

HEART OF ENGLAND NHS FOUNDATION TRUST

BOARD OF DIRECTORS

MONDAY 24 OCTOBER 2016

Title: Application for Distressed Finance Loan							
From: Interim Director of Finance				To: Board of Directors (24 October 2016)			
The Report is being provided for:							
Decision	Y	Discussion	Y	Assurance	N	Endorsement	N
Purpose:							
<p>The Trust will require financial support before the end of the financial year from the Department of Health distressed financing regime. This paper sets out the key terms of the loan agreement which the Trust would be signing up to.</p>							
Key points/Summary:							
<ul style="list-style-type: none"> • The Trusts cash balance was £23.2m as at 30 September 2016 • Cash forecasting shows that the Trust will move into an overdraft towards the end of December with a more sustained overdraft requirement beginning on 4 January 2017 • Lowest cash balance in January 2017 of (£7.5m), in February 2017 of (£13.6m) and in March 2017 of (£11.0m) overdraft 							
Recommendation(s):							
<p>The Board of Directors is requested to:</p> <ul style="list-style-type: none"> • Approve the terms, and transactions contemplated, associated with the loan agreement up to a value of £16.6m • Approve the delegation of the authority to execute the loan agreement to the Interim Director of Finance • Approve the delegation of the authority to sign and/or despatch all documents and notices (including Utilisation Request) in connection with the loan agreement to the Interim Director of Finance • Confirm the Trusts undertaking to comply with the Additional Terms and Conditions as set out in Schedule 8 of the agreement 							
Assurance Implications:							
Board Assurance Framework	Y	BAF Risk Reference No.					
Performance KPIs year to date	Y	Resource/Assurance Implications (e.g. Financial/HR)				Y	
Information Exempt from Disclosure	N	If yes, reason why. Financial					
Identify any Equality & Diversity issues		N/A					
Which Committees has this paper been to? (e.g. AC, QC, etc.)							
None							

HEART OF ENGLAND NHS FOUNDATION TRUST

BOARD OF DIRECTORS

MONDAY 24 OCTOBER 2016

APPLICATION FOR DISTRESSED FINANCE LOAN

PRESENTED BY THE INTERIM DIRECTOR OF FINANCE

1. Introduction

This report covers the process for the Trust to receive cash support for revenue expenditure from the Department of Health under the Distressed Finance regime.

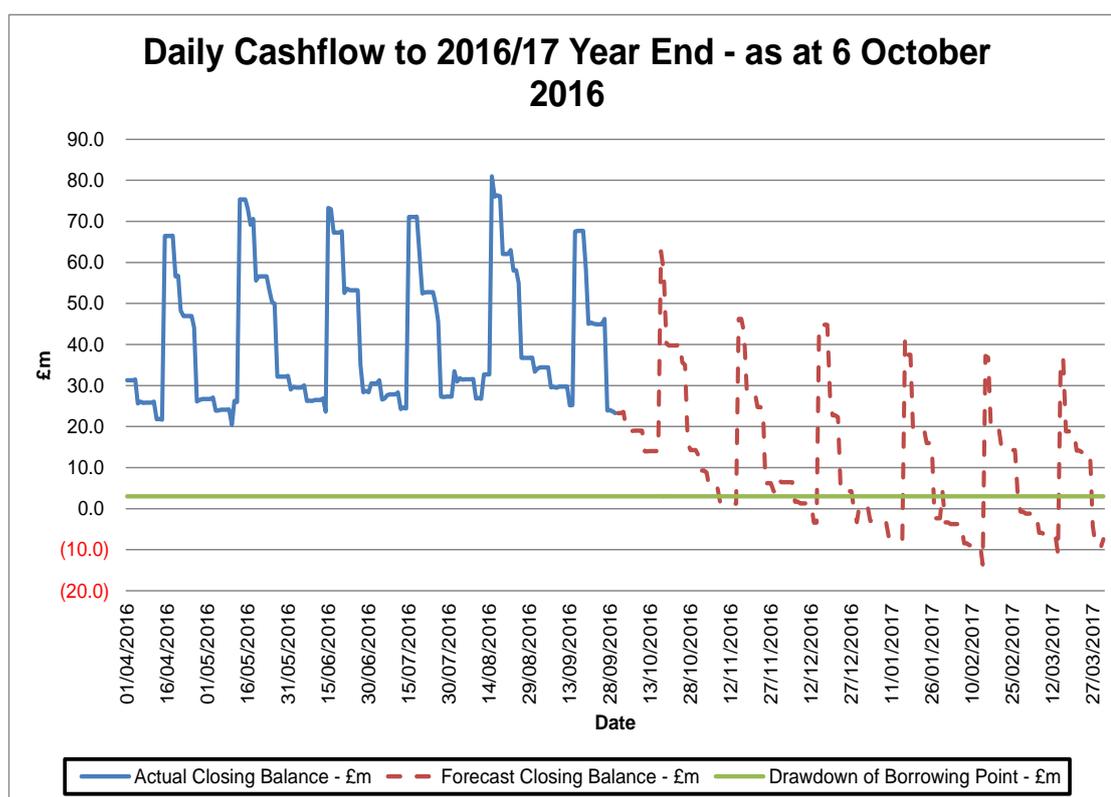
As reported in the month 6 Finance Report, the cash balance at the end of September is £23.2m compared to a planned overdraft of (£0.1m) at this point, a favourable movement of £23.3m. The previously introduced cash management initiatives are continuing and it is anticipated that the need for interim revenue support (Distressed Finance) can be pushed back to early January.

In order to access revenue support the Trust will be required to sign up to and follow a standard loan agreement. This paper outlines the requirement for the interim support, the main terms of the loan agreement and the process for accessing the cash funds.

2. Cashflow Forecast

As shown in table 1 below, the current cash flow forecast anticipates that the Trust will move into overdraft for 2 days during December but with a reduced supplier payment during the early part of the month this can be avoided. With tight management of these payment runs the cash flow forecasting indicates that the need for interim revenue support can be pushed back to the beginning of the 2017 calendar year.

Table 1: Daily Cashflow Forecasting as at 6 October



This cash flow forecast shows that the lowest cash balance point is (£7.5m) in January 2017 and (£13.6m) in February 2017 with a year-end balance of (£7.5m). Therefore the Trust needs to obtain support to cover its liabilities during this period.

3. Loan Agreement

3.1 Terms of the Agreement

The Trust has been discussing the requirement for revenue support with NHS Improvement (NHSI) for a number of months and they have agreed to support the Trust's application for distressed financing through an agreement with the Secretary of State for a Single Currency Interim Revenue Support Facility Agreement.

This is a standard agreement (attached as Appendix 2) with the following main terms:

- A facility amount will be set which is the total amount of support required in the financial year. This will be embedded within the agreement and cash draw downs will not be able to exceed this amount. This would be set out in schedule 3 of the loan agreement alongside the minimum cash balance the Trust is expected to hold (expected to be £3m) and the maximum cash balance (expected to be £20m) it can have before it is required to repay amounts borrowed.
- The interest rate is 3.5% per year, calculated for each draw down for an interest period of 6 months, and payable in arrears. The first interest payment will be due 6 months from the date of the first cash drawn and

will then be due every six months becoming the Interest Payment Dates. For subsequent draws of cash, the first interest payment will be made on the next available interest payment date.

- The Trust needs to submit all of the required documents before any funding can be drawn down and is required to complete a standard form (the Utilisation Request - schedule 2 of the loan agreement) to access funds.
- Each time the Trust draws down cash it is required to provide a 13 week cash flow (already provided to NHSI on a weekly basis).
- Only one draw down can be made per month, on the Monday preceding the 18th day of the month. Payments are made directly into the Trust's bank account.
- Repayment will commence when the cash balance between the 18th of the month and 18th of the following month is greater than the maximum cash balance allowed (expected to be £20m) for the whole of that period.
- Each month a set of financial statements must be submitted that are prepared in accordance with NHSI standards and guidance and are signed by a member of the Board as representative of the financial position of the Trust at that date.
- The Trust must send information to the Secretary of State when there are any changes to the licence conditions, any breaches of the Compliance Framework or other significant changes to the Trust.
- The Trust must comply with the other conditions set out in schedule 8 of the loan agreement which support a number of centrally driven initiatives to drive cost reduction, efficiency and income maximisation. These are summarised in Appendix 1.

The Board of Directors is required to confirm that the Trust will comply with these conditions.

3.2 Value of Loan

It is expected that the loan agreement would be signed for £16.6m for the 2016/17 financial year. The Trusts lowest cash balance during 2016/17 is anticipated to (£13.6m) overdraft so because of the minimum requirement to hold a £3.0m cash buffer, the Trust is anticipating making a request for a total facility of £16.6m. The annual cost of this loan is anticipated to be £0.6m.

The Board is requested to approve the loan value of up to £16.6m.

The Board is asked to approve the delegation of the authority for signing the loan agreement to the Interim Director of Finance.

3.3 Draw Down Process

Once the agreement has been signed there is a monthly timetable set by NHSI to access the funds, known as utilisation, as shown in table 2 below.

Table 2: Monthly Utilisation Schedule

Utilisation date	Indicative application/document submission deadline	Indicative Distressed Finance assurance deadline
12 Dec 2016	14 Nov 2016	16 Nov 2016
16 Jan 2017	14 Dec 2016	16 Dec 2016
13 Feb 2017	16 Jan 2017	18 Jan 2017
13 Mar 2017	13 Feb 2017	15 Feb 2017

The earliest possible date for accessing cash support is the 12 December 2016 which relies on the application being made by the 14 November 2016. As part of this application process, there are a number of schedules that will need to be completed in advance of this deadline.

The Board of Directors is asked to approve the delegation of authority to submit the loan application to the Interim Director of Finance.

The Board of Directors is also asked to approve the delegation of authority to authorise the Utilisation Request forms (schedule 2 of the loan agreement) to the Interim Director of Finance.

4. Recommendations

The Board of Directors is requested to:

- Approve the terms, and transactions contemplated, associated with the loan agreement up to a value of £16.6m
- Approve the delegation of the authority to execute the loan agreement to the Interim Director of Finance
- Approve the delegation of the authority to sign and/or despatch all documents and notices (including Utilisation Request) in connection with the loan agreement to the Interim Director of Finance
- Confirm the Trusts undertaking to comply with the Additional Terms and Conditions as set out in Schedule 8 of the agreement

Julian Miller
Interim Director of Finance
18 October 2016

Appendix 1: Schedule 8 Requirements – Additional Terms and Conditions

There are a number of requirements in schedule 8 of the loan agreement that in signing the loan agreement the Trust is agreeing to take part in. These are centrally driven programmes and the Trust will be required to provide evidence within 6 months of the signing of the agreement that it has taken part in these initiatives.

These include that the Trust:

- Will stay within the capital and revenue limits agreed with NHSI.
- Will comply with nursing agency spending rules established by Department of Health.
- Will not procure consultancy services in excess of £50k without the prior approval of NHSI.
- Will comply with NHSI and Department of Health issued guidance relating to very senior manager pay, including the off payroll arrangements review, consultation on directors paid in excess of £142k and redundancy payments.
- Will review estates costs and surplus land to minimise costs and maximise cash revenue respectively.
- Will use Procure 21+ for new capital cases.
- Will review whether cost reductions can be delivered by using the Shared Business Services model.
- Will review the potential use of an outsourced bank staff provider.
- Will send procurement information to the lender for comparison annually and take action on potential savings areas and review centrally driven procurement contracts for savings opportunities.
- Will provide information on its chargeable and EAA patients and help improve the reporting process.

DATED

2015

[REDACTED]
(as Borrower)

and

THE SECRETARY OF STATE FOR HEALTH
(as Lender)

£[REDACTED]

**SINGLE CURRENCY INTERIM REVOLVING WORKING CAPITAL SUPPORT
FACILITY AGREEMENT**

REF NO: [REDACTED]

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THIS AGREEMENT is dated 2015 and made between:

- (1) [REDACTED] of, **XXXX** (the "**Borrower**" which expression shall include any successors in title or permitted transferees or assignees); and
- (2) **THE SECRETARY OF STATE FOR HEALTH** as lender (the "**Lender**" which expression shall include any successors in title or permitted transferees or assignees).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"**Account**" means the Borrower's account held with the Government Banking Service.

"**Act**" means the National Health Service Act 2006 as amended from time to time.

"**Additional Terms and Conditions**" means the terms and conditions set out in Schedule 8.

"**Agreed Purpose**" means working capital expenditure for use only if it has insufficient working capital available as set out under the Terms of this Agreement, to maintain the provision of the Borrower's services in its capacity as an NHS Body.

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Available Facility**" means the Facility Amount less:

- (A) all outstanding Loans; and
- (B) in relation to any proposed Utilisation, the amount of any Loan that is due to be made on or before the proposed Utilisation Date.

"**Availability Period**" means two years from and including the date of this Agreement. The Availability Period may be extended, at the Borrower's option, subject to no outstanding Event of Default. Any extension can be for a period of up to twelve months, subject to the Availability Period expiring no later than the Final Repayment Date.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general banking business in London.

"**Capital Limit**" means the overall maximum net inflow/outflow from investing activities incurred by the Borrower as set by the Lender for any relevant financial year

"**Cash Balance**" means the Borrower's available cash balances, whether held within the Government Banking Service or otherwise, for a period from the Utilisation Date to the Monday preceding the 18th day of the following Month.

"**Cashflow Forecast**" means the Borrower's current rolling 13 week cashflow forecast in a form to be agreed with the Lender from time to time (and as prepared on behalf of the Borrower's Board). The forecast must include all utilisations and proposed utilisations under any agreement with the Lender for the relevant period.

"**Compliance Framework**" means the relevant Supervisory Body's frameworks and/or any replacement to such frameworks for monitoring and assessing NHS Bodies and their compliance with any consents, permissions and approvals.

"Dangerous Substance" means any natural or artificial substance (whether in a solid or liquid form or in the form of a gas or vapour and whether alone or in combination with any such other substance) capable of causing harm to the Environment or damaging the Environment or public health or welfare including any noxious, hazardous, toxic, dangerous, special or controlled waste or other polluting substance or matter.

"Default" means an Event of Default or any event or circumstance specified in Clause 18 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

"Default Rate" means the official bank rate (also called the Bank of England base rate or BOEBR) plus 300 basis points per annum.

"Deficit Limit" means the Surplus/Deficit outturn for the Borrower set by the Lender for any relevant financial year before impairments and transfers.

"Environment" means the natural and man-made environment and all or any of the following media namely air (including air within buildings and air within other natural or man-made structures above or below ground), water (including water under or within land or in drains or sewers and inland waters), land and any living organisms (including humans) or systems supported by those media.

"Environmental Claim" means any claim alleging liability whether civil or criminal and whether actual or potential arising out of or resulting from the presence at on or under property owned or occupied by the Borrower or presence in or escape or release into the environment of any Dangerous Substance from any such property or in circumstances attributable to the operation of the Borrower's activities or any breach of any applicable Environmental Law or any applicable Environmental Licence.

"Environmental Law" means all statutes, instruments, regulations, orders and ordinances (including European Union legislation, regulations, directives, decisions and judgements applicable to the United Kingdom) being in force from time to time and directly enforceable in the United Kingdom relating to pollution, prevention thereof or protection of human health or the conditions of the Environment or the use, disposal, generation, storage, transportation, treatment, dumping, release, deposit, burial, emission or disposal of any Dangerous Substance.

"Environmental Licence" shall mean any permit, licence, authorisation, consent or other approval required by any Environmental Law or the Planning (Hazardous Substances) Act 1990.

"Event of Default" means any event or circumstance specified as such in Clause 18 (*Events of Default*).

"Facility" means the working capital facility made available under this Agreement as described in Clause 2 (*The Facility*).

"Facility Amount" means the amount set out in Schedule 3 as may be amended from time to time.

"Final Repayment Date" means the [REDACTED], as may be amended from time to time by the Lender.

"Finance Documents" means:

- (A) this Agreement; and
- (B) any other document designated as such by the Lender and the Borrower.

"Financial Indebtedness" means any indebtedness for or in respect of:

- (A) moneys borrowed;
- (B) any amount raised by acceptance under any acceptance credit facility;
- (C) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (D) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with any applicable Audit Code for NHS Bodies, any applicable Manual for Accounts for NHS Bodies and Annual Report Guidance for NHS Bodies, be treated as a finance or capital lease;
- (E) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (F) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (G) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (H) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (I) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (A) to (H) above.

"Government Banking Service" means the body established in April 2008 being the banking shared service provider to government and the wider public sector incorporating the Office of HM Paymaster General (OPG).

"Interest Payment Date" means the last day of an Interest Period.

"Interest Period" means, in relation to a Loan, the period determined in accordance with Clause 9 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with Clause 8.3 (*Default interest*).

"Interest Rate" means 3.5% per annum.

"Licence" means the licence issued by Monitor to any person who provides a health care service for the purposes of the NHS.

"Limits" means the Deficit Limit and/or the Capital Limit where set out in the Finance Document

"Loan" means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan.

"Material Adverse Effect" means a material adverse effect on:

- (A) the business or financial condition of the Borrower;
- (B) the ability of the Borrower to perform any of its material obligations under any Finance Document;
- (C) the validity or enforceability of any Finance Document; or

(D) any right or remedy of the Lender in respect of a Finance Document.

“Maximum Cash Balance” shall be the amount defined in Schedule 3

“Minimum Cash Balance” shall be the amount defined in Schedule 3

“Monitor” means the sector regulator for health care services in England or any successor body to that organisation

"Month" means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

- (A) (subject to paragraph (C) below) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;
- (B) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and
- (C) if a period begins on the last Business Day of a calendar month, that period shall end on the last Business Day in the calendar month in which that period is to end,

provided that the above rules will only apply to the last Month of any period.

“NHS Body” means either an NHS Trust or an NHS Foundation Trust , or any successor body to that organisation.

“NHS Trust Development Authority” means the body responsible for monitoring the performance of NHS Trusts and providing assurance of clinical quality, governance and risk in NHS Trusts, or any successor body to that organisation;

"Original Financial Statements" means a certified copy of the audited financial statements of the Borrower for the financial year ended [REDACTED].

"Participating Member State" means any member state of the European Communities that adopts or has adopted the euro as its lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union.

"Party" means a party to this Agreement.

"Permitted Security" means:

- (A) normal title retention arrangements arising in favour of suppliers of goods acquired by the Borrower in the ordinary course of its business or arising under conditional sale or hiring agreements in respect of goods acquired by the Borrower in the ordinary course of its business;
- (B) liens arising by way of operation of law in the ordinary course of business so long as the amounts in respect of which such liens arise are not overdue for payment;
- (C) any existing Security listed in Schedule 7;
- (D) any Security created or outstanding with the prior written consent of the Lender; and
- (E) any other Security securing in aggregate not more than £150,000 at any time.

"Relevant Consents" means any authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration of whatsoever nature necessary or appropriate to

be obtained for the purpose of entering into and performing the Borrower's obligations under the Finance Documents.

"Relevant Percentage" means in respect of each Repayment Date, the percentage figure set opposite such Repayment Date in the Repayment Schedule.

"Repayment Date" means the repayment date set out in Schedule 6 (*Repayment Schedule*).

"Repayment Instalment" means each instalment for the repayment of the Loan referred to in Clause 6.2.

"Repayment Schedule" means the repayment schedule set out in Schedule 6 (*Repayment Schedule*).

"Repeating Representations" means each of the representations set out in Clause 14 (*Representations*) other than those under Clauses 14.9, 14.10, 14.12.2 and 14.16.2.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Supervisory Body" means either the NHS Trust Development Authority and/or Monitor.

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"Tax Deduction" means a deduction or withholding for or on account of Tax from a payment under a Finance Document.

"Test Date" means the Utilisation Date and each Interest Payment Date.

"Unpaid Sum" means any sum due and payable but unpaid by the Borrower under the Finance Documents.

"Utilisation" means a utilisation of the Facility.

"Utilisation Date" means the date of a Utilisation, on which a drawing is to be made under the Facility, such date to be the Monday preceding the 18th day of any month.

"Utilisation Request" means a notice substantially in the form set out in Schedule 2 (*Utilisation Request*).

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and other tax of a similar nature, whether imposed in the UK or elsewhere.

