- Focus on prevention and early intervention
- Empower people to stay independent
- Deliver high quality acute and specialist services
- Do work once, avoiding duplication and make sure things are strong-seamed
- Commit to openness, transparency and involvement

Kirklees Health and Wellbeing Plan priority areas:

- **Tackling underlying causes**
 - Creating communities where people can start well, live well and age well
- **Improving outcomes and experience**
 - Creating integrated person-centred support for the most complex individuals
- **Using our assets to best effect**
 - Developing our people to deliver the priorities and foster resilience
 - Developing estate to deliver high quality services that serve the needs of the local population
 - Harnessing digital solutions to make the lives of people easier

Part 2 – Kirklees ICB Committee - Terms of Reference

Draft outline – Kirklees ICB Committee Terms of Reference

Version control

Version: 0.4 (final approved version to be 1.0)

Date to be reviewed: After 1 year

1. Introduction

1.1 The Kirklees ICB Committee is established as a committee of the ICB Board, in accordance with the ICB's Constitution, Standing Orders and Scheme of Delegation.

1.2 These terms of reference, which must be published on the ICB website, set out the remit, responsibilities, membership and reporting arrangements of this Committee and may only be changed with the approval of the ICB Board. The Committee has no executive powers, other than those specifically delegated in these terms of reference.

1.3 The ICB has identified a set of guiding principles that shape everything we do:

- We will be ambitious for the people we serve and the staff we employ.
- The West Yorkshire partnership belongs to its citizens and to commissioners and providers, councils and NHS. We will build constructive relationships with communities, groups and organisations to tackle the wide range of issues which have an impact on health inequalities and people's health and wellbeing.
- We will do the work once – duplication of systems, processes and work should be avoided as wasteful and potential source of conflict.
- We will undertake shared analysis of problems and issues as the basis of taking action.
- We will apply subsidiarity principles in all that we do – with work taking place at the appropriate level and as near to local as possible.

1.4 The ICB has committed to behave consistently as leaders and colleagues in ways which model and promote our shared values:

- We are leaders of our organisation, our place and of West Yorkshire.
- We support each other and work collaboratively.
- We act with honesty and integrity, and trust each other to do the same.
- We challenge constructively when we need to.
- We assume good intentions; and
- We will implement our shared priorities and decisions, holding each other mutually accountable for delivery.

- 1.5 The Kirklees Health and Wellbeing Plan sets out the Kirklees Vision:
'No matter where they live, people in Kirklees live their lives confidently and responsibly, in better health, for longer and experience less inequality.
- 1.6 The Kirklees Health and Wellbeing Plan sets out the Kirklees Seven Outcomes:
- Children - children have the best start in life;
 - Healthy - people in Kirklees are as well as possible for as long as possible;
 - Achievement - people in Kirklees have aspiration and achieve their ambitions through education, training, employment and lifelong learning;
 - Safe & Cohesive - people in Kirklees live in cohesive communities, feel safe and are safe / protected from harm;
 - Economic - Kirklees has sustainable economic growth and provides good employment for and with communities and businesses;
 - Clean & Green – people in Kirklees experience a high quality, clean and green environment.
 - Independent - people in Kirklees live independently and have control over their lives;
- 1.7 The focus of the Kirklees Partnership approach is to:
- Work with nine local communities in Kirklees;
 - Focus on prevention and early intervention;
 - Empower people to stay independent;
 - Deliver high quality acute and specialist services;
 - Do work once, avoiding duplication and make sure things are strong-seamed; and
 - Commit to openness, transparency and involvement
- 1.8 The Kirklees Health and Wellbeing Plan sets out a number of priority areas:
- Tackling underlying causes
 - Creating communities where people can start well, live well and age well
 - Improving outcomes and experience
 - Creating integrated person-centred support for the most complex individuals
 - Using our assets to best effect
 - Developing our people to deliver the priorities and foster resilience
 - Developing estate to deliver high quality services that serve the needs of the local population
 - Harnessing digital solutions to make the lives of people easier

2. Membership

- 2.1 This part of the terms of reference describes the membership of the Kirklees ICB Committee. Further information about the criteria for the roles and how they are appointed is documented separately.

2.2 Core membership

2.2.1 Independent Members

- Chair
- 2 x independent members

2.2.2 Executive Members

- ICB Accountable Officer (Kirklees)
- ICB Kirklees Place finance lead
- ICB Kirklees Place quality lead

2.2.3 Clinical representative drawn from the Kirklees Clinical and Professional Forum

2.2.4 Partner Members

- 1 x Local Authority
- 2 x Primary Care (general practice)
- 1 x Calderdale & Huddersfield NHS Foundation Trust
- 1 x Mid Yorkshire Hospitals NHS Foundation Trust
- 1 x South West Yorkshire Partnership NHS Foundation Trust
- 1 x Community Services Provider
- 1 x VCSE (via Kirklees Third Sector Leaders)
- 1 x Healthwatch

2.3 Required attendees

- Chair of Health and Wellbeing Board
- Director of Public Health

2.4 ICB officers may request or be requested to attend the meeting when matters concerning their responsibilities are to be discussed or they are presenting a paper.

2.5 Any member of the ICB Board can be in attendance subject to agreement with the Chair.

3. Arrangements for the conduct of business

3.1 Chairing meetings

The meetings will be run by the chair. In the event of the chair of the committee being unable to attend all or part of the meeting, the remaining members of the committee should appoint a chair for the meeting.

3.2 Quoracy

No business shall be transacted unless at least 50% of the membership (which equates to 8 individuals) and including the following are present: at least 1 independent chair/member; at least 1 executive member; and at least 2 partner members.

For the sake of clarity:

- a) No person can act in more than one capacity when determining the quorum.
- b) An individual who has been disqualified from participating in a discussion on any matter and/or from voting on any motion by reason of a declaration of a conflict of interest, shall no longer count towards the quorum.

Members of the Committee may participate in meetings by telephone, video or by other electronic means where they are available and with the prior agreement of the Chair. Participation by any of these means shall be deemed to constitute presence in person at the meeting.

Members are normally expected to attend at least 75% of meetings during the year.

With the permission of the person presiding over the meeting, the Executive Members and the Partner Members of the Committee may nominate a deputy to attend a meeting of the Committee that they are unable to attend. The deputy may speak and vote on their behalf. The decision of the person presiding over the meeting regarding authorisation of nominated deputies is final.

3.3 Voting

In line with the ICB's Standing Orders, it is expected that decisions will be reached by consensus. Should this not be possible, each voting member of the Committee will have one vote, the process for which is set out below:

- a. All members of the committee who are present at the meeting will be eligible to cast one vote each. (For the sake of clarity, members of the committee are set out at paragraph 2.2; attendees and observers do not have voting rights.)
- b. Absent members may not vote by proxy. Attendance is defined as being present at the time of the vote but this does not preclude anyone attending by teleconference or other virtual mechanism from exercising their right to vote if eligible to do so.
- c. A resolution will be passed if more votes are cast for the resolution than against it.
- d. If an equal number of votes are cast for and against a resolution, then the Chair (or in their absence, the person presiding over the meeting) will have a second and casting vote.
- e. Should a vote be taken, the outcome of the vote, and any dissenting views, must be recorded in the minutes of the meeting.

The Kirklees Place Based Partnership Collaboration Agreement sets out a dispute resolution process.

3.4 Frequency of meetings

The Committee will normally meet bi-monthly.

The Chair may call an additional meeting at any time by giving not less than 14 calendar days' notice in writing to members of the Committee.

One third of the members of the Committee may request the Chair to convene a meeting by notice in writing, specifying the matters which they wish to be considered at the meeting, If the Chair refuses, or fails, to call a meeting within seven calendar days of such a request being presented, the Committee members signing the requisition may call a meeting by giving not less than 14 calendar days' notice in writing to all members of the Committee specifying the matters to be considered at the meeting.

In emergency situations the Chair may call a meeting with two days' notice by setting out the reason for the urgency and the decision to be taken.

3.5 Urgent decisions

In the case of urgent decisions and extraordinary circumstances, every attempt will be made for the Committee to meet virtually. Where this is not possible the following will apply:

- a) The powers which are delegated to the Committee, may for an urgent decision be exercised by the Chair of the Committee and Accountable Officer (Kirklees). If the Chair of the Committee is not an independent non-executive member, then such an individual must also be consulted.
- b) The exercise of such powers shall be reported to the next formal meeting of the Committee for formal ratification, where the Chair will explain the reason for the action taken, and the ICB Audit Committee for oversight.