1.2 Construction

1.2.1 Unless a contrary indication appears, any reference in any Finance Document to:

- (A) the **"Lender"**, the **"Borrower"** the **"Supervisory Body"** or any **"Party"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- (B) **"assets"** includes present and future properties, revenues and rights of every description;
- (C) a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended or novated;

- (D) **"indebtedness"** shall be construed so as to include any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (E) a **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- (F) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (G) **"repay"** (or any derivative form thereof) shall, subject to any contrary indication, be construed to include **"prepay"** (or, as the case may be, the corresponding derivative form thereof);
- (H) a provision of law is a reference to that provision as amended or re-enacted;
- (I) a time of day is a reference to London time; and
- (J) the word **"including"** is without limitation.

1.2.2 Section, Clause and Schedule headings are for ease of reference only.

1.2.3 Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.

1.2.4 A Default (other than an Event of Default) is **"continuing"** if it has not been remedied or waived and an Event of Default is **"continuing"** if it has not been waived or remedied to the satisfaction of the Lender.

1.3 **Third party rights**

1.3.1 Except as provided in a Finance Document, the terms of a Finance Document may be enforced only by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

1.3.2 Notwithstanding any provision of any Finance Document, the Parties to a Finance Document do not require the consent of any third party to rescind or vary any Finance Document at any time.

2. **THE FACILITY**

2.1 Subject to the terms of this Agreement, the Lender makes available to the Borrower a sterling revolving working capital facility in an aggregate amount equal to the Facility Amount.

2.2 The Facility shall be utilised by the Borrower for the purposes of and/or in connection with its functions as an NHS Body.

3. PURPOSE

3.1 Purpose

The Borrower shall apply all Loans towards financing or refinancing the Agreed Purpose.

3.2 Pending application

Without prejudice to Clause 3.1 (*Purpose*), pending application of the proceeds of any Loan towards financing or refinancing the Agreed Purpose, the Borrower may deposit such proceeds in the Account.

3.3 Monitoring

The Lender is not bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4. CONDITIONS OF UTILISATION

4.1 Initial conditions precedent

The Borrower may not deliver the first Utilisation Request unless the Lender has received all of the documents and other evidence listed in Schedule 1 (*Conditions precedent*) in form and substance satisfactory to the Lender or to the extent it has not received the same, it has waived receipt of the same. The Lender shall notify the Borrower promptly upon being so satisfied.

4.2 Further conditions precedent

The Lender will only be obliged to comply with a Utilisation Request if on the date of the Utilisation Request and on the proposed Utilisation Date:

- 4.2.1 No Event of Default might reasonably be expected to result from the making of an Utilisation other than those of which the Lender and Borrower are aware;
- 4.2.2 the Repeating Representations to be made by the Borrower with reference to the facts and circumstances then subsisting are true in all material respects; and,
- 4.2.3 the Borrower has provided to the Lender its most recent 13 week cash flow forecast, together with any other information that may from time to time be required.

5. UTILISATION

5.1 Utilisation

5.1.1 The Borrower may take Loans from time to time hereunder, subject to receipt by the Lender from the Borrower, of a Utilisation Request in accordance with this Agreement and an appropriate Cashflow Forecast.

5.1.2 The Utilisation Request must be for an amount not greater than the amount specified under Clause 5.4.2.

5.2 Delivery of a Utilisation Request

The Borrower may utilise the Facility by delivery to the Lender of a duly completed Utilisation Request not later than 11.00 a.m. five Business Days before the proposed Utilisation Date unless otherwise agreed.

5.2.1 The Borrower may only issue one Utilisation Request per Month unless otherwise agreed.

5.3 Completion of a Utilisation Request

The Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:

- (A) the proposed Utilisation Date is a Business Day within the Availability Period; and
- (B) the currency and amount of the Utilisation comply with Clause 5.4 (*Currency and amount*).

5.4 Currency and amount

5.4.1 The currency specified in the Utilisation Request must be sterling.

5.4.2 The amount of each proposed Loan must be an amount which is not more than the amount required to maintain a Cash Balance equivalent to the Minimum Cash Balance for a period from the Utilisation Date to the Monday preceding the 18th day of the following Month

5.4.3 The amount of each proposed Loan must be an amount which is not more than the Available Facility and which is a minimum of £150,000 or, if less, the Available Facility.

5.5 Payment to the Account

The Lender shall pay each Loan:

5.5.1 by way of credit to the Account and so that, unless and until the Lender shall notify the Borrower to the contrary, the Lender hereby consents to the withdrawal by the Borrower from the Account of any amount equal to the relevant Loan provided that any sums so withdrawn are applied by the Borrower for the purposes for which the relevant Loan was made;

5.5.2 if the Lender so agrees or requires, on behalf of the Borrower directly to the person to whom the relevant payment is due as specified in the relevant Utilisation Request; or

5.5.3 in such other manner as shall be agreed between the Lender and the Borrower.

6. PAYMENTS AND REPAYMENT

6.1 Payments

6.1.1 The Borrower shall make all payments payable under the Finance Documents without any Tax Deductions, unless a Tax Deduction is required by law.

6.1.2 The Borrower shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Lender accordingly.

6.1.3 If a Tax Deduction is required by law to be made by the Borrower, the amount of the payment due from the Borrower shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

6.1.4 If the Borrower is required to make a Tax Deduction, the Borrower shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

- 6.1.5 Within thirty days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Borrower shall deliver to the Lender evidence reasonably satisfactory to the Lender that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

6.2 **Repayment**

- 6.2.1 The Borrower shall repay each Loan and all other amounts outstanding under the Finance Documents in full on the Repayment Date; and
- 6.2.2 Where the available Cash Balance is greater than the Maximum Cash Balance for the period from the Monday preceding the 18th day of any Month to the Monday preceding the 18th day of the following month, the borrower shall additionally repay the lesser of the minimum amount by which the Cash Balance exceeds the Maximum Cash Balance during this period or, the aggregate of each Loan and all other amounts outstanding under the Finance Documents.

6.3 **Re-borrowing**

The Borrower may re-borrow any part of the Facility which is repaid or prepaid.

7. **PREPAYMENT AND CANCELLATION**

7.1 **Illegality**

If it becomes unlawful in any applicable jurisdiction for the Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain all or any part of the Loans:

- 7.1.1 the Lender shall promptly notify the Borrower upon becoming aware of that event;
- 7.1.2 upon the Lender notifying the Borrower, the Available Facility will be immediately cancelled; and
- 7.1.3 the Borrower shall repay such Loans on the last day of the Interest Period for Loans occurring after the Lender has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Borrower (being no earlier than the last day of any applicable grace period permitted by law).

7.2 **Voluntary cancellation**

The Borrower may, if it gives the Lender not less than seven days' (or such shorter period as the Lender may agree) and not more than fourteen days' prior notice, cancel the whole or any part (being a minimum amount of £100,000) of the Facility Amount.

7.3 **Voluntary prepayment of Loans**

The Borrower may, if it gives the Lender not less than seven days' (or such shorter period as the Lender may agree) and not more than thirty days' prior notice, prepay the whole or any part of any Loan (but, if in part, being an amount that reduces the amount of the Loan by a minimum amount of £250,000).

7.4 **Restrictions**

- 7.4.1 Any notice of cancellation or prepayment given by any Party under this Clause 7 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.

7.4.2 Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid without premium or penalty.

7.4.3 The Borrower shall not repay or prepay all or any part of the Loan or cancel all or any part of the Available Facility except at the times and in the manner expressly provided for in this Agreement.

7.4.4 No amount of the Available Facility cancelled under this Agreement may be subsequently reinstated.

7.5 **Automatic Cancellation**

At the end of the Availability Period the undrawn part of the Available Facility will be cancelled.

8. **INTEREST**

8.1 **Calculation of interest**

The rate of interest on each Loan for each Interest Period is the Interest Rate.

8.2 **Payment of interest**

The Borrower shall pay accrued interest on each Loan on the last day of each Interest Period.

8.3 **Default interest**

8.3.1 If the Borrower fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on Unpaid Sums from the due date up to the date of actual payment (both before and after judgment) at the Default Rate. Any interest accruing under this Clause 8.3 shall be immediately payable by the Borrower on demand by the Lender.

8.3.2 Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

9. **INTEREST PERIODS**

9.1 **Interest Payment Dates**

The Interest Period for each Loan shall be six Months, provided that any Interest Period which begins during another Interest Period shall end at the same time as that other Interest Period (and, where two or more such Interest Periods expire on the same day, the Loans to which those Interest Periods relate shall thereafter constitute and be referred to as one Loan).

9.2 **Shortening Interest Periods**

If an Interest Period would otherwise overrun the relevant Repayment Date, it shall be shortened so that it ends on the relevant Repayment Date.

9.2A **Payment Start Date**

Each Interest Period for a Loan shall start on the Utilisation Date or (if already made) on the last day of its preceding Interest Period.

9.3 **Non-Business Days**

If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

9.4 **Consolidation of Loans**

If two or more Interest Periods end on the same date, those Loans will be consolidated into and be treated as a single Loan on the last day of the Interest Period.

10. **NOT USED**

11. **INDEMNITIES**

11.1 **Currency indemnity**

11.1.1 If any sum due from the Borrower under the Finance Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

- (A) making or filing a claim or proof against the Borrower;
- (B) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Borrower shall as an independent obligation, within five Business Days of demand, indemnify the Lender against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

11.1.2 The Borrower waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

11.2 **Other indemnities**

The Borrower shall, within five Business Days of demand, indemnify the Lender against any cost, loss or liability incurred by the Lender as a result of:

- 11.2.1 the occurrence of any Event of Default;
- 11.2.2 a failure by the Borrower to pay any amount due under a Finance Document on its due date;
- 11.2.3 funding, or making arrangements to fund, all or any part of the Loans requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by the Lender alone); or
- 11.2.4 the Loans (or part of the Loans) not being prepaid in accordance with a notice of prepayment given by the Borrower.

11.3 **Indemnity to the Lender**

The Borrower shall promptly indemnify the Lender against any cost, loss or liability incurred by the Lender (acting reasonably) as a result of:

- 11.3.1 investigating any event which it reasonably believes is a Default; or
- 11.3.2 acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised.

11.4 **Environmental indemnity**

The Borrower shall promptly indemnify the Lender within five Business Days of demand in respect of any judgments, liabilities, claims, fees, costs and expenses (including fees and disbursements of any legal, environmental consultants or other professional advisers) suffered or incurred by the Lender as a consequence of the breach of or any liability imposed under any Environmental Law with respect to the Borrower or its property (including the occupation or use of such property).

12. **MITIGATION BY THE LENDER**

12.1 **Mitigation**

12.1.1 The Lender shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to Clause 7.1 (Illegality) including transferring its rights and obligations under the Finance Documents to another entity owned or supported by the Lender.

12.1.2 Clause 12.1.1 does not in any way limit the obligations of the Borrower under the Finance Documents.

12.2 **Limitation of liability**

12.2.1 The Borrower shall indemnify the Lender for all costs and expenses reasonably incurred by the Lender as a result of steps taken by it under Clause 12.1 (Mitigation).

12.2.2 The Lender is not obliged to take any steps under Clause 12.1 (Mitigation) if, in its opinion (acting reasonably), to do so might be prejudicial to it.

13. **COSTS AND EXPENSES**

13.1 **Enforcement costs**

The Borrower shall, within three Business Days of demand, pay to the Lender the amount of all costs and expenses (including legal fees) incurred by the Lender in connection with the enforcement of, or the preservation of any rights under, any Finance Document.

14. **REPRESENTATIONS**

The Borrower makes the representations and warranties set out in this Clause 14 to the Lender on the date of this Agreement.

14.1 **Status**

14.1.1 It is an NHS Body in accordance with the provisions of the Act.

14.1.2 It has the power to own its assets and carry on its business as it is being conducted.

14.2 **Binding obligations**

The obligations expressed to be assumed by it in each Finance Document are legal, valid, binding and enforceable obligations.

14.3 **Non-conflict with other obligations**

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents to which it is party do not and will not conflict with:

14.3.1 any law or regulation applicable to it;

14.3.2 its constitutional documents; or

14.3.3 any agreement or instrument binding upon it or any of its assets.

14.4 **Power and authority**

It has the power to enter into, exercise its rights under, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents.

14.5 **Validity and admissibility in evidence**

All Authorisations required:

14.5.1 to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party; and

14.5.2 to make the Finance Documents to which it is a party admissible in evidence in its jurisdiction of incorporation,

have been obtained or effected and are in full force and effect.

14.6 **Relevant Consents**

14.6.1 All Relevant Consents which it is necessary or appropriate for the Borrower to hold have been obtained and effected and are in full force and effect.

14.6.2 There exists no reason known to it, having made all reasonable enquiries, why any Relevant Consent might be withdrawn, suspended, cancelled, varied, surrendered or revoked.

14.6.3 All Relevant Consents and other consents, permissions and approvals have been or are being complied with.

14.7 **Governing law and enforcement**

14.7.1 The choice of English law as the governing law of the Finance Documents will be recognised and enforced by the courts of England and Wales.

14.7.2 Any judgment obtained in England in relation to a Finance Document will be recognised and enforced by the courts of England and Wales.

14.8 **Deduction of Tax**

It is not required to make any deduction for or on account of Tax from any payment it may make under any Finance Document.

14.9 **No filing or stamp taxes**

It is not necessary that the Finance Documents be filed, recorded or enrolled with any court or other authority in any jurisdiction or that any stamp, registration or similar tax be paid on or in

relation to the Finance Documents or the transactions contemplated by the Finance Documents.

14.10 No default

14.10.1 No Event of Default might reasonably be expected to result from the making of an Utilisation other than those of which the Lender and Borrower are aware.

14.10.2 No other event which constitutes a default under any other agreement or instrument which is binding on it or to which its assets are subject which might have a Material Adverse Effect might reasonably be expected to result from the making of an Utilisation other than those of which the Lender and Borrower are aware.

14.11 No misleading information

14.11.1 All factual information provided by or on behalf of the Borrower in connection with the Borrower or any Finance Document was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.

14.11.2 Any financial projections provided to the Lender by or on behalf of the Borrower have been prepared on the basis of recent historical information and on the basis of reasonable assumptions.

14.11.3 Nothing has occurred or been omitted and no information has been given or withheld that results in the information referred to in Clause 14.12.1 being untrue or misleading in any material respect.

14.12 Financial statements

14.12.1 Its financial statements most recently delivered to the Lender (being on the date of this Agreement, the Original Financial Statements) were prepared in accordance with any applicable Audit Code for NHS Bodies, any applicable Manual for Accounts for NHS Bodies and Annual Report Guidance for NHS Bodies and/or any other guidance with which NHS Bodies are (or in the case of the Original Financial Statements were) required to comply.

14.12.2 Its financial statements most recently delivered to the Lender (being on the date of this Agreement, the Original Financial Statements) fairly represent its financial condition and operations during the relevant financial year.

14.12.3 There has been no material adverse change in the business or financial condition of the Borrower since the date to which its financial statements most recently delivered to the Lender were made up.

14.13 Ranking

Its payment obligations under the Finance Documents rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law.

14.14 No proceedings pending or threatened

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have (to the best of its knowledge and belief) been started or threatened against it.

14.15 **Environmental Matters**

14.15.1 It is and has been in full compliance with all applicable Environmental Laws and there are, to the best of its knowledge and belief after reasonable enquiry, no circumstances that may prevent or interfere with such full compliance in the future, in each case to the extent necessary to avoid a Material Adverse Effect and the Borrower has not other than in the ordinary course of its activities placed or allowed to be placed on any part of its property any Dangerous Substance and where such Dangerous Substance has been so placed, it is kept, stored, handled, treated and transported safely and prudently so as not to pose a risk of harm to the Environment.

14.15.2 It is and has been, in compliance in all material respects with the terms of all Environmental Licences necessary for the ownership and operation of its activities as presently owned and operated and as presently proposed to be owned and operated.

14.15.3 It is not aware, having made reasonable enquiries, of any Environmental Claim.

14.16 **Repetition**

The Repeating Representations are deemed to be made by the Borrower by reference to the facts and circumstances then existing on the date of each Utilisation Request and on the first day of each Interest Period.

15. **INFORMATION UNDERTAKINGS**

The undertakings in this Clause 15 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any part of the Facility is available for utilisation.

15.1 **Cashflow Forecast**

The Borrower shall supply to the Lender a Cashflow Forecast for each month that Loans remain outstanding, on dates which will be advised by the Lender from time to time.

15.2 **Financial statements**

The Borrower shall supply to the Lender its audited financial statements for each financial year and its financial statements for each financial half year (including any monitoring returns sent to the appropriate Supervisory Body), in each case when such statements are provided to the appropriate Supervisory Body.

15.3 **Requirements as to financial statements**

15.3.1 Each set of financial statements delivered by the Borrower pursuant to Clause 15.1 (Financial statements) shall be certified by a director of the Borrower, acting on the instructions of the board of directors of the Borrower, as fairly representing its financial condition as at the date as at which those financial statements were drawn up.

15.3.2 The Borrower shall procure that each set of financial statements delivered pursuant to Clause 15.1 (Financial statements) is prepared in accordance with any applicable Audit Code for NHS Bodies and any applicable Manual for Accounts for NHS Bodies and Annual Report Guidance for NHS Bodies or in the case of the Original Financial Statements in accordance with such guidelines with which NHS Bodies are required to comply.

15.4 **Information: miscellaneous**

The Borrower shall supply to the Lender:

- 15.4.1 copies or details of all material communications between the Borrower and the relevant Supervisory Body, including all relevant official notices received by the Borrower promptly after the same are made or received and, upon the Lender's request, any other relevant documents, information and returns sent by it to the appropriate Supervisory Body;
- 15.4.2 copies or details of all material communications between the Borrower and its members or its creditors (or in each case any class thereof), including all official notices received by the Borrower promptly after the same are made or received and upon the Lender's request any and all other documents dispatched by it to its members or its creditors (or in each case any class thereof), promptly after they are sent to such members or creditors;
- 15.4.3 details of any breaches by the Borrower of the Compliance Framework;
- 15.4.4 details of any breaches by the Borrower of the Licence or the terms of their Licence;
- 15.4.5 details of any other financial assistance or guarantee requested or received from the Secretary of State for Health other than in the ordinary course of business promptly after the same are requested or received;
- 15.4.6 upon the Lender's request, information regarding the application of the proceeds of the Facility;
- 15.4.7 promptly upon becoming aware of them, the details of any litigation, arbitration and/or administrative proceedings which are current, threatened or pending against the Borrower which would reasonably be expected to have a Material Adverse Effect;
- 15.4.8 promptly, such further information regarding the financial condition, business and operations of the Borrower as the Lender may reasonably request to the extent the same are relevant to the Borrower's obligations under this Agreement or otherwise significant in the assessment of the Borrower's financial performance and further to the extent that the disclosure of information will not cause the Borrower to be in breach of any obligation of confidence owed to any third party or any relevant data protection legislation; and
- 15.4.9 any change in the status of the Borrower after the date of this Agreement

15.5 **Notification of default**

- 15.5.1 The Borrower shall notify the Lender of any Default (and the steps being taken to remedy it) promptly upon becoming aware of its occurrence.
- 15.5.2 Promptly upon a request by the Lender, the Borrower shall supply a certificate signed by two of its directors (acting on the instructions of the board of directors of the Borrower) on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

15.6 **Other information**

The Borrower shall promptly upon request by the Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Lender (for itself or on behalf of a prospective transferee) in order for the Lender (or such prospective transferee) to carry out and be satisfied with the results of all necessary money laundering and identification checks in relation to any person that it is required to carry out pursuant to the transactions contemplated by the Finance Documents.

16. **GENERAL UNDERTAKINGS**

The undertakings in this Clause 16 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any part of the Facility is available for utilisation.

16.1 Authorisations

The Borrower shall promptly:

- 16.1.1 obtain, comply with and do all that is necessary to maintain in full force and effect; and
- 16.1.2 supply certified copies to the Lender of any Authorisation required under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under the Finance Documents and to ensure the legality, validity, enforceability or admissibility in evidence in England of any Finance Document.

16.2 Compliance with laws

The Borrower shall comply in all respects with all laws to which it may be subject, if failure so to comply would materially impair its ability to perform its obligations under the Finance Documents and shall exercise its powers and perform its functions in accordance with its constitutional documents.

16.3 Negative pledge

16.3.1 The Borrower shall not without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed) create or permit to subsist any Security over any of its assets save for any Permitted Security.