3.6 Admission of the press and public

In accordance with Public Bodies (Admission to Meetings) Act 1960 all meetings of the ICB at which public functions are exercised will be open to the public. This includes the Committee.

The Committee may resolve to exclude the public from a meeting or part of a meeting where it would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons stated in the resolution and arising from the nature of that business or of the proceedings or for any other reason permitted by the Public Bodies (Admission to Meetings) Act 1960 as amended or succeeded from time to time.

The chair of the meeting shall give such directions as he/she thinks fit with regard to the arrangements for meetings and accommodation of the public and representatives of the press such as to ensure that the Committee's business shall be conducted without interruption and disruption.

As permitted by Section 1(8) Public Bodies (Admissions to Meetings) Act 1960 as amended from time to time) the public may be excluded from a meeting to suppress or prevent disorderly conduct or behaviour.

Matters to be dealt with by a meeting following the exclusion of representatives of the press, and other members of the public shall be confidential to the members of the Committee.

A public notice of the time and place of the meeting and how to access the meeting shall be given by posting it at the offices of the ICB body and electronically at least 7 calendar days before the meeting or, if the meeting is convened at shorter notice, then at the time it is convened.

The agenda and papers for meetings will be published electronically in advance of the meeting excluding, if thought fit, any item likely to be addressed in part of a meeting is not likely to be open to the public.

3.7 Declarations of interest

If any member has an interest, financial or otherwise, in any matter and is present at the meeting at which the matter is under discussion, he/she will declare that interest as early as possible and act in accordance with the ICB's Conflicts of Interests Policy. Subject to any previously agreed arrangements for managing a conflict of interest, the chair of the meeting will determine how a conflict of interest should be managed. The chair of the meeting may require the individual to withdraw from the meeting or part of it. The individual must comply with these arrangements, which must be recorded in the minutes of the meeting.

3.8 Support to the Committee

The Committee's lead manager is the ICB Accountable Officer (Kirklees).

Administrative support will be provided to the Committee by the ICB. This will include:

- Agreement of the agenda with the Chair in consultation with the Lead Manager, taking minutes of the meetings, keeping an accurate record of attendance, key points of the discussion, matters arising and issues to be carried forward.
- Maintaining an on-going list of actions, specifying members responsible, due dates and keeping track of these actions.
- Sending out agendas and supporting papers to members five working days before the meeting.
- Drafting minutes for approval by the Chair and ICB Lead Manager within five working days of the meeting and then distribute to all attendees following this approval within 10 working days.
- An annual work plan to be updated and maintained on a monthly basis.

4. Remit and responsibilities of the committee

The Kirklees ICB Committee has been provided with delegated authority to make decisions about the use of NHS resources in Kirklees, including the agreement of contracts for relevant services. The decisions reached are the decisions of the ICB, in line with the organisation's scheme of delegation.

5. Authority

- 5.1 The Committee is authorised to investigate any activity within its terms of reference. It is authorised to seek any information it requires within its remit, from any employee of the ICB and they are directed to co-operate with any such request made by the Committee.
- 5.2 The Committee is authorised to commission any reports or surveys it deems necessary to help it fulfil its obligations.
- 5.3 The Committee is authorised to obtain legal or other independent professional advice and secure the attendance of advisors with relevant expertise if it considers this is necessary. In doing, so, the Committee must follow procedures put in place by the ICB for obtaining legal or professional advice.
- 5.4 The Committee is authorised to create sub-committees or working groups as are necessary to fulfil its responsibilities within its terms of reference. The Committee may not delegate executive powers delegated to it within these terms of reference (unless expressly authorised by the ICB Board) and remains accountable for the work of any such group.

6. Reporting

- 6.1 The Committee shall submit its minutes to each formal ICB Board meeting.
- 6.2 The Kirklees ICB Accountable Officer shall draw to the attention of the ICB Board any significant issues or risks relevant to the ICB.
- 6.3 The Committee's minutes will be published on the ICB website once ratified.
- 6.4 The Committee shall submit an annual report to the ICB Audit Committee and the ICB Board.
- 6.5 The Committee will receive for information the minutes of other meetings which are captured in the Committee work plan e.g. sub-committees.

7. Conduct of the committee

- 7.1 All members will have due regard to and operate within the Constitution of the ICB, standing orders, standing financial instructions and other financial procedures.

- 7.2 Members must demonstrably consider the equality and diversity implications of decisions they make and consider whether any new resource allocation achieves positive change around inclusion, equality and diversity.
- 7.3 Members of the Committee will abide by the 'Principles of Public Life' (The Nolan Principles) and the NHS Code of Conduct.
- 7.4 The Committee shall agree an Annual Work Plan with the ICB Board.
- 7.5 The Committee shall undertake an annual self-assessment of its own performance against the annual plan, membership and terms of reference. This self-assessment shall form the basis of the annual report from the Committee.
- 7.6 Any resulting changes to the terms of reference shall be submitted for approval by the ICB Board.

SCHEDULE 3

Dispute Resolution Procedure

1. Avoiding and Solving Disputes

- 1.1 The Partners commit to working cooperatively to identify and resolve issues to the Partners' mutual satisfaction so as to avoid all forms of dispute or conflict in performing their obligations under this Agreement. Accordingly the Partners will look to collaborate and resolve differences under Clause 8 (*Problem Resolution and Escalation*) of this Agreement prior to commencing this procedure.
- 1.2 The Partners believe that by focusing on their agreed Objectives and Principles they are reinforcing their commitment to avoiding disputes and conflicts arising out of or in connection with the Partnership arrangements set out in this Agreement.
- 1.3 The Partners shall promptly notify each other of any dispute or claim or any potential dispute or claim in relation to this Agreement or the operation of the Partnership (each a '**Dispute**') when it arises.
- 1.4 In the first instance the relevant Partners' representatives shall meet with the aim of resolving the Dispute to the mutual satisfaction of the relevant Partners. If the Dispute cannot be resolved by the relevant Partners' representatives within 10 Operational Days of the Dispute being referred to them, the Dispute shall be referred to senior officers of the relevant Partners, such senior officers not to have had direct day-to-day involvement in the matter and having the authority to settle the Dispute. The senior officers shall deal proactively with any Dispute on a Best for Kirklees basis in accordance with this Agreement so as to seek to reach a unanimous decision.
- 1.5 The Partners agree that the senior officers may, on a Best for Kirklees basis, determine whatever action it believes is necessary including the following:
 - 1.5.1 If the senior officers cannot resolve a Dispute, they may agree by consensus to select an independent facilitator to assist with resolving the Dispute; and
 - 1.5.2 The independent facilitator shall:
 - (i) be provided with any information he or she requests about the Dispute;
 - (ii) assist the senior officers to work towards a consensus decision in respect of the Dispute;
 - (iii) regulate his or her own procedure;

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

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

- (i) terminate this Agreement in accordance with Clause 14.4.1; or
- (ii) agree that the Dispute need not be resolved.



Name of meeting: Cabinet
Date: 14 June 2022
Title of report: Corporate IT Capital Refresh Budget 2022-2025

Purpose of report:

To seek approval for capital expenditure of £900k pa to support the delivery of the Technology Strategy and the ongoing refresh of technology across the council.

Key Decision - Is it likely to result in spending or saving £250k or more, or to have a significant effect on two or more electoral wards?	Yes- Spend in excess of £250k per annum.
Key Decision - Is it in the <u>Council's Forward Plan (key decisions and private reports)?</u>	Key Decision – Yes Private Report/Private Appendix – No
The Decision - Is it eligible for call in by Scrutiny?	Yes
Date signed off by <u>Strategic Director</u> & name	Rachel Spencer-Henshall - Strategic Director for Corporate Strategy, Commissioning and Public Health - 23 May 2022
Is it also signed off by the Service Director for Finance?	Eamonn Croston - Service Director Finance – 17 March 2022
Is it also signed off by the Service Director for Legal Governance and Commissioning?	Julie Muscroft – Service Director Legal, Governance and Commissioning – 17 March 2022
Cabinet member portfolio	Councillor Paul Davies – Cabinet Portfolio Holder for Corporate

Electoral wards affected: All Wards

Ward councillors consulted: N/A

Public or private: Public

Has GDPR been considered? Yes

1. Summary

To seek approval for capital expenditure of £900k pa to support the delivery of the Technology Strategy, the ongoing refresh of technology across the council and to support the council's recovery.