16.3.2 The Borrower shall not:

- (A) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by it;
- (B) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- (C) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (D) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

16.4 Disposals

16.4.1 The Borrower shall not in a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary sell, lease, transfer or otherwise dispose of any material asset without the prior written consent of the Lender.

16.4.2 Clause 16.4.1 does not apply to any sale, lease, transfer or other disposal where the higher of the market value or consideration receivable does not (in aggregate) in any financial year exceed 10% of the total net assets of the Borrower as at the end of the most recent financial year end for which audited financial statements have been published.

16.5 Merger

Without prejudice to Clause 16.4 (disposals) the Borrower shall not, without the prior written consent of the Lender, enter into nor apply to the relevant Supervisory Body (including pursuant to Section 56 of the Act) to enter into any amalgamation, demerger, merger or corporate reconstruction.

16.6 Guarantees

The Borrower will not, without the prior written consent of the Lender, give or permit to exist any guarantee or indemnity by it of any obligation of any person, nor permit or suffer any person to give any security for or guarantee or indemnity of any of its obligations except for guarantees and indemnities:

16.6.1 made in the ordinary course of the Borrower's business as an NHS Body ; and

16.6.2 which when aggregated with any loans, credit or financial accommodation made pursuant to Clause 16.7 (*Loans*) do not exceed £1,000,000 (or its equivalent in any other currency or currencies) in aggregate in any financial year.

16.7 Loans

The Borrower will not make any investment in nor make any loan or provide any other form of credit or financial accommodation to, any person except for investments, loans, credit or financial accommodation:

16.7.1 made in the ordinary course of the Borrower's business as an NHS Body ;

16.7.2 made in accordance with any investment policy or guidance issued by the relevant Supervisory Body; and

16.7.3 which when aggregated with any guarantees or indemnities given or existing under Clause 16.6 (*Guarantees*) do not exceed £1,000,000 (or its equivalent in any other currency or currencies) in aggregate in any financial year.

16.8 Consents

The Borrower must ensure that all Relevant Consents and all statutory requirements, as are necessary to enable it to perform its obligations under the Finance Documents to which it is a party, are duly obtained and maintained in full force and effect or, as the case may be, complied with.

16.9 Activities

The Borrower will not engage in any activities other than activities which enable it to carry on its principal purpose better, if to do so may, in the Lender's opinion, have a Material Adverse Effect.

16.10 Environmental

The Borrower shall:

16.10.1 obtain, maintain and comply in all material respects with all necessary Environmental Licences in relation to its activities and its property and comply with all Environmental Laws to the extent necessary to avoid a Material Adverse Effect;

16.10.2 promptly upon becoming aware notify the Lender of:

(A) any Environmental Claim current or to its knowledge threatened;

- (B) any circumstances likely to result in an Environmental Claim; or
- (C) any suspension, revocation or notification of any Environmental Licence;

16.10.3 indemnify the Lender against any loss or liability which:

- (A) the Lender incurs as a result of any actual or alleged breach of any Environmental Law by any person; and
- (B) which would not have arisen if a Finance Document had not been entered into; and

16.10.4 take all reasonable steps to ensure that all occupiers of the Borrower's property carry on their activities on the property in a prudent manner and keep them secure so as not to cause or knowingly permit material harm or damage to the Environment (including nuisance or pollution) or the significant risk thereof.

16.11 **Constitution**

The Borrower will not amend or seek to amend the terms of its authorisation as an NHS Body or the terms of its constitution without the prior written consent of the Lender, in each case if to do so would be reasonably likely to have a Material Adverse Effect.

16.12 **The relevant Supervisory Body**

The Borrower will comply promptly with all directions and notices received from the relevant Supervisory Body to the extent failure to do so might have a Material Adverse Effect and will, upon the Lender's request, provide reasonable evidence that it has so complied.

16.13 **Additional Terms and Conditions**

The Borrower will comply promptly with the Additional Terms and Conditions.

17. **COMPLIANCE FRAMEWORK**

17.1 **Compliance**

The Borrower shall ensure at all times that it complies with its Licence and/or any other terms and conditions set by the Relevant Supervisory Body.

17.2 **Advance Notification**

Without prejudice to the Borrower's obligations under Clause 17.1 (*Compliance*), if the Borrower becomes aware at any time after the date of signing of the Agreement that it is or is likely to breach any of the terms referred to in Clause 17.1 and/or a material failure under the requirements of the Compliance Framework is likely, it shall immediately notify the Lender of the details of the impending breach.

18. **EVENTS OF DEFAULT**

Each of the events or circumstances set out in this Clause 18 is an Event of Default.

18.1 **Non-payment**

The Borrower does not pay on the due date any amount payable pursuant to a Finance Document at the place at and in the currency in which it is expressed to be payable unless:

18.1.1 its failure to pay is caused by administrative or technical error; and

18.1.2 payment is made within two Business Days of its due date.

18.2 Compliance Framework and Negative Pledge

Any requirement of Clause 17 (*COMPLIANCE FRAMEWORK*) or Clause 16.3 (*Negative Pledge*) is not satisfied.

18.3 Other obligations

18.3.1 The Borrower does not comply with any term of:

(A) Clause 15.5 (*Notification of default*); or

(B) Clause 16 (*General Undertakings*).

18.3.2 The Borrower does not comply with any term of any Finance Document (other than those referred to in Clause 18.1 (*Non-payment*), Clause 18.2 (*Compliance Framework and Negative Pledge*) and Clause 18.3.1 (*Other obligations*)) unless the failure to comply is capable of remedy and is remedied within ten Business Days of the earlier of the Lender giving notice or the Borrower becoming aware of the failure to comply.

18.4 Misrepresentation

Any representation or statement made or deemed to be made by the Borrower in any Finance Document or any other document delivered by or on behalf of the Borrower under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

18.5 Cross default

18.5.1 Any Financial Indebtedness of the Borrower is not paid when due nor within any originally applicable grace period.

18.5.2 Any Financial Indebtedness of the Borrower is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

18.5.3 Any commitment for any Financial Indebtedness of the Borrower is cancelled or suspended by a creditor of the Borrower as a result of an event of default (however described).

18.5.4 Any creditor of the Borrower becomes entitled to declare any Financial Indebtedness of the Borrower due and payable prior to its specified maturity as a result of an event of default (however described).

18.5.5 No Event of Default will occur under this Clause 18.5 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within Clauses 18.5.1 to 18.5.4 is less than £250,000 (or its equivalent in any other currency or currencies).

except that for as long as the Secretary of State for Health remains the Lender, the provisions of Clause 18.5 relate to Financial Indebtedness owed to any party but do not apply to amounts owed to other NHS bodies in the normal course of business where a claim has arisen which is being disputed in good faith or where the Borrower has a valid and contractual right of setoff.

18.6 Insolvency

18.6.1 The Borrower is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.

18.6.2 A moratorium is declared in respect of any indebtedness of the Borrower.

18.7 Insolvency proceedings

Any corporate action, legal proceedings or other procedure or step is taken:

18.7.1 in relation to a composition, assignment or arrangement with any creditor of the Borrower; or

18.7.2 in relation to the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the Borrower or any of its assets; or

18.7.3 in relation to the enforcement of any Security over any assets of the Borrower, or any analogous action, proceedings, procedure or step is taken in any jurisdiction.

18.8 Appointment of a Trust Special Administrator

An order, made as required under The Act for the appointment of a Trust Special Administrator.

18.9 Creditors' process

Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of the Borrower having an aggregate value of £250,000 and is not discharged within ten Business Days.

18.10 Repudiation

The Borrower or any other party to a Finance Document repudiates any of the Finance Documents or does or causes to be done any act or thing evidencing an intention to repudiate any Finance Document.

18.11 Cessation of Business

Other than with the prior written approval of the Lender, the Borrower ceases, or threatens to cease, to carry on all or a substantial part of its business or operations.

18.12 Unlawfulness

It is or becomes unlawful for the Borrower or any other party to a Finance Document to perform any of its obligations under any Finance Document.

18.13 Material adverse change

Any event or circumstance or series of events or circumstances occurs which, in the reasonable opinion of the Lender, has or is reasonably likely to have a Material Adverse Effect.

18.14 Additional Terms and Conditions

In the reasonable opinion of the Lender, the Borrower fails to make reasonable efforts to comply with the Additional Terms and Conditions.

18.15 Acceleration

On and at any time after the occurrence of an Event of Default which is continuing the Lender may by notice to the Borrower:

18.15.1 cancel the Facility whereupon it shall immediately be cancelled; and/or

18.15.2 declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable; and/or

18.15.3 declare that all or part of the Loans be payable on demand, whereupon they shall immediately become payable on demand by the Lender.

19. ASSIGNMENTS AND TRANSFERS

19.1 Assignments and transfers by the Lender

Subject to this Clause 19, the Lender may:

19.1.1 assign any of its rights; or

19.1.2 transfer by novation any of its rights and obligations,

to another entity owned or supported by the Lender or to a bank or a financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (the "**New Lender**").

19.2 Conditions of assignment or transfer

19.2.1 The consent of the Borrower is required for an assignment or transfer by the Lender, unless:

(A) the assignment or transfer is to an entity owned or supported by the Lender; or

(B) a Default is continuing.

19.2.2 The consent of the Borrower to an assignment or transfer must not be unreasonably withheld or delayed. The Borrower will be deemed to have given its consent twenty Business Days after the Lender has requested it unless consent is expressly refused (and reasons for such refusal are given) by the Borrower within that time.

provided that nothing in this Clause shall restrict the rights of the Secretary of State for Health to effect a statutory transfer.

19.3 Disclosure of information

The Lender may disclose to any person:

19.3.1 to (or through) whom the Lender assigns or transfers (or may potentially assign or transfer) all or any of its rights and obligations under the Finance Documents;

19.3.2 with (or through) whom the Lender enters into (or may potentially enter into) any transaction under which payments are to be made by reference to, any Finance Document or the Borrower;

19.3.3 to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation;

19.3.4 which are investors or potential investors in any of its rights and obligations under the Finance Documents and only to the extent required in relation to such rights and obligations;

19.3.5 which is a governmental, banking, taxation or other regulatory authority and only to the extent information is required to be disclosed to such authority,

any information about the Borrower and/or the Finance Documents as the Lender shall consider appropriate if, in relation to Clauses 19.3.1, 19.3.2 and 19.3.4 the person to whom the information is to be given has agreed to keep such information confidential on terms of this Clause 19.3 provided always that the Lender shall comply with any relevant data protection legislation.

19.4 Assignment and transfer by the Borrower

The Borrower may not assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

20. ROLE OF THE LENDER

20.1 Rights and discretions of the Lender

20.1.1 The Lender may rely on:

- (A) any representation, notice or document believed by it to be genuine, correct and appropriately authorised; and
- (B) any statement made by a director, authorised signatory or authorised employee of any person regarding any matters which may reasonably be assumed to be within his knowledge or within his power to verify.

20.1.2 The Lender may engage, pay for and rely on the advice or services of any lawyers, accountants, surveyors or other experts.

20.1.3 The Lender may act in relation to the Finance Documents through its personnel and agents.

20.1.4 Notwithstanding any other provision of any Finance Document to the contrary, the Lender is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or a breach of a fiduciary duty or duty of confidentiality.

20.2 Exclusion of liability

20.2.1 Without limiting Clause 20.2.2, the Lender will not be liable for any omission or any act taken by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct.

20.2.2 The Borrower may not take any proceedings against any officer, employee or agent of the Lender in respect of any claim it might have against the Lender or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document and any officer, employee or agent of the Lender may rely on this Clause. Any third party referred to in this Clause 20.2.2 may enjoy the benefit of or enforce the terms of this Clause in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

20.2.3 The Lender will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by the Lender if the Lender has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Lender for that purpose.

20.2.4 The Lender shall not be liable:

- (A) for any failure by the Borrower to give notice to any third party or to register, file or record (or any defect in such registration, filing or recording) any Finance Document; or
- (B) for any failure by the Borrower to obtain any licence, consent or other authority required in connection with any of the Finance Documents; or
- (C) For any other omission or action taken by it in connection with any Finance Document unless directly caused by its gross negligence or wilful misconduct.

21. PAYMENT MECHANICS

21.1 Payments

21.1.1 The Borrower shall receive notification 10 working days prior to each payment required under a Finance Document, the Borrower shall make the same available to the Lender (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Lender as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

21.1.2 Payment shall be collected through Direct Debit from a Borrower's account with the Government Banking Service.

21.2 Distributions to the Borrower

The Lender may (with the consent of the Borrower or in accordance with Clause 22 (*Set-off*)) apply any amount received by it for the Borrower in or towards payment (on the date and in the currency and funds of receipt) of any amount due from the Borrower under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

21.3 Partial payments

If the Lender receives a payment that is insufficient to discharge all the amounts then due and payable by the Borrower under the Finance Documents, the Lender shall apply that payment towards the obligations of the Borrower in such order and in such manner as the Lender may at its discretion decide.

21.4 No set-off

All payments to be made by the Borrower under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

21.5 Business Days

21.5.1 Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

21.5.2 During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement, interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

21.6 Currency of account

21.6.1 Subject to Clauses 21.6.2 to 21.6.5, sterling is the currency of account and payment for any sum due from the Borrower under any Finance Document.

21.6.2 A repayment of the Loan or Unpaid Sum or a part of the Loan or Unpaid Sum shall be made in the currency in which the Loan or Unpaid Sum is denominated on its due date.

21.6.3 Each payment of interest shall be made in the currency in which the sum in respect of which the interest is payable was denominated when that interest accrued.

21.6.4 Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.

21.6.5 Any amount expressed to be payable in a currency other than sterling shall be paid in that other currency.

21.7 **Change of currency**

21.7.1 Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:

(A) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Lender (after consultation with the Borrower); and

(B) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Lender (acting reasonably).

21.7.2 If a change in any currency of a country occurs, this Agreement will, to the extent the Lender (acting reasonably and after consultation with the Borrower) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the London interbank market and otherwise to reflect the change in currency.

22. **SET-OFF**

The Lender may set off any matured obligation due from the Borrower under the Finance Documents against any matured obligation owed by the Lender to the Borrower, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

23. **NOTICES**

23.1 **Communications in writing**

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be given in person, by post, fax or by electronic communication.

23.2 **Addresses**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

23.2.1 in the case of the Borrower, that identified with its name below; and

23.2.2 in the case of the Lender, that identified with its name below,
or any substitute address, email address, fax number or department or officer as the Borrower may notify to the Lender by not less than five Business Days' written notice.

23.3 **Delivery**

23.3.1 Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:

- (A) if by way of fax, when received in legible form; or
- (B) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 23.2 (*Addresses*), if addressed to that department or officer.

23.3.2 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose).

23.4 **Electronic communication**

23.4.1 Any communication to be made between the Borrower and the Lender under or in connection with this Agreement and any other Finance Document may be made by electronic mail or other electronic means, if the Borrower and the Lender:

- (A) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;
- (B) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
- (C) notify each other of any change to their address or any other such information supplied by them.

23.4.2 Any electronic communication made between the Borrower and the Lender will be effective only when actually received in readable form and only if it is addressed in such a manner as the Borrower and the Lender, as the case may be, specify for this purpose.

24. **CALCULATIONS AND CERTIFICATES**

24.1 **Accounts**

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by the Lender are *prima facie* evidence of the matters to which they relate.

24.2 **Certificates and Determinations**

Any certification or determination by the Lender of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

24.3 Day count convention

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days or, in any case where the practice in the London interbank market differs, in accordance with that market practice.

25. PARTIAL INVALIDITY

If, at any time, any provision of the Finance Documents is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

26. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under the Finance Documents shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

27. AMENDMENTS AND WAIVERS

Any term of the Finance Documents may only be amended or waived in writing.

28. COUNTERPARTS

Each Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.

29. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with English law.

30. DISPUTE RESOLUTION

The Parties agree that all disputes arising out of or in connection with this Agreement will be settled in accordance with the terms of Schedule 5.

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

SCHEDULE 1: CONDITIONS PRECEDENT

1. Authorisations

- 1.1 A copy of a resolution of the board of directors of the Borrower:
- (A) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute the Finance Documents to which it is a party;
 - (B) authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf; and
 - (C) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request and) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party.
 - (D) Confirming the Borrower's undertaking to comply with the Additional Terms and Conditions
- 1.2 A certificate of an authorised signatory of the Borrower certifying that each copy document relating to it specified in this Schedule 1 and provided to the Lender is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement.

2. Financial Information

Updated financial statements of the Borrower unless otherwise available.

3. Finance Documents

- 3.1 This Agreement (original).
- 3.2 The original or certified copy (as the Lender shall require) of any Finance Document not listed above.

4. General

- 4.1 A copy of any other Authorisation or other document, opinion or assurance which the Lender considers to be necessary or desirable in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.
- 4.2 Evidence that the fees, costs and expenses then due from the Borrower pursuant to Clause 13 (*Costs and expenses*) have been paid or will be paid by the first Utilisation Date.

SCHEDULE 2: UTILISATION REQUEST

From:[]

To: The Secretary of State for Health

Dated:

Dear Sirs

[] – £
dated [] (the "Agreement")

1. We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.

2. We wish to borrow a Loan on the following terms:

Proposed Utilisation Date: [] (or, if that is not a Business Day, the next Business Day)

Amount: [] or, if less, the Available Facility

Payment Instructions: [*Relevant account to be specified here*]

3. We confirm that each condition specified in Clause 4.2 (Further conditions precedent) is satisfied on the date of this Utilisation Request.

4. We represent and warrant that the Loan will be applied solely towards working capital requirements of the Borrower in its requirement as an NHS Trust/NHS Foundation Trust.

5. This Utilisation Request is irrevocable.

Yours faithfully

.....
authorised signatory for and on behalf of the Board of Directors

[]

SCHEDULE 3: DEFINED FACILITY LIMITS

Defined Term	Amount £'000
Facility Amount	
Minimum Cash Balance	
Maximum Cash Balance	

SCHEDULE 4: ANTICIPATED DRAWDOWN SCHEDULE

NOT USED

SCHEDULE 5: DISPUTE RESOLUTION

1. NEGOTIATION

If any claim, dispute or difference of whatsoever nature arising out of or in connection with this Agreement ("**Dispute(s)**") arises, the Parties will attempt in good faith to settle it by negotiation. Each Party will nominate at least one management representative ("**Authorised Representative**") who shall attend and participate in the negotiation with authority to negotiate a solution on behalf of the Party so represented.

2. MEDIATION

It shall be a condition precedent to the commencement of reference to arbitration that the Parties have sought to have the dispute resolved amicably by mediation as provided by this paragraph 2.

2.1 Initiation of Mediation Proceeding

- (A) If the Parties are unable to settle the Dispute(s) by negotiation in accordance with paragraph 1 within 15 days, either Party may by written notice upon the other initiate mediation under this paragraph 2. The notice initiating mediation shall describe generally the nature of the Dispute.
- (B) Each Party's Authorised Representative nominated in accordance with paragraph 1 shall attend and participate in the mediation with authority to negotiate a settlement on behalf of the Party so represented.

2.2 Appointment of Mediator

- (A) The Parties shall appoint, by agreement, a neutral third person to act as a mediator (the "Mediator") to assist them in resolving the Dispute. If the Parties are unable to agree on the identity of the Mediator within 10 days after notice initiating mediation either party may request the Centre for Effective Dispute Resolution ("CEDR Solve") to appoint a Mediator.
- (B) The Parties will agree the terms of appointment of the Mediator and such appointment shall be subject to the Parties entering into a formal written agreement with the Mediator regulating all the terms and conditions including payment of fees in respect of the appointment. If the Parties are unable to agree the terms of appointment of the Mediator within 10 days after notice initiating mediation either Party may request CEDR Solve to decide the terms of appointment of the Mediator
- (C) If the appointed Mediator is or becomes unable or unwilling to act, either Party may within 10 days of the Mediator being or becoming unable or unwilling to act follow the process at paragraph 2.3 to appoint a replacement Mediator and paragraph 2.4 to settle the terms of the appointment of the replacement Mediator.

2.3 Determination of Procedure

The Parties shall, with the assistance of the Mediator, seek to agree the mediation procedure. In default of such agreement, the Mediator shall act in accordance with CEDR Solve's Model Mediation Procedure and Agreement. The Parties shall within 10 days of the appointment of the Mediator, meet (or talk to) the Mediator in order to agree a programme for the exchange of any relevant information and the structure to be adopted for the mediation.

2.4 Without Prejudice/Confidentiality

All rights of the Parties in respect of the Dispute(s) are and shall remain fully reserved and the entire mediation including all documents produced or to which reference is made, discussions and oral presentations shall be strictly confidential to the Parties and shall be conducted on the same basis as "without prejudice" negotiations, privileged, inadmissible, not subject to disclosure in any other proceedings whatever and shall not constitute any waiver of privilege whether between the Parties or between either of them and a third party. Nothing in this paragraph 2.4 shall make any document privileged, inadmissible or not subject to disclosure which would have been discloseable in any reference to arbitration commenced pursuant to paragraph 3.

2.5 Resolution of Dispute

If any settlement agreement is reached with the assistance of the Mediator which resolves the Dispute, such agreement shall be set out in a written settlement agreement and executed by both parties' Authorised Representatives and shall not be legally binding unless and until both parties have observed and complied with the requirements of this paragraph 2.5. Once the settlement agreement is legally binding, it may be enforced by either party taking action in the High Court.

2.6 Failure to Resolve Dispute

In the event that the Dispute(s) has not been resolved to the satisfaction of either Party within 30 days after the appointment of the Mediator either party may refer the Dispute to arbitration in accordance with paragraph 3.

2.7 Costs

Unless the Parties otherwise agree, the fees and expenses of the Mediator and all other costs of the mediation shall be borne equally by the Parties and each Party shall bear their own respective costs incurred in the mediation regardless of the outcome of the mediation.

3. ARBITRATION

3.1 If the Parties are unable to settle the Dispute(s) by mediation in accordance with paragraph 2 within 30 days, the Dispute(s) shall be referred to and finally determined by arbitration before an Arbitral Tribunal composed of a single Arbitrator.

3.2 Any reference of a Dispute to arbitration shall be determined in accordance with the provisions of the Arbitration Act 1996 and in accordance with such arbitration rules as the Parties may agree within 20 days after notice initiating arbitration or, in default of agreement, in accordance with the Rules of the London Court of International Arbitration which Rules are deemed to be incorporated by reference into this clause.

3.3 London shall be the seat of the arbitration.

3.4 Reference of a Dispute to arbitration shall be commenced by notice in writing from one Party to the other Party served in accordance with the provisions of Clause 23 (Notices).

3.5 The Arbitral Tribunal shall be appointed as follows.

(A) Within 14 days of receipt of any notice referring a Dispute to arbitration the Parties shall agree the identity of the person to act as Arbitrator. In default of agreement or in the event the person so identified is unable or unwilling to act, either party shall be entitled to request the President for the time being of the Chartered Institute of

Arbitrators to appoint an Arbitrator for the Dispute and the parties shall accept the person so appointed.

- (B) If the Arbitrator becomes unwilling or unable to act, the procedure for the appointment of a replacement Arbitrator shall be in accordance with the provisions of paragraph 3.5(A).

3.6 The language of the arbitration shall be English.

SCHEDULE 6: REPAYMENT SCHEDULE

Repayment Date	Relevant Percentage
18th April 2020	100 %

SCHEDULE 7: PERMITTED SECURITY – EXISTING SECURITY

NONE

SCHEDULE 8: ADDITIONAL TERMS AND CONDITIONS

1. Surplus/Deficit and Capital Limits

- 1.1. The Lender has set a Surplus/Deficit Limit and/or a Capital Limit for the Borrower in consultation with the relevant Supervisory Body. These Limits reflect the aggregate of Voted Funds available to the Lender at the date of this Agreement.
- 1.2. The Borrower understands and accepts these Limits in the recognition that any net expenditure in excess of the relevant Limit(s) cannot be funded by the Lender based upon the assumptions made by the Lender at the date of this Agreement.
- 1.3. The Borrower undertakes not to put forward any Utilisation Requests on this or any other Facility with the Lender that would result in Limits being exceeded by the Borrower without the explicit agreement of the Lender.
- 1.4. In the event that a utilisation is likely to lead to a Limit being exceeded, the Borrower shall inform the Lender two calendar months before any such utilisation may be submitted.
- 1.5. The Borrower will make no assumptions in any financial planning in relation to any financial support from the Lender beyond financing previously agreed to support the relevant Limit(s).
- 1.6. Limits may be adjusted by the Lender from time to time in consultation with the relevant Supervisory Body.
- 1.7. Performance against Limits will be monitored by the relevant Supervisory Body.
- 1.8. For the avoidance of doubt, as at the date of this Agreement and for the financial year to which this agreement relates, the Surplus/Deficit Limit is XXXXXXXX and the Capital Limit is YYYYYYYY

2. Nursing agency expenditure:

- 2.1. The Borrower undertakes to comply with nursing agency spending rules as set out in the letter of 1 September 2015 from David Bennett and Robert Alexander to NHS Foundation Trust and Trust Chief Executives as may be updated from time to time. In particular, the Borrower undertakes to:
 - 2.1.1. Procure all nursing agency staff through approved frameworks unless such action is otherwise authorised by the relevant Supervisory Body.
 - 2.1.2. Implement an annual maximum limit for agency nursing expenditure as a percentage of the total nursing staff budget as set out in the letter of 01 September 2015 or as otherwise notified by the relevant Supervisory Body.
 - 2.1.3. Implement any additional controls as may be required by the relevant Supervisory Body in relation to the planned introduction of price caps.

- 2.2. The Borrower additionally undertakes to Implement the NHS Employers Five High Impact Actions
3. Professional Services Consultancy Spend
 - 3.1. The Borrower will not enter into any contract for the procurement of professional consultancy services with a value in excess of £50,000 without the prior approval of the relevant Supervisory Body. The value of multiple contracts issued in respect similar Terms of Reference will be aggregated, as though a single contract had been issued, in respect of the application of this clause.
4. VSM Pay Costs
 - 4.1. Where the borrower is authorised as an NHS Foundation Trust, the Borrower will, via the Lender, seek the views of the appropriate Health Minister before making appointments to Boards/Executive Boards where the proposed annual salary exceeds £142,500.
 - 4.2. Where the borrower is not authorised as an NHS Foundation Trust, the Borrower will, via the Lender, seek the approval of the appropriate Health Minister before making appointments to Boards/Executive Boards where the proposed annual salary exceeds £142,500.
 - 4.3. The Borrower undertakes to implement the requirements in respect of the treatment of "off - payroll" workers included in the letter from David Nicholson to Chairs and Chief Executives of 20th August 2012, or any subsequent guidance issued by the Lender.
 - 4.4. The Borrower shall apply the most recently updated version of standard redundancy terms for NHS staff in England to all newly appointed VSMs except where existing statutory terms take precedence. In addition the Borrower shall apply the most recently updated version of standard redundancy terms for NHS staff in England for existing VSMs where Section 16 is referenced in their contracts of employment.
5. Estate Costs
 - 5.1. The Borrower undertakes to examine the overall running costs of Estates and Facilities against a benchmark group of similar NHS Trusts within 3 months from the date of this Agreement. Where higher than average costs are identified, and there is no valid reason for this, the Borrower will put in place an action plan to reduce these costs to match the agreed benchmark level. DH will need to satisfy itself that the benchmark is reasonable and plan is deliverable.
6. Surplus Land
 - 6.1. The Borrower shall ensure that it has in place an up to date estates strategy covering a period at least 3 years from the date of this Agreement. The estates strategy should be informed by discussions with commissioners about clinical service requirements and consider options for rationalising the estate and releasing surplus land.

- 6.2. The report required in clause 6.1 shall identify surplus land and potentially surplus land to be released during the period from the date of this Agreement date to 31 March 2020.
 - 6.3. The Borrower shall provide the Lender with a copy of its estate strategy within 6 weeks of the date of this Agreement or at a date otherwise agreed with the Lender. The Lender will need satisfy itself that the strategy is complete and deliverable for this condition to be satisfied.
7. Procure21
- 7.1. The Borrower will use the P21+ Procurement Framework for all publicly funded capital works, unless otherwise agreed with the relevant Supervisory Body.
 - 7.2. Where the Borrower proposes to use an alternative procurement route, the Borrower will submit a business case to the relevant Supervisory Body for approval demonstrating that an alternative procurement route offers better Value for Money than the P21+ Procurement Framework.
8. Finance and Accounting and Payroll
- 8.1. The Borrower undertakes to commission NHS Shared Business Services to complete a baseline assessment of the Borrower's finance and accounting and payroll services to assess the benefit of the use, or increased use, of an outsourced service provider. The Borrower will provide full details of the outcome of this assessment to the Lender within 6 Months of the date of this Agreement.
 - 8.2. Where the assessment by NHS Shared Business Services supports the case for the use, or increased use, of an outsourced service provider, the Borrower will undertake an appropriate market testing exercise or use existing Government Framework Agreements to procure an outsourced service provider within a timescale to be agreed with the Lender.
9. Bank Staffing
- 9.1. The Borrower will undertake an assessment using the appropriate tool kit published on the NHS Centre for Procurement Efficiency to assess the benefit of the use, or increased use of an Outsourced Staff Bank provider. The Borrower commits to provide full details of the outcome of this assessment to the Lender within 6 Months of the date of this Agreement.
 - 9.2. Where an assessment using the appropriate tool kit published on the NHS Centre for Procurement Efficiency supports the case for the use of Outsourced Staff Bank provider, the Borrower will undertake an appropriate market testing exercise or use an existing Government Framework Agreement to procure an Outsourced Staff Bank provider within a timescale to be agreed with the Lender.
10. Procurement

- 10.1. The Borrower shall provide third party non-pay spend to the lender in a format specified by the Lender, within 6 months of the date of this Agreement, and at least annually thereafter, on the request of the Lender,
 - 10.2. The Borrower shall test the savings opportunities of increasing usage of the NHS Supply Chain and future editions and/or replacements of the NHS Catalogue within 6 months of the date of this Agreement and at least annually thereafter, on the request of the Lender,
 - 10.3. Any savings identified through the process set out in 10.2 will be pursued by the Borrower. Any identified savings which the Borrower does not intend to pursue must be notified to the Lender along with the reasons for not doing so.
 - 10.4. The Borrower will provide the Lender with current copies of its medical capital equipment asset register, medical equipment maintenance schedule, and capital medical equipment procurement plans within 6 months of the date of this Agreement, and at least annually thereafter on the request of the Lender.
11. Crown Commercial Services (“CCS”)
- 11.1. The Borrower undertakes to test the scope of savings opportunities from CCS within 6 months of the date of this Agreement, subject to appropriate CCS resources being available to support this undertaking. Any savings identified as part of this process which the Borrower does not intend to pursue must be notified to the Lender with the reasons for not doing so.
 - 11.2. The Borrower additionally undertakes to provide details of its relevant requirements in support of all future collaborative procurements including e-auctions.
12. EEA and non-EEA Patient Costs Reporting
- 12.1. The Borrower undertakes to:
 - 12.1.1. Become a member of the EEA portal and actively report EHIC and S2 patient activity on the portal
 - 12.1.2. Provide an overview of the patient identification, billing and costs recovery systems in place with any planned improvements (for EEA and non-EEA patients)
 - 12.1.3. Participate and collaborate with local/national commissioners in the development of the new “risk sharing” model for non-EEA chargeable patients.
13. On request of the Lender, the Borrower agrees to provide timely information and enable appropriate access to parties acting on behalf of the Lender for the purposes of appropriate tracking and reporting of progress delivering the conditions set out within this Schedule.

SIGNATORIES

Borrower

For and on behalf of []

By:

Name:

Position:

Address:

Email:

Attention:

Lender

The Secretary of State for Health

By:

Name:

Address: Department of Health,
4th Floor,
Skipton House,
80 London Road,
London SE1 6LH

Email: dhloanscentralinbox@dh.gsi.gov.uk

HEART OF ENGLAND NHS FOUNDATION TRUST

BOARD OF DIRECTORS

24th October 2016

Title: Safeguarding Annual Report							
From: Sam Foster - Chief Nurse				To: Trust Board			
The Report is being provided for:							
Decision	N	Discussion	Y	Assurance	Y	Endorsement	Y
The purpose of this report is to: Provide assurance to the Trust Board in relation to Safeguarding Arrangements and compliance with statutory and regulatory requirements within the Trust. This report is also shared with external partners (Safeguarding Children and Adult Boards).							
Key points/Summary:							
This annual report provides an overview of the activity and achievements in relation to safeguarding adults and children and an account of the priorities and plans for 2016 - 2017.							
This report is in two sections.							
<ol style="list-style-type: none"> 1. Part 1 Safeguarding adults with care and support needs (page 5) 2. Part 2 Safeguarding children (page 27). 							
Safeguarding has been a priority for Heart of England Foundation Trust (HEFT) in the past year and many achievements have been made. These include:							
<ul style="list-style-type: none"> • Increased investment in the Specialist Safeguarding Team to enable greater support to the frontline staff • Engagement of the whole workforce in safeguarding education and increased the access or staff to training and a range of educational resources • Enhanced audit activity to capture how effectively safeguarding arrangements are being discharged throughout the organisation. 							
Recommendation(s):							
The Board is asked to consider the information set out in this report.							
Assurance Implications:							
Board Assurance Framework		Y	BAF Risk Reference No.			N	
Performance KPIs year to date		Y	Resource/Assurance Implications (e.g. Financial/HR)			N	
Information Exempt from Disclosure		N	If yes, reason why.				
Identify any Equality & Diversity issues			NA				
Which Committees has this paper been to? (e.g. AC, QC, etc.)							
Safeguarding Children Committee Safeguarding Adult Steering Group							

SUMMARY

The Trust can identify clear progress in relation to improving the effectiveness of safeguarding during 2015-16.

The Trust Board is asked to note that the organisation can demonstrate that:

- It has robust safeguarding arrangements in place and expectations in relation to accountability are clear.
- There is an effective internal governance structure around child and adult safeguarding.
- There is regular benchmarking in relation to all statutory and regulatory requirements
- There are identified and agreed areas of strength and areas for development during 2016-17.

During 2015-16 the Trust has:

- Invested considerably in the Specialist Safeguarding Team in recognition of the growing organisational statutory and regulatory requirements
- Increased the effectiveness of partnership safeguarding by ensuring appropriate specialist membership at Safeguarding Boards and sub groups and for children with the establishment of a Multi-Agency Safeguarding Hub
- Engaged the whole workforce in safeguarding learning and has achieved and maintained levels for safeguarding education at level 1, 2 and 3 (children) at over 85%. The Trust has continued to expand safeguarding education and development opportunities and to innovate, increasing access to e-learning modules.
- Updated Safeguarding Policies
- Continued to lead a well-established Safeguarding Audit Programme which focuses on transition points or areas of identified risk.
- Monitored and reported on patterns of safeguarding activity
- Increased mechanisms to provide service user feedback in relation to safeguarding within the organisation.
- The Trust can provide examples of specific cases where children and adults were identified as vulnerable/ at risk of abuse or neglect and due to sharing of information effective multi-agency responses were put in place to safeguard children

BACKGROUND

The Trust is required to have robust safeguarding arrangements in place.
Relevant statute includes:

- The Care Act 2014 (Adults)
- The Children Act 1989 and 2004 (Children)
- Health and Social Care Act 2008 (Regulated Activities) Regulations 2014: Regulation 13

It is necessary that the Trust has:

- comprehensive learning and development opportunities,
- accessible advice, support and supervision
- a programme of audit activity
- productive partnerships with polices, social care and other agencies

This ensures that staff have the necessary skills and support to safeguard patients and to respond appropriately and proportionately to risk.

The Board should note the progress during 2015-16. The Board should note the priorities for the development of safeguarding during 2016-17.

RECOMMENDATION(S)

Safeguarding Priorities for 2016-17 are:

- Continuing to embed the Care Act 2014 and increasing patient choice wherever possible.
- Ensuring that the Mental Capacity Act (2005) is fully implemented across all sites and areas so that clinical staff can clearly articulate the application of the act in their work.
- Increasing the voice of the users of our services in relation to their experiences of safeguarding processes
- Strengthening the consistency of response throughout the organisation to Domestic Abuse, Child sexual Exploitation, identification of vulnerability in 16-18 year olds, the provision of Early Help to families

NEXT STEPS

The Trust Board should consider whether they endorse the position articulated in this report.

The Trust Board should consider what additional assurance they may require in relation to safeguarding for 2016-17.

1.0 Executive Summary

This annual report provides an overview of the activity and achievements in relation to safeguarding adults and children and an account of the priorities and plans for 2016 - 2017.

The areas of child and adult safeguarding continue to feature prominently as an issue of concern both with government and media.

Organisations are required to ensure that they have a skilled workforce and robust systems that identify indicators of abuse and neglect and ensure prompt, consistent and proportionate response.

Safeguarding has been a priority for Heart of England Foundation Trust (HEFT) in the past year and many achievements have been made. These include:

- Increased investment in the Specialist Safeguarding Team to enable greater support to the frontline staff
- Engagement of the whole workforce in safeguarding education and increased the access or staff to training and a range of educational resource
- Enhanced audit activity to capture how effectively safeguarding arrangements are being discharged

This report is in two sections.

1. **Part 1** Safeguarding adults with care and support needs (page 5)

2. **Part 2** Safeguarding children (page 27).

Each section will review safeguarding activity throughout the Trust, outlining achievements in the past year and clarifying priorities for future attention.

Part 1 Safeguarding Adults

1.0 Background:

Adult safeguarding has been a regulatory requirement for all health and social care organisations since the Care Quality Commission published a revised set of healthcare standards for safeguarding in January 2010.

National Context

The Care Act 2014 from 1st April 2015 provides a statutory framework for adult safeguarding, setting out the responsibilities of local authorities and their partners. It places a duty on Local Authorities to establish Safeguarding Adults Board and also stipulates local authorities' responsibilities, and those with whom they work, to protect adults at risk of abuse or neglect.

The role of all Safeguarding Adults Boards (as detailed in schedule 1 of the Care Act 2014) is to help and protect adults in the board's area. This is achieved by coordinating the actions of partner agencies, and seeking assurances from them that those actions are effective.

Boards are also able to instruct partner agencies to carry out any function considered necessary or desirable for the board to reach its objectives. In addition Safeguarding Adults Boards must publish a strategic plan for each financial year and as soon as is feasible after the end of each financial year, must publish an Annual Report.

NHS

In March 2013 the NHS Commissioning Board produced a document "Safeguarding Vulnerable People in the Reformed NHS Accountability and Assurance Framework" however following the introduction of the Care Act this was updated in 2015. It states "Safeguarding is firmly embedded within the wider duties of all organisations across the health system but there is a distinction between providers' responsibilities to provide safe and high quality care and support, and commissioners' responsibilities to assure themselves of the safety and effectiveness of the services they have commissioned". The framework seeks to set out clearly how these roles are discharged and statutory duties are fulfilled across the health system. It also describes how the health system works in partnership with the local authorities to discharge its statutory safeguarding duties.

Fundamentally, it remains the responsibility of every NHS funded organisation and each individual healthcare professional working in the NHS to ensure that the principles and duties of safeguarding adults and children are holistically, consistently and conscientiously applied, with the well-being of those adults and children at the heart of what we do. For adult safeguarding this also needs to respect the autonomy of adults and the need for empowerment of individual decision making, in keeping with the Mental Capacity Act and its Code of Practice

2.0 Achievements:

HEFT has invested heavily in the safeguarding adults agenda and as a result the adults team has increased in number from 1 WTE (whole time equivalent) nurse to 3 WTE nurses with admin support. This will increase the scope of work and support that the team is able to offer, in particular the area of domestic abuse which will be a priority for the 2016 / 2017 financial year.

2.1 Collaboration and multi-agency working:

Heart of England NHS Foundation Trust has, in the past year, continued to strengthen links with multiagency colleagues. The Chief Nurse has been the accountable officer for safeguarding adults and has delegated responsibility to the Head of Safeguarding, the Associate Head Nurse for Safeguarding Adults and the Head Nurse for Solihull Hospital to attend the Solihull Local Authority Safeguarding Adults Board (SSAB) and the Birmingham safeguarding Adult Board (BSAB).

In addition, a number of members of staff from HEFT also sit on the operational sub committees related to education and training; quality and audit; mental capacity act (MCA) & deprivation of liberties (DOLS) and practice development.