The capital is profiled over five years to invest in devices for staff, data storage, server processing, networks and cyber security. Any additional one-off capital will be bid for on an as and when basis for significant investments to support the delivery of the Technology Strategy, such as the planned upgrade of the corporate network to support hybrid working and to improve our physical cyber and recovery devices.

2. Information required to take a decision

The Technology Strategy laid out our ambitions and plans for the next five years as follows:

- Getting the basics right
We will provide the right tools and technology for people to efficiently and effectively do their job requiring little intervention from the IT service, ensuring their needs are at the heart of the service we deliver.
- Enabling resilient and available infrastructure
We will develop an internet first approach for partnership working built on highly-available, ultrafast connectivity with resilient services in key locations across Kirklees.
- Commissioning applications fit for the future
We will collaborate with services in their redesign and transformation, rationalising the applications and enabling the efficiency of business processes designed around the needs of people.
- Using data intelligently and securely
We will ensure the accurate, secure and timely collection of data to derive intelligence and value for the council and partners and empower people to make informed decisions.
- Developing inclusive technology and skills
Working with partners across sectors, we will invest in new technology and skills to develop a digitally capable workforce and improve skills and opportunities for residents to support them in the internet age.
- Connecting people, business and technology
We will facilitate significant infrastructure investment across Kirklees to support business growth, inclusive connectivity for people and wide-ranging capabilities via internet connected devices.
- Delivering class leading internet services
We will create and deliver class leading services designed around the people that use them, in ways that meet the needs and expectations of the internet age.

We will invest in the following areas over the next five years:

- Replacing 6500 laptops on a rolling annual basis to fully support hybrid working;
- Upgrading core infrastructure, networks, storage area networks and servers for greater resilience and capacity for data intelligence;
- Invest in Dewsbury town centre connectivity for greater resilience and cyber protection and opportunity to attract investment along key network routes;
- Develop new services in communities and places across Kirklees to support new ways of working to support people connecting to the internet across Kirklees;
- Research and develop new internet connected technology to help deliver the council's outcomes using a mixture of best effort technology and low latency high volume wireless networks.

3. Implications for the Council

3.1 Working with People

We will continue to invest capital in technology that supports our communities by working closely with partners and the voluntary sector through our Digital Inclusion Partnership.

3.2 Working with Partners

We work closely with partners including the NHS, the University, Kirklees College and the voluntary sector to ensure the technology we invest in has an impact far wider than just the provision of council services.

3.3 Place Based Working

We will actively be supporting 'transforming the way we work' to ensure we have technology and access across Kirklees.

3.4 Climate Change and Air Quality

Every technology refresh brings with it lower power consumption and reduced physical production need. This has a positive impact on the supply chain and power consumption across the council. For example, mechanical cooling has not been required in our data centre for a long period of time because power consumption and heat production has reduced significantly.

3.5 Improving outcomes for children

The capital refresh budget is used to procure security devices for the 130 schools that take network services from us. Larger direct investments such as the provision of equipment for school pupils is bid for separately.

3.6 Other (eg Legal/Financial or Human Resources) Consultees and their opinions

The capital investment of £900k per annum is funded from prudential borrowing and self-funded and the associate funding included in the IT revenue budget.

3.7 Financial Implications for the residents of Kirklees

There are no financial implications for the residents of Kirklees.

4. Consultees and their opinions

Executive Team in respect of the Technology Strategy
Modern Organisation Board

5. Next steps and timelines

Commit the capital to the IT Budget.

6. Officer recommendations and reasons

- That the five year capital plan be approved of £900k per annum and be covered by prudential borrowing.
- That cabinet delegate authority to the Head of Technology to make relevant decisions and actions in accordance with the council's financial procedure rules, for the 5 year life of the capital plan.

7. Cabinet Portfolio Holder's recommendations

Cllr Paul Davies recommended the decision be delegated.

8. Contact officer

Terence Hudson, Head of Technology.

9. Background Papers and History of Decisions

Previous decision taken 4 April 2017 on a five year cycle.

10. Service Director responsible

Rachel Spencer Henshall, Strategic Director for Corporate Strategy, Commissioning and Public Health