The membership of HEFT's safeguarding adults steering board is chaired by the Associate Head Nurse for Safeguarding Adults. It remains multiagency with members from SSAB, BSAB, representatives from educational leads, site head nurses and safeguarding adult's leads from both the Solihull and Birmingham CCGs

Standard agenda items at this board include:

- Reports relating to the number, location and themes of adult safeguarding incidents,
- Lessons learnt
- Progress on safeguarding adults education programmes,
- Partnership working
- Prevent

Other achievements in relation to multi-agency working include joint training initiatives, worked in partnership with the LD team to organise a conference and educational lead from SSAB presented update on Safeguarding and Deprivation of Liberty safeguards. The Associate Head Nurse AS also worked with SOL safeguarding team to look at ways of improving discharge practice, a workshop was held on the Solihull hospital site and following this practice guidance was developed and shared across the sites.

2.2 Policies and procedures

HEFT has an up to date safeguarding adult policy and procedure in place which is aligned to the CQC regulatory standards, the SSAB & BSAB policies and Pan West Midlands. The policy is available on the intranet site and the procedure has been uploaded on to the safeguarding adult web page. The policy has been reviewed following the introduction of the Care Act in April 2015

In addition, HEFT has revised and implemented a number of other policies and procedures in response to adult safeguarding reviews, serious incidents or national events of significance. These include (but are not limited to) Management of Self- Harm policy, Missing person Policy, clinical holding and the Enhanced observation “specialling” policy.

2.3 Education:

The training needs analysis has been reviewed to incorporate both children’s and adults safeguarding, and aligns the levels of training between adult and children which provide better clarity to different staff groups about the appropriateness of training.

2.3.1 Numbers trained to date:

Level 1 Safeguarding Adults

Level 1 non-clinical staff i.e. porters, administration, laboratory, catering and facilities staff. Volunteers also receive the level 1 DVD during volunteer induction and refresher days.

- Total Staff - 9884
- Total Staff Trained Level 1 - 9799 (99.14%)
- Community Total Staff = 481
- Community Staff Trained = 480 (99.79%)

HEALTHWRAP: Prevent Training

Delivered at Corporate Induction to all newly appointed staff. All staff require training and ad hoc sessions are available across all three sites for untrained staff.

Date	All Staff			Training Activity			
2015/ 16	Total Staff	Staff Trained	% Trained	Sessions delivered per Q	Staff Trained per quarter	Total sessions delivered	Total staff trained
Q1	9780	4538	46.4	27	900	274	6305
Q2	9414	5137	54.6	32	1421	306	7668
Q3	9694	6135	63.29	32	662	338	9086
Q4	9884	6733	68.12	21	1163	359	4146

Safeguarding Children and Adults - Level 2

Level 2 clinical staff includes senior medical staff, nursing staff, support staff, allied health professionals, pharmacists, radiologists, etc. who provide care for adults.

Level 2 safeguarding training delivered on day 2 at corporate induction. The session includes, video clips, group work, discussion. Content includes recognition and referral of safeguarding concerns for children and adults, impact of abuse on the victim, mental capacity assessment, organisational abuse, sexual exploitation, domestic abuse undertaking routine enquiry safely. Early interventions, patient centred care and how to access support and advice.

Safeguarding Children and Adults Level 2 - Training Compliance Rates

Date	All Staff			Junior Doctors		
	Total Staff	Staff Trained	% Trained	Total Staff	Staff Trained	% Trained
2015/16						
Q1	5928	5346	90.18	508	384	75.6
Q2	5738	4249	91	491	93	18.94
Q3	4925	4517	91.72	547	337	61
Q4	4825	4519	93.66	577	374	64.82

Safeguarding Children and Adults - Level 2 Updates

The Moodle e-learning Level 2 Update has 2 modules, community and acute, assessment questions reflect the different work environments. All staff trained prior to December 2013 have access to the Safeguarding Level 2 Update Moodle module. Staff are contacted and advised to complete the e-learning module.

Safeguarding Adults Level 3

Delivered to senior nurses including head nurses, safeguarding champions, site leads, ward managers/team leaders and nominated specialist nurses. Identified staff are targeted and prioritised for phase 1, 2 or 3 of the training plan depending on role and responsibility.

Staff requiring safeguarding adults level 3 training are to be compliant with safeguarding children and adults level 2 and maintain compliance within three years using the Moodle e-learning update plus demonstrate knowledge and understanding of MCA and DOLS by attending a taught session or completing the e-learning module.

Sessions delivered jointly by the adult safeguarding team and social work team. Dates for 2016 are planned, staff will be notified and dates advertised on the Easy Learn management system.

	Phase 1 July 2015			Phase 2 April 2016			Phase 3 - Start - Sept 2016		
2015-16	Total Staff	Staff Trained	%	Total Staff	Staff Trained	%	Total Staff	Staff Trained	%
Q1			76%			10%	10%		10%
Q2			83%			10%			10%
Q3	129	121	93.7%	43	6	13.9%	50	18	36%
Q4	137	130	94.8%	43	11	25.5%	50	22	44%

The Care Act & Making Safeguarding Personal (MSP)

A number of training events/workshops were held across the organisation to raise awareness of the Care Act and MSP, this was led by the AHN for adult safeguarding and had support from a senior practitioner within social care. The various levels of training have all been revised so that they link with this and various resources such as newsletters, bulletins from external agencies have also been shared across the sites. The adult safeguarding team are planning further training sessions for 2016 - 2017

2.4 Incidents

In total **1047** safeguarding adult concerns were reported Q1 (260), Q2 (237), Q3 (252), Q4 (298) this was an increase of 130 from last year when there were 917 reported Q1 (246), Q2 (222), Q3 (218) & Q4 (231).

These were all categorised following initially reporting as either actual, potential or not safeguarding. An example of actual safeguarding would be financial abuse by a relative or physical abuse by partner/carer. Potential safeguarding can be a non-hospital acquired or hospital acquired pressure ulcers, these would require a root cause analysis and fact finding to determine the cause and it may be that they then become actual. An example of an incident that may be initially described as safeguarding by staff but is not would be a staff injury (caught arm on door) or a cancellation of a clinic.

<u>Category</u>	<u>Q1 - Q4</u> 2014 - 2015	<u>Q1 - Q4</u> 2015-2016
Actual	494	570
Potential	225	154
Not	198	323
Totals	917	1047

Reporting from sites - all sites saw an increase in the reporting from last year - as follows:

<u>Site Specific</u>	<u>Q1 - Q4 - 2014 - 2015</u>	<u>Q1 - Q4 - 2015 - 2016</u>
Solihull reported	141	176
Heartlands reported	511	554
Good Hope reported	265	317

Deprivation of Liberty (DOLS) applications:

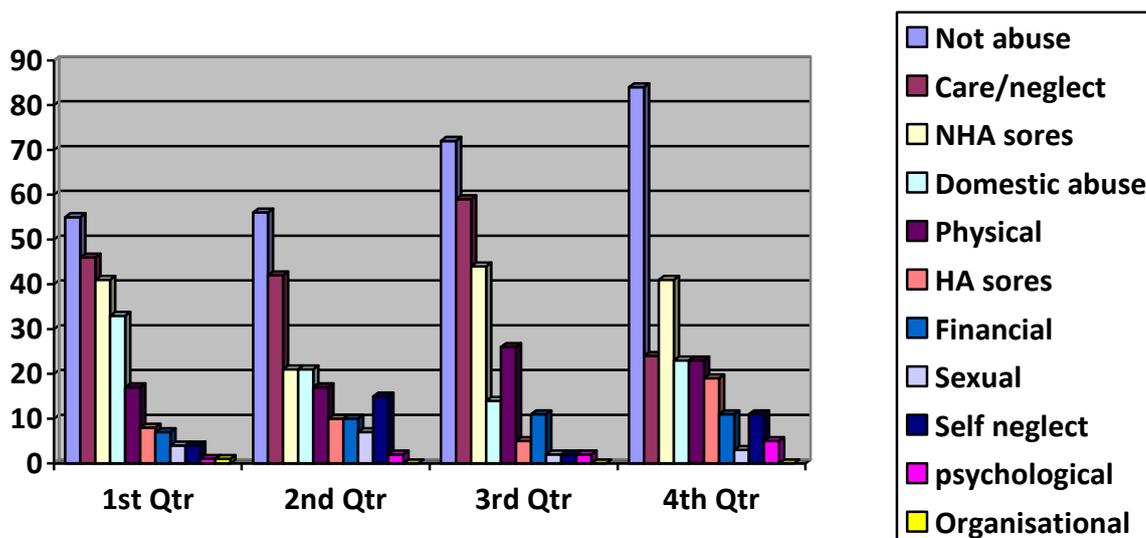
We have seen a steady increase in the number of applications over the year and detailed reports are completed quarterly and circulated to the members of the AS steering group, Head Nurses and champions. Copies are also uploaded onto the AS intranet page

DOLS applications	2014 - 2015	2015 - 2016
Q1	29	44
Q2	35	48
Q3	47	49
Q4	47	62
Totals	158	203

2.4.1 Themes and Lessons Learnt

The high proportion of the reported safeguarding alerts primarily fall into the category of care/neglect, physical abuse, financial, non hospital acquired pressure ulcers. Monthly Site specific reports have been developed and these are copied to the Head Nurses for them to share with Matrons and Sisters and would be discussed at the quality and safety meetings. Lessons learnt are then reported back to the monthly safeguarding adult steering group.

The safeguarding adult web page is fully operational and the Associate Head Nurse for Adult Safeguarding is responsible for ensuring the site is up to date. Staff have access to various resources and information such as; audit results, newsletters, training, procedures for reporting, mental capacity assessment forms, links to NMC, equality and diversity. To date there has been a total of 74,118 hits to the safeguarding adult website.



The safeguarding adult scorecard links to the DOH 6 principles of safeguarding these are: Empowerment, Protection, Proportionality, Partnerships, Accountability and Assurance. The scorecard is reviewed quarterly at the safeguarding adult steering group. Copies are distributed to all Head Nurses, Matrons and sisters for them to share with junior members of their teams and also uploaded onto the safeguarding adult website.

Ensuring that learning from SCR's/DHR's/safeguarding incidents are learned across the organisation has proven to be a real challenge given the complexity and size of the organisation. To improve practice these are monitored and reviewed quarterly at the AS steering group and with the champions and the site AHN with support from the adult safeguarding team.

Since March 2016 the adult safeguarding team have set up a safeguarding advice line and this runs Monday - Friday between the hours of 9 till 5, a database has been developed and from Q1 2016 a report will be compiled to capture themes/advice given

HEFT have participated in 1 SAR for BSAB which was managed via a desk top review process and this was co-ordinated by the CCG, actions identified and shared both within the organisation and externally. We also had a SUI on Sol site which was investigated through SUI and coroners route but this was also then reviewed and investigated by SSAB for a SAR, an Individual Management Reports (IMR's) has been completed and currently waiting for approval from the panel, the action plan once agreed will be monitored via the Safeguarding Adults steering group

2.5 Audits

The impact of the implementation of policies and procedures and staff education programmes needs to be measured and HEFT have a robust audit programme, which has been gathering data related to adult safeguarding across HEFT during the last year.

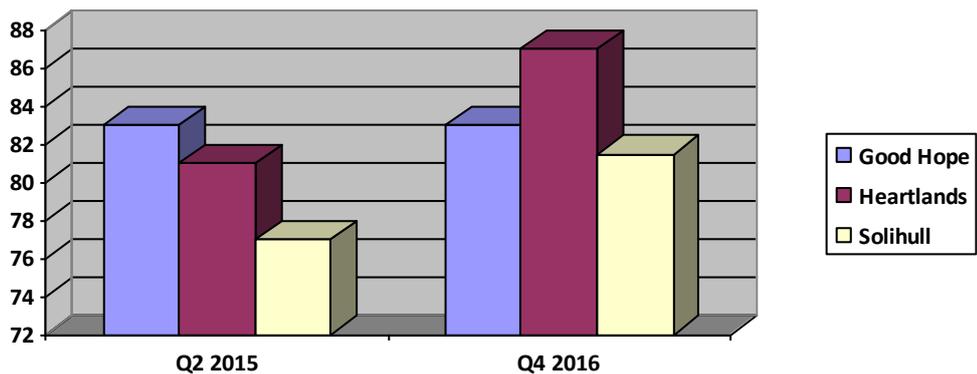
Acute Hospital Staff awareness

An audit of staff awareness of the Safeguarding adult policy and procedure has been undertaken by the Adult safeguarding team during quarter two and quarter four, which helps to evaluate the staff training and any gaps. A structured questionnaire was developed and a random selection of nursing staff.

When all the results were analysed the overall percentage of correct answers were:

Good Hope hospital = 83% (Trained 86% & HCA's 77%);
Heartlands Hospital = 87% (Trained 90% & HCA's 80%);
Solihull hospital = 81.5% (Trained 87% & HCA's 74%)

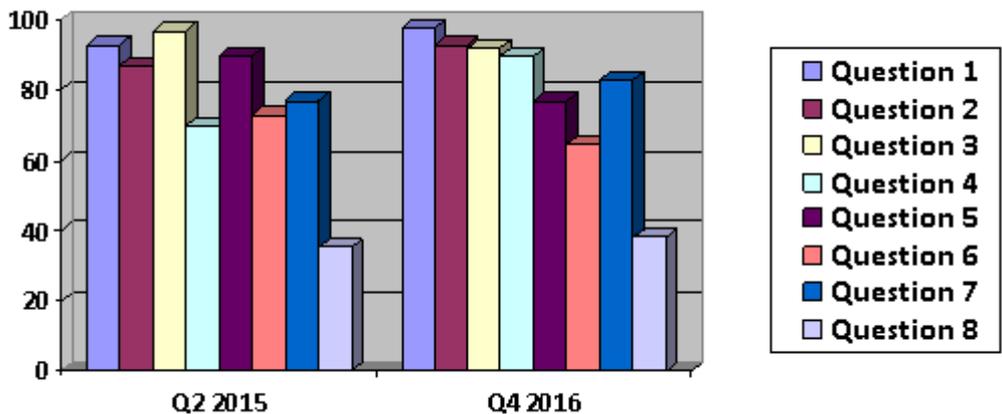
Overall score was 84% in comparison to last audit which was 80%



Key Findings:

Slight increases on a number of the questions and there seems to be more awareness of “empowerment”, not much change to the response around clinical holding which demonstrates that we need to continue to promote the policy/process across the 3 sites. MCA - staff are more aware of the Act but decrease in the results around what they would do around the decision making - we would like staff to feel more confident in their answer and refer to the capacity assessments being used and clear as to who would undertake them.

Overall we were welcomed to the wards and staff were very receptive. This was also an opportunity for the team to signpost staff to the Level 2 AS training and the MCA Moodle package.



Recommendations & Learning

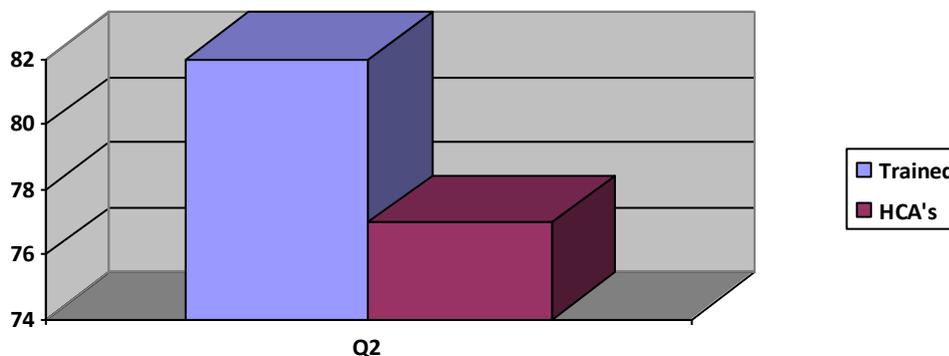
- Discuss results with members of the safeguarding adult steering group
- Share report with Head Nurses, Champions & the Senior Nurses
- Continue to promote the Level 2 AS training and the MCA Moodle package
- Undertake an audit specifically related to “clinical holding” - plans in place for Q1
- Continue work with the MCA & DOLS steering group
- Individual site reports have also been produced and will be shared with the relevant site leads

Community Staff Awareness:

A total of 24 staff were interviewed (18 trained B5-B7's & 6 HCA's).

When all the results were analysed the overall percentage of correct answers were:

Overall score was 80%



Key Findings:

Overall the staff responded really well and knew how to recognise and respond to the safeguarding adult concern. The main gap is with just 2 particular areas, questions 6 & 8, they are unsure of the Community Lead for AS and not clear on the number of incidents or themes that are reported.

Recommendations & Learning

- Discuss results with members of the safeguarding adult steering group and the Nursing and Midwifery Board
- Share report with the Sol Head Nurse & Associate Head Nurse and with the Community Team Leads
- Raise awareness of the new AS team and contact numbers
- Work with performance team to develop the community AS scorecard which can then be shared with the leads/teams etc.

2.6 Governance

A detailed organisational safeguarding scorecard/activity report is provided for our commissioners and LSAB's which shows a breakdown of safeguarding activity by the individual sites and directorates. The report identifies key lessons learned, emerging themes and is supported by the use of case studies, which reflect on the application of the key safeguarding principles in practice. "Hot spot" areas are monitored and reviewed to ensure that actions are taken to mitigate any risks. See table below which has a summary of reports and various assurance tools, monitoring that is currently in place.

<u>Requirement/report</u>	<u>Frequency</u>	<u>Who to</u>
Compliance Report for CQC re: Outcome 7 Reg 13	Quarterly	Governance & Risk - Compliance Team
Adult Safeguarding Activity - Scorecard	Quarterly	Adult Safeguarding Steering Group, Head Nurses, Clinical Leads, Matrons.
HEFTS Adult Safeguarding Annual Report	Annual	Trust Board, Local SABS
Audit programme - monitoring staff knowledge, understanding of Adult Safeguarding, MCA/DOLS and various policies associated with safeguarding such as clinical holding & Enhanced Observation (specials)	Quarterly	Adult Safeguarding Steering Group Head Nurses/Site Teams
Implementation of action plans from case reviews DHR's, SAR's, SILPS.	Quarterly or as requested by Local SABS	Adult Safeguarding Steering Group, Local SABS (as requested)
Assurance reports to LSAB's	As requested by LSAB's	LSABS & Adult Safeguarding Steering Group
Complaint Monitoring	Quarterly	Site Head Nurses & AS Team
Performance & Quality reviews	Annual programme in place	Site Quality & Safety meetings, Senior Nurse Forums, compliance team
CCG contractual requirements in relation to Adult Safeguarding	Quarterly	CCG, Adult Safeguarding Steering Group
Safe recruitment practice & HR process (DBC-CRB checks) Disciplinary procedures	Quarterly	Adult Safeguarding Steering Group, Site Head Nurses
Hearing the Voice of the patients/Service users/Carers that access HEFT Services	Quarterly	Quality & Safety Meetings Adult Safeguarding Steering group

2.7 Mental Capacity Act (MCA) & Deprivation of Liberty Safeguards (DOLS)

MCA & DOLS is an important feature within safeguarding and we have both a legal and CQC compliance requirement to ensure that we have robust systems and processes in place that safeguard our patients. A MCA & DOLS steering group is in place and meetings are held on each of the sites quarterly whereby minutes and actions are shared across the teams, we have also developed ambassador wards and they lead on the implementation of training, good practice etc.

An action plan is in place following the audit that was undertaken last year and this is monitored and reviewed at the Adult Safeguarding steering group

A number of bespoke training packages have been created by the AHN for adult safeguarding for various teams/depts, specialities. From April 2016 a new package has been designed for trained nurses aimed at B5 and above, this is being rolled out to the "hot spot" areas first such as Elderly care, T & O, stroke services. We have also been working very closely with our CCG MCA & DOLS project team and they have been very supportive in helping the adult safeguarding team to raise awareness across the Trust, participated in audits and undertook walk-about, developed newsletters and generally shared resources with us.

3.0 Other work-streams that link to Adult Safeguarding - Dementia Awareness

The national Dementia CQUIN aims to encourage Healthcare Professionals to improve care for patients with dementia during episodes of emergency unplanned care.

Heart of England NHS Foundation Trust (HEFT) recognises that carers' and relatives play a vital role in the care of patients with dementia and is committed to improving how we work with and support carers of our patients. There are on-going surveys which are being undertaken across all 3 sites and data is collected monthly by the performance team and a senior faculty educator, who has responsibility for the Carer's Forum, analyses the data, collating it on a spread sheet.

From the responses received, comments are reviewed and currently shared at the Carers Forum, the Dementia Steering Group and with the Head Nurse of Patient Experience.

Actions to Date

In Quarter 2, local press and nursing journals published articles on the About Me documentation and its launch at HEFT. Our audit tool was the Carer's Survey. A successful carers Conference held at Solihull Hospital was attended by over 200 HEFT staff and Carers.

Quarter 3 saw each site decorate a Christmas tree for staff and visitors to make a pledge or write a memory on a forget me not flower, which was placed on the tree. These were well received and raised the profile of Dementia and the Carer.

There is a continual display in all Health information areas of all three HEFT hospital sites, which contains the latest leaflets, booklets and contact numbers for various organisations to aid signposting and offering support groups for users to contact.

Quarter 4 report. 62 surveys completed since launch in October (6 months). Majority of respondents felt fully supported. Majority of carers felt invited to input into the patients care, however 8% did not feel they were involved at all. 66% stated that they were given the 'About Me' booklet to complete, with a third saying they had not seen sight of it.

The establishment of open visiting across HEFT has enabled flexibility of access to wards. 73% of respondents stated that they were able to visit outside of normal visiting hours. Communication between staff and carers with regard to medical treatment has been generally good, with 80% reporting they have been involved in the communication and meaningful updates.

Discharge planning is an area that the Trust strives to improve in 68% of respondents stated that they were actively involved. Information relating to on-going support for patients and carers with dementia was seen to be an area where improvement could be made. 32% of respondents stated that they did not receive information regarding organisations thus to provide support/guidance on discharge.

A question on staff understanding and awareness of dementia highlights good areas of practice but also where more training is required.

Improving Dementia Care - Carers' Survey Actions to be taken

- Moodle site is currently under construction for all staff members, carers, relatives and patients.
- Awareness sessions/training days which are multi-disciplinary including Nurse Induction and Band 5 Preceptorship courses.
- The Trust's new organisational structure will consist of five divisions. Each individual division will be responsible for patient experience and monitoring, with the possibility to be added to the quality dashboard in the future.
- The new dementia leaflet has been sent out from January on all Trust employee wage slips.
- Bi-monthly Carers' Forum providing the opportunity for collaboration between The Heart of England Foundation Trust (HEFT), patients, carers and the local communities to facilitate working together to enhance the patient experience across all Hospital sites and within the Trust.
- Faith Advocacy Group. Planning to look at dementia in other cultures.
- Supporting National Dignity Day, Dementia Awareness Week and Dying Matters Awareness Week.
- A Recognising the Carer leaflet 'time to care' - How working together can lead to improved patient care.

3.1 Equality and Diversity

The trust serves the diverse local population of Birmingham and beyond. This population is ethnically diverse - nearly 42% of the population is from black and minority ethnic backgrounds and speak over 60 languages. Among our staff, we have 27.3% staff from different ethnic communities. The local demographics is dynamic and it is vitally important that all patients and staff who come into contact with us in different settings feel included, respected and valued. Treating everyone in a fair and inclusive manner is a key priority for the Trust.

Partnership working across the Birmingham & Solihull health community was the focus of our equality work in 2015/2016 to ensure our services are as inclusive and accessible as possible across primary and secondary care patient pathways with involvement from all communities. This is demonstrated by the equality activity undertaken in this year. The equality implementation based upon the Equality Delivery Framework (EDS2) focused on achieving better health outcomes for all; improved patient access and experience; empowered, engaged and included staff and

Inclusive leadership at all levels. Key Highlights for patients and Staff in 2015/2016 include:

- More patients seen by the specialist acute liaison learning disability health facilitation service
- Specialist Community Learning Disability Nurse service work with children up to 18 years and undertake social, educational and healthcare assessment, planning, implementation of strategies and evaluation in partnership with parents/ carers/ children and young people to achieve better outcomes
- Launch and implementation of learning disability toolkit 'making a difference together'
- Safeguarding and learning disability conference ' Making a difference - no decisions about me without me'
- The development of guidance for providing care to pregnant women and new parents with a learning disability
- increased use of our accessible 24/7 interpreting service; 12957 face to face interpreting sessions in 60 languages including BSL (British Sign Language) provided to patients
- The development of guidance for meeting the needs of visually impaired people
- The delivery of Deaf/ Deaf-blind awareness training for Trust staff;
- The completion of on line Equality & Diversity/ Human Rights training by 5076 staff.
- First NHS Trust to partner with Dyslexia Action to support all staff with hidden disabilities i.e. dyslexia, dyspraxia, autism, ADHD, dyscalculia. For the first time this group of staff are provided screening, advice, workplace guidance and reasonable adjustments, specific to their needs, as part the Health and Wellbeing portfolio.
- Staff engagement events held with LGBT, disability, black and minority ethnic groups

Mainstreaming equality is central to our work. Across all areas there is genuine commitment to the principles of fairness, equality of access for patients, carers and visitors as well as equality of opportunity for staff. There is also a good understanding of how to access the various services that are in place to make sure those patients with additional needs are well cared for and not disadvantaged. These include meeting the religious, spiritual, dietary and communication needs of all of our patients.

Multi-faith Chaplaincy Service

Religion is one of the equality monitoring data characteristics the Trust has routinely collected from patients; see link below:

The multi-faith chaplaincy team provides services to the whole hospital community i.e. patients, staff and visitors. Our in-house male & female chaplaincy staff and volunteers regularly visit the wards and departments within the three hospital sites to be alongside everyone in their moment of need to offer spiritual, pastoral and religious care. Our chaplaincy staff supported by a number of chaplaincy volunteers from various religious backgrounds regularly holds religious events such as Eid and Diwali celebrations. These events are open to all Trust staff and contribute to raising cultural and religious awareness of diverse communities the Trust serves. The Trust provides Multi-Faith prayer facilities on three hospital sites. Regular services of Prayer as well as Holy Communion and Roman Catholic Mass are offered.

End of life care and Bereavement services

The Trust recognises the diverse demographics of the local community and incorporates this into the Bereavement policy and procedures. There is a rapid release procedure to enable deceased patients, not requiring referral to the Coroner, to be buried as soon as possible after death. This includes out of hours release.

A two monthly Faith Advocacy Group meeting takes place whereby representatives from the Coroner, Registry Office, and Bereavement Services across all Birmingham NHS Trusts, CCGs, and local faith communities meet to discuss End of Life and Bereavement issues both within and out of hospital/community.

We continue to trial a working process which reflects the Government's proposal for Death Certification reforms following the Shipman Enquiry. This involves scrutiny of the circumstances leading up to the death of a patient and ensuring accuracy of cause of death.

LGBT (lesbian, gay, bisexual, trans)

An Employee Wellbeing discussion paper identified in September 2015 that there was no support provision for LGBT staff working at HEFT. LGBT people are twice as likely to attempt suicide as heterosexual people, with gay and bisexual men most at risk.

The safeguarding team is an active participant on at the HEFT LGBT steering group and is enthusiastic about helping the group attain its strategic goals;

- To develop a Trans policy covering patient and staff members
- To have HEFT recognised as a Stonewall Diversity Champion, indicating it is a good practice employer on sexual orientation, equality and gender identity
- For HEFT to have an active presence in the Birmingham LGBT community (including Pride parades and support / social groups)
- To be proud advocates of International Transgender Day of Disability

Learning Disability

Collaborative work with stakeholders has continued at the trust to further improve services for patients with learning disabilities and their carers,

- Mechanisms to identify and flag up patients with learning disabilities implemented prompting staff to check for a patient passport and to make reasonable adjustments:
- Developed and implemented protocols and pathways of care which are readily adjustable to meet the healthcare needs of patients with learning disabilities:
- Providing comprehensive information jointly designed and agreed with people with learning disabilities and representatives of local bodies/local advocacy organisations:
- Treatment options are provided to patients with learning disabilities:
- Information provided to ensure families/carers, who support patients with learning disabilities, are aware of disability legislation and carers rights:
- On-going learning disability awareness training in keeping with relevant equality and human rights legislation provided to staff:
- Representation of people with learning disabilities and their families/carers are involved in the trust LD steering group with trust board members/local groups and other relevant forums:
- Undertake audits to seek the views and interest of people with learning disabilities and their families/carers:
- Service Level agreement with Coventry & Warwickshire NHS Partnership Trust for the provision of learning disability acute liaison service provided by the specialist LD health facilitation nurse team. SLA includes Band 6 post split

Equality & Diversity Training

Work has been on-going to embed equality and human rights across the trust throughout the year. This includes comprehensive equality & diversity and mandatory training to assist staff in gaining appropriate knowledge, skills and competencies to provide fair and inclusive service to patients, visitors and stakeholders;

Equality Impact Analysis

Equality impact assessment is undertaken on all trust policies and services to ensure that they have no adverse impact due to disability (or any other protected characteristic as per the Equality Act 2010). E&D department's key aim is to respond to issues raised and to make sure that trust policies, services and functions are more accessible and responsive to the needs of all the communities we serve.

In the 2015/ 16 financial year, a number of policies were developed by the safeguarding team and all were subject to Equality Impact Analyses. These include:

- Clinical Holding policy
- Domestic abuse policy
- Enhanced observation policy and procedures
- Position of Trust policy

Interpreting Services

The trust remains committed to ensure 'fair and easy access for all' to its services by providing a full range of interpreting services in all languages including British Sign Language i.e. 65 languages were used in 2014/2015. Further enhancement of provision and accessible communication has been ensured this year with the introduction of a standardised interpreting and translation services across the trust.

Challenges

Implementing trust equality strategy and EDS2/CQC Action Plan framework across such a large organisation as Heart of England NHS Foundation Trust, serving different communities and demographics on multiple sites is a major task and it undoubtedly reveals many challenges. However, the E&D department remains committed to ensuring that our patients, staff and stakeholders remain fully involved in the planning, development and implementation processes, to ensure the services we provide meet the needs of all our patients and staff.

Plans for 2015/16

5 key strategic actions have been identified to further improve and streamline Trust EDS2/CQC action plan:

1. Establish Task Group - This will oversee the overall development and delivery of the key improvements.
2. Improvement of equality data collection and usage for staff and patients which will enable us to profile patients as well as supporting the ability to undertake wider workforce analysis
3. Revise the Equality Impact Assessment Process which will make the process more robust to embed equality and diversity into policy and practices
4. Review the learning and education provision on equality topics to up skill our staff on equality issues to positively impact patient and staff experience.
5. Work with the staff engagement group on issues related to discrimination, bullying and harassment.

4.0 Priorities for safeguarding adults 2016 -2017

HEFT embraces the 6 adult safeguarding principles that we will use to guide and inform our approach to delivery of our safeguarding responsibilities. However, rather than focus on processes we need to look at outcomes and most important is a focus on the individual concerned and on the outcomes they want for themselves, working in partnership with local authorities to embed the making safeguarding personal (MSP)

These principles are:

Principles of Safeguarding (taken from DOH 6 principles)

1. Empowerment - presumption of person led decisions and consent
2. Protection - support and representation for those in greatest need
3. Prevention - prevention of harm and abuse is a primary objective

4. Proportionality - least intrusive response to the risk presented
5. Partnership - local solutions through services working together in their communities
6. Accountability - transparency in delivering safeguarding

Priorities and ambitions for Adult Safeguarding 3 year plan are listed below, we recognise that this strategic plan may need to be added to or amended during the course of the year in order to reflect continuous learning and competing priorities, and as the unfolding implications of the Care Act become apparent.

Priority 1: Hearing the Voice of the patients/Service users/Carers that access HEFT Services

Strategic Ambition	Proposed Action	By Whom/Lead	Timeline
<p>That Adult safeguarding arrangements within HEFT are fully reflective of the needs and priorities of the patients and carers that access our services</p>	<ul style="list-style-type: none"> • Develop a patient/public engagement and consultation plan. Capture public voice and perceptions. • Seek regular feedback from patient and carers who have been engaged in safeguarding situations. • Ensure findings of above are reviewed at steering group and used to inform development of practice. • Explore how information about safeguarding can be presented to public in different formats; how friends, families and carers can be involved to help the individual understand the choices they face: “no decision about me without me” • Family & Friends Test results - share good practice • Work in partnership with the LSAB’s to embed making safeguarding personal (MSP) 	Pt. Experience Lead	June 2016
		Adult Safeguarding Team	On-going
		Adult Safeguarding Team	June 2016
		Adult Safeguarding Team & Comms	On-going
		Site Head Nurses Adult Safeguarding Team	On-going

Priority 2: Governance

Strategic Ambition	Proposed Action	By Whom/Lead	Timeline
<p>That HEFT is complaint with CQC regulations, the Care Act, and local & national guidance around adult safeguarding.</p>	<ul style="list-style-type: none"> Review membership of the Steering group & TOR 	<p>AHN Adult Safeguarding</p>	<p>Completed</p>
	<ul style="list-style-type: none"> Maintain an accurate dashboard picture of safeguarding activity across organisation 	<p>AHN Adult Safeguarding</p>	<p>Quarterly</p>
	<ul style="list-style-type: none"> Ensure key safeguarding challenges and risks are identified and escalated appropriately within organisation. 	<p>Site Head Nurses & Adult Safeguarding Team</p>	<p>On-going</p>
	<ul style="list-style-type: none"> Ensure there is suitable organisational representation in local Safeguarding Board structures; ensure key practice issues and local challenges /developments are fed back to steering group. 	<p>Site Head Nurses & AHN Adult Safeguarding</p>	<p>On-going</p>
	<ul style="list-style-type: none"> Review and update policy and procedure as required. 	<p>AHN Adult Safeguarding</p>	<p>December 2018</p>
	<ul style="list-style-type: none"> Publish an Annual safeguarding report which includes a review of organisational compliance. 	<p>AHN Adult Safeguarding</p>	<p>April 2016</p>

Priority 3: Harm Free Care, Prevention of abuse/harm

Strategic Ambition	Proposed Action	By Whom/Lead	Timeline
<p>That HEFT has effective preventative practice in place, to minimise the risk of abuse or neglect occurring</p>	<ul style="list-style-type: none"> • Identify ambassador wards to promote best practice in dementia care, and for patients with LD or mental health problems. • Use patient and public feedback to identify early indicators of potential concern. • Use quality and incident reports to identify early indicators of potential safeguarding concerns. • Work in partnership with community safeguarding leads to monitor trends across sectors. • Develop a safeguarding learning hub. Ensure organisational training packages stress 'early help' interventions and defensible decision making. • Map out alternative pathways (non- section 42) for addressing quality and clinical concerns robustly and proportionately. • Implement learning from serious cases SAR's, DHR's, SILPS. Devise action plans to embed learning and cascade via AS steering group, NMB. Share with Head Nurses, clinical leads. • Domestic Abuse - Work in partnership with Women's Aid to raise awareness. • Organise Conference. Revise the policy & process Develop the Domestic abuse steering group • Continue to raise awareness of Prevent. Revise the HEALTHWRAP training. Monitor & implement actions from the self-assessment document 	<p>Site Head Nurses Site Head Nurses</p> <p>Site Head Nurses & Adult Safeguarding Team Adult Safeguarding Team Safeguarding Trainer & AS Team</p> <p>AHN Adult Safeguarding with Adult Safeguarding LA Leads Site Head Nurses Adult Safeguarding Team Prevent Lead & Adult Safeguarding Team</p>	<p>June 2016</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>December 2016</p> <p>June 2016</p> <p>On-going & case by case</p> <p>September 2016</p> <p>On-going</p>

Priority 4: Partnership working

Strategic Ambition	Proposed Action	By Whom/Lead	Timeline
<p>That HEFT works collaboratively with the Local SAB's, other services, teams and agencies to ensure that all patients experience a personalised and individual response when safeguarding concerns are raised</p>	<ul style="list-style-type: none"> • Explore representation from external groups on AS steering group • Cascade newsletters, bulletins, and resources from external links • Continue to develop working relations with hospital based social work teams • Establish local agreement on HEFT's contribution to sec42 enquiries • Develop improved systems for picking up and communicating issues on admission, discharge with nursing homes. • Update the messages on Trust Intranet safeguarding page to reflect the MSP agenda • AHN Adult Safeguarding & Lead for Social Care to present to Senior Nursing staff key messages (package developed in partnership with BSAB) • Training to be revised to link in with the Care Act & MSP Level 3 for Senior Srs, Matrons to be developed 	<p>AHN Adult Safeguarding Adult</p> <p>Safeguarding Team Adult Safeguarding Team</p> <p>AHN Adult Safeguarding</p> <p>Site Head Nurses Adult Safeguarding Team</p> <p>AHN Adult Safeguarding AHN Adult Safeguarding</p>	<p>Completed On-going On-going</p> <p>June 2016 December 2016 May 2016 Completed Completed & being rolled out</p>

Priority 5: Assurance

Strategic Ambition	Proposed Action	By Whom/Lead	Timeline
Implement the Quality Assurance Framework to ensure HEFT has an effective system in place for Adult Safeguarding	<ul style="list-style-type: none"> • Develop the quality assurance framework • Review audit programme. Involve SA lead from CCG & compliance manager • Explore options for external peer review/audit • Work in partnership with PALS manager to capture feedback from patients and their carers • Produce training needs analysis and training data. • Report on patient outcomes • Report on training activity • Report on MCA activity • Report on DOLS activity 	AHN Adult Safeguarding AHN Adult Safeguarding Adult Safeguarding Team Adult Safeguarding Team Adult Safeguarding Team	March 2016 June 2016 December 2016 On-going Review annually Quarterly Quarterly Quarterly Quarterly

Priority 6: Application of MCA & DOLS

<u>Strategic Ambition</u>	<u>Proposed Action</u>	<u>By Whom/Lead</u>	<u>Timeline</u>
Ensure that HEFT is compliant with the application of MCA, DOLS and use of restraint within practice	<ul style="list-style-type: none"> Task and finish group set up to begin in July with rep from 3 sites of SWS, SCN's, Associate head nurses, Site Matrons for safeguarding, chaired by Matron SA with support from Dep Chief Nurse 	AHN Adult safeguarding Site Head Nurses, AS Champions	Completed
	<ul style="list-style-type: none"> Continue to promote the Moodle MCA package for all clinical staff 	AHN Adult Safeguarding	On-going
	<ul style="list-style-type: none"> Monitor the action plan via the NMB & SA steering group 	Adult safeguarding team	Quarterly
	<ul style="list-style-type: none"> Re-audit compliance during Q2 & Q4 	Adult Safeguarding team	March 2016
	<ul style="list-style-type: none"> Target training to the "hot spot" areas 		On-going
	<ul style="list-style-type: none"> Develop case studies 		
	<ul style="list-style-type: none"> Work in partnership with the CCG project team for MCA & DOLS 	AHN Adult safeguarding	Completed
	<ul style="list-style-type: none"> Share practices from other Local trusts & network 	Adult Safeguarding Team	On-going
<ul style="list-style-type: none"> Conference planned for October 2015 with LD team "Making a difference - No decision about me without me" 	AHN Adult Safeguarding & LD team	completed	

Part 2 : Safeguarding Children

1.0 Summary of Achievements at HEFT 2015-16 Safeguarding Children

During 2015-16 the Trust has:

- **Invested** considerably in the Specialist Safeguarding Team in recognition of the growing organisational statutory and regulatory requirements
- **Increased the effectiveness of partnership** safeguarding by establishing a safeguarding specialist presence in both Solihull and Birmingham Multi-Agency Safeguarding Hubs. This has improved the timeliness of information sharing and increased capacity for joint decision making.
- **Expanded the scope and scale of safeguarding supervision** within the organisation helping to support staff and enhance their decision making.
- **Engaged the whole workforce in safeguarding learning** and has achieved and maintained levels for safeguarding education at level 1, 2 and 3 at over 85%. The Trust has continued to expand safeguarding education and development opportunities in relation to Child Sexual Exploitation and Right Service Right Time.
- **Updated Safeguarding Policies** in view of changes highlighted in Working Together (2015); the Lamphard Review (2015) and Mandatory reporting of Female Genital Mutilation has been introduced for registered NHS staff.
- **Continued to lead a well-established Safeguarding Audit Programme** which focuses on transition points or areas of identified risk.
- Monitored patterns of safeguarding activity and **demonstrated substantial improvements in the quality of information provided in safeguarding referrals (particularly those from community midwifery services)**
- **Increased mechanisms to provide service user feedback** in relation to safeguarding within the organisation.
- The Trust can provide examples of specific cases where children were identified as vulnerable/ at risk of abuse or neglect and due to sharing of information effective multi-agency responses were put in place to safeguard children

During 2016-17 the Trust will be seeking to:

- Improve the effectiveness of the safeguarding assessments carried out on 16-18 year olds presenting to adult services
- Continue to embed best practice in relation to identification and response to Child Sexual Exploitation and Domestic Abuse
- Continue to promote and support Early Help to families and children through use of appropriate assessment tools
- Continue to improve the quality of referral information with a particular focus on ED
- Further the expansion of safeguarding supervision
- Develop the Team of Specialists for Safeguarding in the Trust
- Contribute to the new Joint Assessment Process
- Continue to endeavour to capture the views of children and service users.

2.0 Introduction

Heart of England NHS Foundation Trust is large provider of a wide variety of scheduled and unscheduled health services for residents of Birmingham, Solihull and parts of Staffordshire. The Trust provides the following services to patients: Emergency Care, Maternity and Neonatal Services, Acute Services for Adults and Children, Community Services within Solihull.

- The Trust employs just under 10,00 staff and, annually, sees and treats 1.2 million people and has over 261,000 attendances to the Emergency Departments 63, 127 of which are under the age of 19 years, approximately 10,000 new births annually and sees 110,000 children (0-18 years across in and out-patient services).
- The Trust has a Safeguarding Unit responsible for provision of advice, support, policy, supervision and education to the wider workforce on safeguarding matters. This Team support the multi-agency working groups within the LSCBs that the Trust relate to and coordinate the Safeguarding Audit Programme and our input into safeguarding reviews (including learning reviews, SCRs, SARs and DHRs). The Team are managed by the Head Nurse for Safeguarding who reports to the Chief Nurse and Executive Lead for Safeguarding providing Board oversight of safeguarding arrangements. During 2015-16 the Trust has increased investment into the Safeguarding Unit. This has included an additional four, full time safeguarding children nurses.
- Due to the considerable geographical area covered the Trust is required to maintain relationships with three Local Authorities and three Safeguarding Children Boards (Birmingham, Solihull and Staffordshire). Although it should be noted that the Trust does not sit as a formal member of the Staffordshire Board currently.

Locally

- Both Solihull and Birmingham have introduced Multi-Agency Safeguarding Hubs to facilitate early sharing of information at the point that a referral is received and HEFT has staff contributing to these arrangements in both Hubs.
- Solihull and Birmingham also continue to work toward delivering early help to families with greater impact and effectiveness prior to the need for statutory intervention.

Nationally child protection discussions have been focused on:

- Media coverage in relation to agency failures to respond to Child Sexual Exploitation appropriately or effectively
<http://www.publications.parliament.uk/pa/cm201415/cmselect/cmcomloc/1114/111402.htm>
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/401119/46966_Rotherham_Report_PRINT.pdf
- Historic reports of sexual abuse
- Systems required to manage personnel safely in the NHS and respond to concerns post Savile
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/407209/KL_leasons_learned_report_FINAL.pdf, Myles Bradbury <http://www.verita.net/wp-content/uploads/2015/10/CUH-final-191015-report.pdf> and subsequent learning reviews which are linked here.
- Government Improvement Agenda for Las proposals to review the LSCB roles and functions and the SCR process
- Growing numbers of Asylum Seeking Children
- New Joint Targeted Area Inspections for Safeguarding <http://www.cqc.org.uk/content/joint-targeted-area-inspections-be-launched-year>

3.0 Effectiveness of Safeguarding Arrangements

- HEFT Safeguarding Children Committee has met bi-monthly for 5 years.
- The Trust Board receives a **minimum** of one report annually in relation to safeguarding, with plans to increase quarterly reporting at Board level on safeguarding during 2016-17.
- During recent years the Trust Board has received additional assurance reports in relation to Serious Case Reviews and Savile.

3.1 Section 11 'Duty to safeguard' Progress and Areas for Development

The Trust completes an annual audit against requirements from Section 11 of the Children Act 2004. This is submitted internally to the Safeguarding Committee and externally to the LSCBs.

Annually Birmingham LSCB coordinates a Peer Review for all Health Partners to Benchmark their responses. Peer Review completed during 2015-16 confirmed the status of the self-assessment and the priorities as laid out below.

At the end of March 2016 the Trust has declared 90% compliance with the requirements in section 11.

The Trust has an Action Plan, which is reviewed by Safeguarding Committee in relation to areas for focused improvement.

Improvements were made this year in relation to:

- Achieving further investment in the specialist safeguarding resource within the Trust
- Safeguarding Supervision
- Seeking the views of users of safeguarding services in the Trust
- Updating safe recruitment training in Human Resources

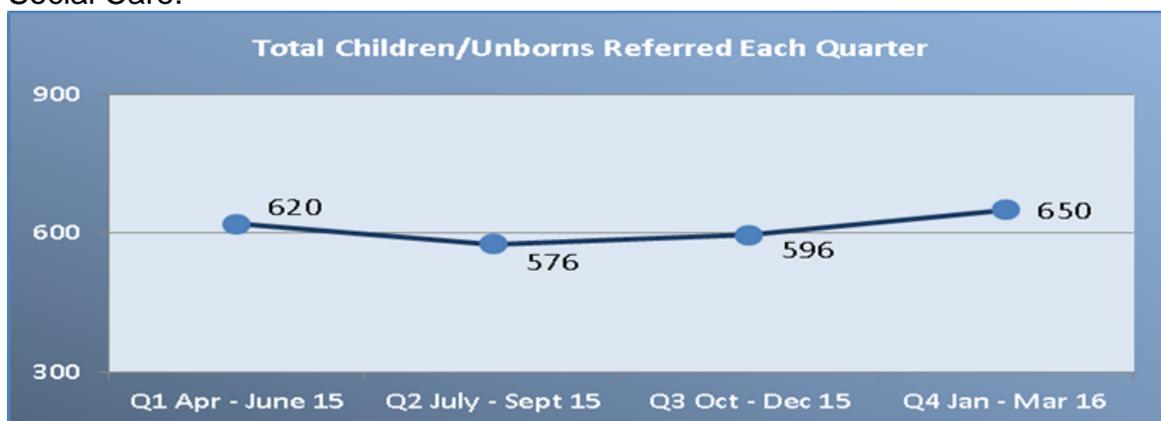
Areas for continued focus in the next 12 months include:

- Enhancing staff skills to recognise and respond to Domestic Abuse consistently
- Supporting staff in use of restraint
- Continuing to support the early help to families via appropriate and timely assessment and use of Right Service Right Time
- Maintaining a training trajectory for CSE and enhancing focus across the organisation on assessment of 16-18 year olds.
- Implementation of CPIS

3.2 Safeguarding Performance

3.3 Safeguarding Children Referral Activity during 2015-16

The Trust monitors safeguarding children referral activity and can confirm that during the course of 2015-16 an average of 610 children each quarter were referred to Children Social Care.

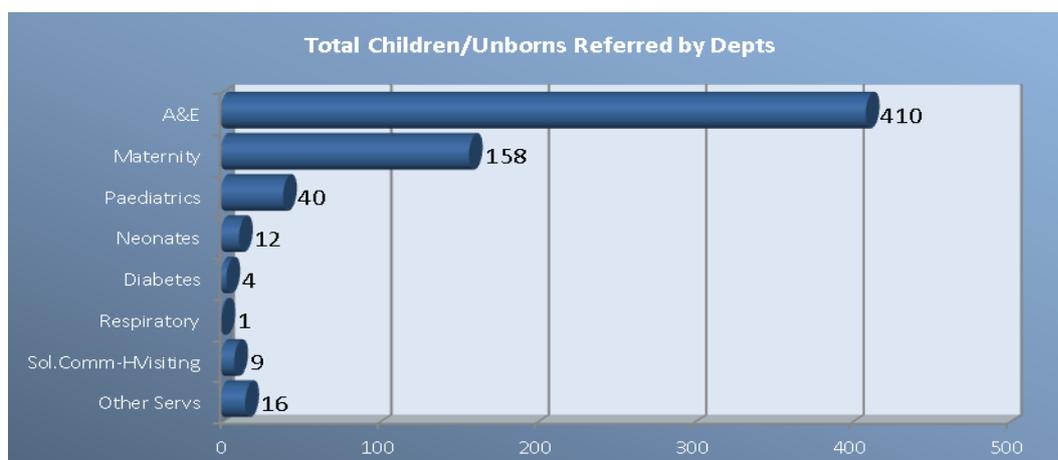


The table below shows the **average** number of referrals each quarter over the last six years.

2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
150	445	446	601	653	610

There is a consistent picture with departments and sites referring and the Emergency Department consistently produces the highest volume of safeguarding children referrals (63%) with Heartlands Site being the busiest for safeguarding referral activity (61%).

Although far fewer safeguarding referrals are generated in paediatrics and in Community Services, these departments often have long-term involvement in the management of the safeguarding concerns and onward multi-agency working.



Adolescents make up the largest number of referrals (32%) and this is similar to the picture during 2014-15. It is likely that this reflects Trust policy to refer all adolescents requiring CAMHS referral (up to the age of 16 years). This has been based on the need to have information provided by Birmingham LA to add to the assessment. Evidence suggests that very few of these adolescents will go on to get a Social Work Service and it is anticipated that the safeguarding referral process for this age group will be reviewed with all stakeholders in 2016-17. The concern for adolescents in this age group is emotional well-being with many of the presenting with self-harm relating to complex problems and many of them being well known to Children's Social Care in the past.

3.4 CSE

The Trust can evidence moderate increase in referrals due to concerns about Child Sexual Exploitation but has not achieved full compliance with the use of the screening tool to accompany these referrals as outlined in policy.

The table below highlights numbers of CSE referrals during 2015-16. 87.5% are generated in the ED.

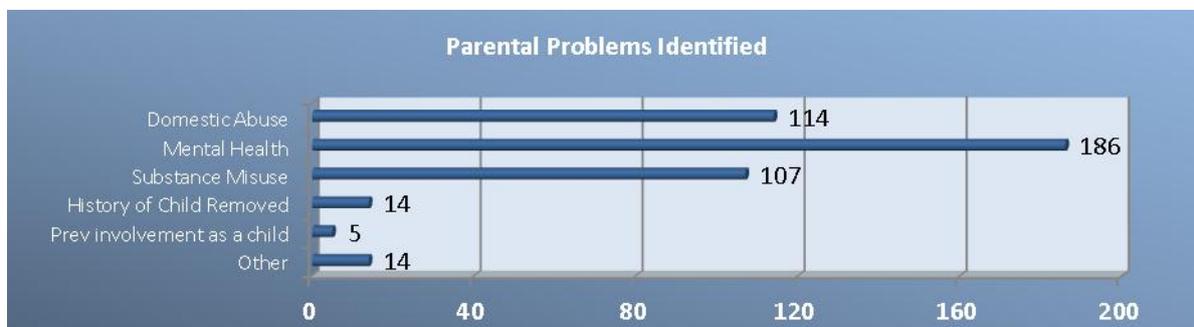
Qtr 2015-16	1	2	3	4	Total
Number of CSE referrals	5	5	6	8	24
Number accompanied by screening tool	1	4	4	5	14

NB See *Training and Audit* sections of this report for further detail regarding CSE.

3.5 Parental/ Carer Factors cited in referrals

The Trust can evidence that a 'Think Family' approach is evident in many of the referrals completed.

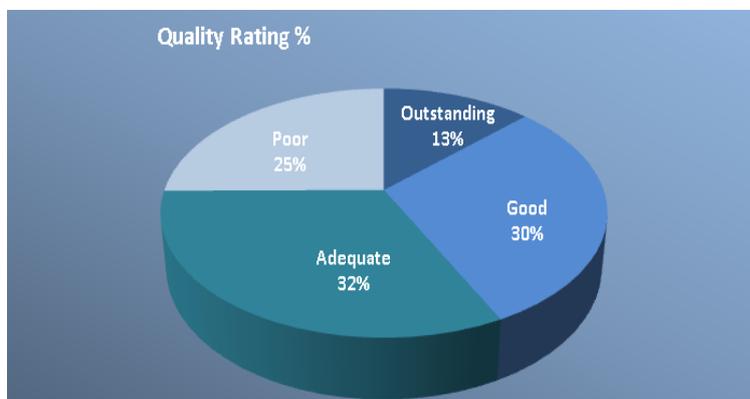
A snap shot of this is provided below with the quarter 4 related data on safeguarding children referrals (NB some referrals will cite more than one concern relating to parents/ adult carers of children):



3.6 Quality of Referral Information

The Trust monitors the quality of information provided by staff when making safeguarding referrals.

During the last two quarters the Trust has noted improvements in the quality of referral information from Community Midwifery, the Emergency Department, Paediatrics. Community Midwives make up the majority of the 13% of referrals deemed to provide 'outstanding' information.

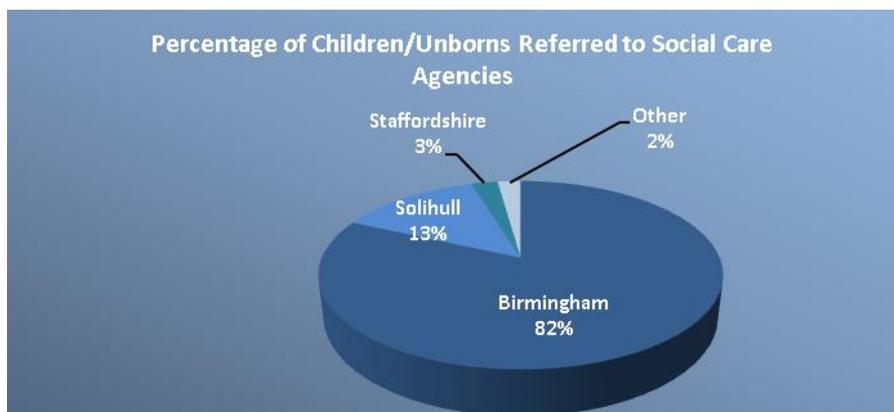


Of the referrals deemed 'poor' the majority were completed by ED staff and there is a targeted programme of activity to address this.

3.7 Referral Activity per Local Authority

As depicted below quarter 4 saw the majority of child referrals going to Birmingham LA.

This picture fluctuates and the last 4 quarters have seen Birmingham account for 72-82% of referrals, Solihull accounting for 11-19% of referrals and Staffordshire to be 3-9% of referrals over the course of 2015-16 (this is similar to other years).



3.8 Outcomes relating to referral

The biggest challenge relating to referrals is the inability to obtain information about the response from Social Care.

Data captured is heavily skewed by the fact that in a large proportion of cases the outcome remains unknown.

However **26%** of cases get a Social Work led response in terms of further assessment with 5.8% of cases in this group already being known to and allocated to a social worker.

2% receive a 'child protection investigation' response

1.5% of cases are deemed, following referral, to warrant a Local Authority Family support service (already known to them or transferred to them).

25% of cases referred are deemed to require no further action. This is a large proportion of referrals and requires further audit activity to understand the rationale for no further action. It is likely that more of these cases would benefit from CAF/Early Help Assessment.

A number of steps have been taken to improve feedback over the last few years and these have proved ineffective in achieving sustained improvement.

Last year's annual report reported that no feedback was received in relation to 38.5%.

The numbers of referrals where HEFT is not informed of the outcome has increased during 2015-16. During the previous four quarters we have reported the following rates of 'no feedback received' in relation to referrals.

Qtr 1 2015-16	Qtr 2 2015-16	Qtr 3 2015-16	Qtr 4 2015-16
56.3%	59.4%	39.9%	44.6%

There have been changes to the leadership and management in MASH during 2015-16 which have meant that sustainable change has been difficult to achieve.

It was discovered that some information was being sent insecurely to staff's email addresses.

In addition to the Information Governance Breach that posed by this practice this information in many instances was not married up with the child's records and could not be challenged by the professional receiving it if for example an incorrect threshold decision was made.

There are new arrangements in place for 2016-17 which have been agreed with the LA and these will be monitored closely.

Referral outcome to be sent only to a central point in HEFT Safeguarding Unit from which is distributed onward.

In relation to safeguarding referral activity the Trust has set the following actions for 2016-17.

- I. Close monitoring of feedback in relation to referrals via the new method during qtr 1 of 2016-17.
- II. Develop more robust data in relation to 16-18 year olds referred
- III. Develop more robust data in relation to cases escalated due to professional disagreements about the response at the point of referral.
- IV. Continue efforts to improve referral quality and aim for a reduction in the numbers of referrals falling into the category 'poor'.
- V. Continue to embed CSE training and support to staff in the identification and response to CSE.
- VI. Ensure the audit activity during 2016-17 focuses on the referrals that are deemed to require 'no further action'.
- VII. Ensure there is a review, including all stakeholders, of the process for safeguarding referrals of those children and young people presenting with self-harm, overdose or other psychiatric symptoms.

3.9 Safeguarding Training

See section 6.2

3.10 Safeguarding Supervision

The Trust has a Safeguarding supervisory Framework which clarifies the safeguarding supervision arrangements for staff in the Trust.

At the end of Quarter 4 2015-16 the trust reports the following compliance rates in relation to safeguarding supervision:

Staff Group	Compliance Achieved	Comments
Acute Overall	97%	Overall target is 85%
Paediatric Nurses	97%	Daily sessions each working day.
Maternity Specialist Midwives	100%	Quarterly sessions to specialist MWs from the Named Midwife
Maternity Community Midwives	92%	Quarterly sessions for the Community Teams phased in over a two year period
NCOT	100%	Quarterly session
ED	100%	Quarterly sessions on all sites
Clinical Nurse specialists (paeds)	<i>Not being monitored this quarter as a new addition to the supervision schedule. Supervision was provided to all Paediatric CNSs during the quarter.</i>	
Discharge planner NNU	<i>Quarterly session from Named Nurse Team - not being measured until 2016-17 but in place and achieved.</i>	
Community Overall	95%	Overall Target is 85%
Health Visitors & LAC	87%	Quarterly session one:one or group dependent on needs
School Nurses	100%	Quarterly session one:one or group dependent on needs
FNP	100%	Quarterly session provided by Named Nurse Team
Safeguarding Nurse Team overall -	Quarterly session from the CCG based DNs	
Acute Specialist Safeguarding Team	100%	
Solihull Community Team	66%	Associate Named Nurse - new in post during quarter 1 did not achieve supervision during the quarter.

Below is a summary of supervision performance across Acute and Community (Solihull Services) over 4 quarters:

Staff Group	Qtr 1	Qtr 2	Qtr 3	Qtr 4
Acute Overall Compliance with Supervision for front line staff	80%	85.4%	83%	97%
Community Overall Compliance with Supervision for front line staff	90	42%	81%	96%
Named Nurse Overall	100%	100%	87%	83%

Non-achievement of safeguarding supervision has been linked with the safeguarding specialist establishment, vacancies or sickness.

The impact of the increased establishment in the specialist team should ensure supervision targets can be achieved in the future.

3.11 • Quality of safeguarding practice

Audits during 2015-16 highlight the below areas of concern:

- Reliability and consistency in transfer of information from maternal records to the records of a child at birth, this includes the flagging of CP concerns on the electronic record system
- Consistency in appropriate safeguarding assessment of 16 -18 year olds in unscheduled care settings.
- Improvements in the quality of referral information for some staff groups (community midwives and paediatric nurses) with the need for more focused intervention with the ED staff.

3.12 • Learning from complaints and compliments

Complaints highlighted the need for better communication with families about the referral process and expectations post referral post safeguarding referral with some complaints reporting unnecessary confusion for them at this point. Other families reported feeling 'judged' by clinical staff.

- This is being addressed in the training for staff groups identified.
- A leaflet is being developed for staff to use with families post referral
- A lead nurse and doctor are identified to link with the family for communication.

3.13 • Summary of work to engage with and listen to children and young people and the learning from this.

Post Safeguarding Telephone Survey :The Trust Safeguarding Team has this year conducted a survey with the parents of children referred due to safeguarding concerns. The results of this survey added to other intelligence from complaints highlighting the need for better communication with parents at the point of referral and as child protection investigations progress.

Involving Children in treatment and care decisions: The view of the child is emphasised in all safeguarding training and supervision and all clinicians seek the views of the child where indicated about their treatment choices.

Involving children in service design and development: The Trust has invested in software that is utilised to give children's views in relation to paediatric services and data from this is utilised. The Trust is linked in to a number of local student councils and views are sought there regarding services

Engaging with children: The Trust has an external website which has been designed for different age groups to access relevant information for them. This includes information about how to stay safe and seek help if they have concerns.

3.14 • Number of serious incidents involving children and young people and outcomes from reviewing them

The Trust has reported 6 Serious Incidents involving children during 2015-16. These are detailed in the table below and relate to maternity/ neonates. The Trust is involved in review of a SI which is led by a neighbouring a Trust and the review focuses on paediatric services (see number 7 in the table below).

	Incident	Nature of Event	Learning
1	Infant Death	Unexpected twin-twin intrapartum blood transfusion resulting in the death of twin 1	Revised recommendations for consultant oversight of labour. Revisions to policy and guidelines regarding multiple births Specific training regarding twin to twin transfusion - indicators, risks and responses.
2	Infant - poor outcome at birth	Complications during labour resulting in ruptured uterus and baby delivered suffering from hypoxic encephalopathy.	Review of guidelines and policy in relation to emergency delivery and consultant oversight of care.
3	Unexpected admission to NNU	Unexpected admission to NNU for therapeutic cooling	Simulation Training to be developed. Individual training needs for professionals involved. Documentation audit.
4	Poor outcome at birth	Hypoxic Ischaemic Encephalopathy	Investigation on-going
5	Unexpected Intra-partum death		Investigation on-going
6	Unexpected neonatal death		Investigation on-going.
Involvement in other SIs led by another Trust			
7	Sudden deterioration and death of an adolescent	Timely escalation of deterioration of cardiology symptoms.	Pending

3.15 • Findings from Internal Reviews and action taken

The Trust has processes in place to learn from incidents/ internal reviews. Incidents highlight the vulnerability of information relating to safeguarding at points of transition in a child's life. Particular focus is currently being given to:

- Maternity transfer of information from maternal to child's record at birth
- Maternity information sharing with Health Visitors and NNU
- Cross site transitions within paediatrics
- Discharge following investigation

The safeguarding focus of assessment with 16-18 year olds accessing unscheduled care is another focus.

Birmingham

- This quarter saw the publication of two Birmingham SCRs.
- HEFT services had only peripheral involvement in the cases.
- Both cases highlighted the need for staff to 'Think Family' and to consider the needs of families with parental issues - mental health or substance misuse.

- These messages are currently embedded in Safeguarding Training in the Trust. Solihull and are the focus of audit plans
- The Trust has contributed to Solihull SCR 2 Solihull last year and is the process of completing actions from the internal management review relating to Midwifery and Health Visiting. All HVs received training in relation to this case during quarter 4 2015-16 focused on risk assessment and escalation.
- The Trust has submitted an Internal Management Review to Solihull LSCB in relation to SCR 3. All practitioners involved have attended a Practitioner Learning Event.
- The implementation of actions are underway and include supervision for the clinical nurse specialist team in paediatrics to support their safeguarding work and use of the Graded Care Profile to assist staff in the recognition and response to neglect.
- The Trust also participated in a learning review for another child which highlighted the need to support staff in recognition of suspicious bruising and cross border issues.

Staffordshire

The Trust Midwifery Team has contributed to two learning reviews relating to shaken injuries with children born to the same mother during 2015-16. One is on-going and relates to a child injured whilst in a placement in an assessment centre.

The outcome from the first review includes:

- Training for Maternity staff on the case
- Links between Staffordshire services and HEFT Midwives to be strengthened
- Teenage Pregnancy Guideline to be reviewed
- Teenage Pregnancy Service to be made more equitable across sites.

3.16 Findings from External Inspections and Reviews and action taken

The Trust has not been subject to an external inspection during 2015-16 but has continued to complete actions from previous CQC CLAS Inspection.

There are outstanding actions relating to changes required to electronic systems including the implementation of the CPIS system anticipated later in 2016-17 and alterations to the MSS system in the Emergency Department to automate a paediatric assessment for 16-18 year olds.

Maternity to improve assessment and services for women with learning difficulties.

3.17 Summary analysis of the effectiveness of safeguarding arrangements

Strengths

- The Trust has a solid safeguarding specialist infrastructure and senior level support for the safeguarding agenda.
- There is a Training Needs Analysis; a clear training plan and evidence of sustainable achievement with safeguarding education in the organisation.
- Staff report high levels of confidence in how to seek support with safeguarding concerns and how to refer concerns
- There is evidence of appropriate safeguarding activity within all core areas.
- Safeguarding Supervision has been made available to more staff

3.18 Areas for improvement

Assessment of 16-18 year olds lacks consistent safeguarding focus

Earl Help - offers of assessment and support from maternity and NNU services should be more embedded

CSE - further work is necessary to deliver the Training Plan and achieve compliance with the policy

Safeguarding Supervision - to be offered to more staff to support them and to increase their opportunity for reflection and critical thinking

Domestic Abuse - further work with discreet groups of staff to enhance their skill in assessment and support for victims of domestic abuse.

Neglect - the expertise of identified staff to be enhanced with the use of the Graded Care Profile. Training planned in 2016-17.

Further work to capture the voice of children and service users in relation to safeguarding

4.0 Responding to emerging issues

4.1 • **How is your organisation developing your agency contribution to early help and monitoring the quality of input into CAF/Integrated Support plans and Child in Need plans**

The Trust monitors use of CAF/ early help activity quarterly with:

- Health Visitors (Solihull)
- Community Midwifery (Solihull and Birmingham)
- Neonatal Unit Staff

There is evidence that CAF use did not increase in 2015-16 and reduced significantly in some areas. This was felt to be as a result of:

- Changes to early help assessment in Solihull
- Removal of CQIN target
- Staff reporting the administrative burden of coordinating initial meetings and records of the meetings
- The Trust has conducted an audit into the health visiting records to determine the input into Child in Need Cases.
- Safeguarding Supervision to key groups has been increased to allow for discussion and reflection on CIN cases.

4.2 • **Monitoring the quality of and outcomes from referrals to MASH?**

The Trust has a system to monitor outcomes from referrals to MASH but does not always receive feedback and has liaised with the LA in Birmingham to improve the mechanism with a simple feedback loop to a central point in the safeguarding team. This has been an issue in previous years which has not been resolved to date. *See 3.2 above for further detail.*

4.3 • Embedding the “Strengthening Families and the West Midlands Child Protection Protocol” into your organisational practice?

There has been circulation of the West Midlands Child Protection Protocol to all relevant staff.

Strengthening Families Training has been accessed by a number of key staff and this is under review through learning and development.

The Trust Supervision Framework reflects Strengthening Families model in terms of language and risk/ protective factors.

4.4 • Improving attendance at Initial child Protection case conferences, core groups and review conferences?

The Trust has mechanisms in place to monitor midwifery, health visiting and school nursing attendances at case conferences.

The Specialist Midwifery Team coordinates and ensures attendance on the behalf of the midwifery services with good effect.

There continue to be issues with the timeliness of invitations to some groups including paediatricians and this requires further work in 2016-17.

4.5 • FGM

The Trust has introduced mandatory reporting of FGM for key professional groups during 2015-16 and FGM features in all safeguarding training and is aligned with the already embedded safeguarding processes.

5.0 Partnership Working

The Trust is committed to partnership working:

- Maintain a daily 'Duty' single point of contact rota (a separate one for maternity is in place) to ensure information is accessible to partners in relation to safeguarding cases.
- Ensures attendance at all meetings relating to children we are responsible for
- Contributes at Executive/Senior Level to the BSCB and the Solihull LSCB
- Contributes to a wide variety of LSCB groups including multi-agency education/ audit and development
- Is involved in key work to re-design the Front Door with both Solihull and Birmingham
- Rotates specialist safeguarding staff daily into the Multi-Agency Safeguarding Hubs to assist with information sharing and assessment.
- Contributes to information sharing processes including: COG/CMOG/ MARAC/ Triage
- Aligns training and communications with the developments of partner agencies.

6.0 Workforce Development

6.1 • A summary of your involvement in multi-agency safeguarding training / learning and development activity

The Trust Safeguarding Team is represented on the LSCB groups supporting workforce development.

They contribute to the design and delivery of multi-agency training.

Plans for 2016-17 include ensuring we have staff trained to deliver:

- Graded Care Profile Training and Early Help Training in Solihull.
- Strengthening Family Training and Serious Case Review (Birmingham)

6.2 **Single agency safeguarding training / learning and development activity**

Staff Training is updated annually and is compliant with Working Together 2015.

The Trust has been set the target of 85% for safeguarding children training. Data at the end of quarter 4 2015-16 demonstrates the following compliance rates:

	Level 1 Safeguarding	Level 2 Safeguarding	Level 3 Safeguarding	PREVENT	CSE	RSRT
Acute Staff	99.14%	93.66%	90.4%	68.12%	49%	79%
Community Staff	99.79%	97.20%	96%	80%	71%	NA

- The Trust provides a combined adult and child safeguarding session at Levels 1 and 2.
- These are provided at induction to the Trust.
- Level 1 is in video format and has been re-worked this year.
- Level 2 is the minimum level of training required for all clinical staff in the Trust. It is a face to face session at Induction.
- Level 3 is delivered to all clinical staff in the children's workforce.
- All Training is in line with the competences for health care staff (RCPCH 2014)
- Updates are provided annually or bi-annually to the Level 3 workforce and are always a taught session. Update is via Moodle to the Level 2 workforce.
- Additional training has been provided to key groups this year including specific SCR training for Health Visitors and Safe Recruitment Training for HR staff.
- Staff report high levels of satisfaction with the Safeguarding Training they receive. Evaluations are regularly collated and reported.
- Some post training survey work has been carried out that identifies that staff can name the safeguarding team, identify how to seek support with cases and feel confident about safeguarding referral processes post training.
- The Trust can evidence increasing use of the CSE screening tool as training is rolled out. This highlights clearly the concerns for the child across the partnership and should mean more appropriate/ proportionate and rapid intervention to support them.
- The Trust Safeguarding Team is regularly contacted for advice in relation to concerns about children who present or are not brought to appointments.

6.3 **Assurance in relation to organisational compliance with 'safer recruitment' requirements and refers appropriately to the LADO**

- The Trust identified a gap with new HR staff not having received safer recruitment training in 2014-15 and this cohort of staff received training in the 2015-16.
- Quarterly reports in relation to DBS are received by the Safeguarding Committee including the numbers of positive disclosures

- DBS checks are updated for all relevant staff every 3 years
- There is a clear process to risk assess and respond to positive disclosures.
- There is a DBS referral panel in the Trust that meets to consider referrals for barring.
- The Trust safeguarding policy includes a section on managing allegations against staff and considering their fitness to work with children

7.0 LADO

- The Trust monitors quarterly the number of referrals made to the Local Area designated officer.
- During 2015-16 the Trust made 6 LADO referrals, 2 of which remain currently open. A further LADO referral was made on a HEFT staff member by an external agency. Further details about referrals is contained in the table below:

LA	Number of LADO referrals	Staff Group	Current status	Nature of concern
Birmingham	3	Nurses	1 open to LADO 2 closed to LADO with internal management in place.	Complaint, caution or charge relating to a child. Referral due to safeguarding concerns of their own children.
	2	Doctors	1 open	Police investigations
	1	Midwife	Closed to LADO - internal management in place	Child Protection investigation into family
	Other cases notified to LADO regarding HEFT staff			
	1	Midwife	Closed to LADO	Referred by SW due to involvement with the staff member's family.

8.0 Conclusion

The Trust can demonstrate that:

- It has robust safeguarding children arrangements in place and expectations in relation to accountability are clear.
- There is an effective internal governance structure around child safeguarding.
- There is regular benchmarking in relation to all statutory and regulatory requirements
- There are identified and agreed areas of strength and areas for development during 2016-17.

HEART OF ENGLAND NHS FOUNDATION TRUST
Board of Directors Meeting
24 October 2016

Title: Adult inpatient and AMU/SAU acuity and dependency workforce review July 2016 – Presented October 2016				Attachments: 0			
From: Sam Foster Chief Nurse			To: Chief Executives Group and Trust Board				
The Report is being provided for:							
Decision	N	Discussion	Y	Assurance	Y	Endorsement	Y
The Committee is being asked to:							
Endorse the findings and recommendations from the Adult Inpatient and AMU/SAU Workforce Review July 2016 – This is a contractual requirement in line with the NHS Quality Board requirements.							
Key points/Summary:							
<ul style="list-style-type: none"> The review indicates that there are six wards where required CHPPD (Care Hours per Patient Day) exceeds actual CHPPD and one ward where there is a significant vacancy factor and a 32% external agency usage rate. The remainder of the wards and the AMU's/SAU's have safe staffing levels. There is a vacancy rate of around 150wte qualified nurses across the adult inpatient areas and AMU's/ SAU's with a planned 125 new qualified nurse starters before the end of November 2016. This indicates an improved recruitment position when compared with the data from the 2015 workforce review. 							
Recommendation(s):							
The Board are asked to accept the findings of the Adult Inpatient and AMU/SAU Workforce Review and the recommendation for the Divisional Head Nurses to be accountable with the divisional triumvirate for rectification of staffing in the seven wards of concern namely; Ward 24 BHH, Ward 26 BHH, Rowan BHH, Ward 8 Solihull, Ward 19 Solihull, Ward 8 GHH and Ward 11 GHH.							
Assurance Implications:							
Strategic Risk Register		Y	Performance KPIs year to date		Y		
Resource/Assurance Implications (e.g. Financial/HR)		Y	Information Exempt from Disclosure		N		
Which other Committees has this paper been to? (e.g. F & PC, QRC etc)							
CEG 24 th October 2016							

1. SUMMARY

This report focuses on the workforce review for adult inpatient wards and AMU's/ SAU's across the Trust undertaken in July 2016. The multiple methodologies used are compliant with the NICE guidelines for safe staffing in inpatient wards and AMU/SAU settings (2014). The review has incorporated clinical outcomes associated with harm free care and Care Hours per Patient Day (CHPPD) which is a measure of the care hours available to each patient compared with the care hours they require based on their acuity/ dependency. CHPPD was developed from recommendations in the Carter Report (2015). The review indicates that there are six wards where required CHPPD exceeds actual CHPPD and one ward where there is a significant vacancy factor and a 32% external agency usage rate. The remainder of the wards and the AMU's/SAU's have safe staffing levels.

Accountability for rectifying staffing levels sits within the Divisions and the Divisional Head Nurses for the areas of concern are in the process of producing business cases and detailed plans to ensure safe staffing levels are established in these areas. Assurance will be provided via the Divisional Head Nurses to the Chief Nurse.

A further review will be undertaken in six months' time and will focus on areas that have been a point of concern in the current review and any new inpatient areas or areas where there has been a service reconfiguration.

2. BACKGROUND

The National Quality Board expectations set out in their guide to nursing, midwifery and care staffing capacity and capability (2014) states that Boards take full responsibility for the quality and care provided to patients, and as a key determinant of quality, take full and collective responsibility for nursing, midwifery and care staffing capacity and capability. As part of the Trust's standard requirements of the NHS contract, workforce reviews must be undertaken bi-annually and the results and recommendations taken through the Public Trust Board.

This report focuses on the workforce review for the adult inpatient wards, SAU's and AMU's across the Trust in July 2016. The multiple methodologies used are compliant with the NICE guidelines for safe staffing for nursing in adult inpatient wards and AMU's/ SAU's in acute hospitals (2014). The review has incorporated clinical outcomes associated with harm free care and care hours per patient day (CHPPD) which is a measure of the care hours available to each patient compared with the care hours they require based on their acuity/dependency. CHPPD was developed from recommendations in the Carter Report (2015) and has been linked to the Trust's e-rostering system through an externally produced SafeCare IT package.

3. ACTION

Analysis of the results indicates that there are six inpatient wards where required CHPPD exceeds actual CHPPD (Ward 24 BHH, Ward 26 BHH, Ward 8 Solihull, Ward 19 Solihull, Ward 8 GHH and Ward 11 GHH) and Rowan Ward at BHH where they have a significant number of vacancies and an external agency usage rate of 32%.

Of these seven areas, five have red rated harm events for patient falls and avoidable pressure damage. The remainder of the wards and the AMU's/SAU's have safe staffing levels. Results from all areas included in the review are shown at Appendix One.

Accountability for rectifying staffing levels sits within the Divisions and the Divisional Head Nurses for the areas of concern are in the process of producing business cases and detailed plans to ensure safe staffing levels are established in these areas. These plans are summarised

in the Head Nurse Summary which follows each Division's results in Appendix One .Assurance will be provided via the Divisional Head Nurses to the Chief Nurse.

There are around 150wte qualified nursing vacancies across the adult inpatient wards, AMU's and SAU's, however there are 125 planned qualified nurse starters across these areas before the end of November 2016. This indicates an improved recruitment position from the data in the 2015 workforce review.

There are two additional wards open at the time of the review, Ward 7 at GHH and Ward 7 at BHH where there are core staffing teams and plans to recruit substantively to both wards. These areas have not been included in the review as their capacity is changeable based on demand and they are risk assessed using the additional capacity risk assessment bundle. There have been no patient safety issues on either of these areas to date.

4. RECOMMENDATION(S)

The review indicates that there are six inpatient wards where required CHPPD exceeds actual CHPPD (Ward 24 BHH, Ward 26 BHH, Ward 8 Solihull, Ward 19 Solihull, Ward 8 GHH and Ward 11 GHH) and Rowan Ward at BHH where they have a significant number of vacancies and an external agency usage rate of 32%. Of these seven areas, five have red rated harm events for patient falls and avoidable pressure damage. The remainder of the wards and the AMU's/SAU's have safe staffing levels. Results from all of the areas included in the review are shown at Appendix One together with the Divisional Head Nurses summaries of further action required

It is recommended that the Board accept the findings of the Adult Inpatient and AMU/SAU Workforce Review and the recommendation for the Divisional Head Nurses to be accountable with the divisional triumvirate for rectification of staffing in the seven wards of concern namely; Ward 24 BHH, Ward 26 BHH, Rowan BHH, Ward 8 Solihull, Ward 19 Solihull, Ward 8 GHH and Ward 11 GHH.

5. NEXT STEPS

A further review will be undertaken in six months' time and will focus on areas that have been a point of concern in the current review and any new inpatient areas or areas where there has been a service reconfiguration.

2016 ACUITY / DEPENDENCY REVIEW RESULTS BY WARD AND DIVISION

DIVISION ONE RESULTS

Ward	% Qualified staffing compliance (UNIFY) Jan 2016 - Jun 2016	Agency staffing % (average per month)	CHPPD Actual	CHPPD Required	Avoidable Pressure sores Jan 2016 - Jun 2016	Average fall rate Jan 2016 to Jun 2016 per 1000 occupied bed days
27 BHH	97%	10.7%	6.56	5.61	0	7.00
28 BHH	93%	1.9%	5.61	6.20	0	6.46

DIVISION ONE HEAD NURSE SUMMARY

CLINICAL AREA	OVERALL RAG STATUS	ACTION REQUIRED FROM DIVISION
27 BHH		Reduce agency usage as vacancies are filled
28 BHH		No action required

DIVISION TWO RESULTS

Ward	% Qualified staffing compliance (UNIFY) Jan 2016 - Jun 2016	Agency staffing % (average per month)	CHPPD Actual	CHPPD Required	Avoidable Pressure sores Jan 2016 - Jun 2016	Average fall rate Jan 2016 to Jun 2016 per 1000 occupied bed days
1 BHH	96%	3.4%	7.88	4.79	1	3.07
2 GHH	89%	2.5%	7.40	4.75	0	0.63

DIVISION TWO HEAD NURSE SUMMARY

CLINICAL AREA	RAG STATUS	ACTION REQUIRED FROM DIVISION
1 BHH		No action required
2 GHH		No action required

2016 ACUITY / DEPENDENCY REVIEW RESULTS BY WARD AND DIVISION

DIVISION THREE RESULTS

Ward	% Qualified staffing compliance (UNIFY) Jan 2016 - Jun 2016	Agency staffing % (average per month)	CHPPD Actual	CHPPD Required	Avoidable Pressure sores Jan 2016 - Jun 2016	Average fall rate Jan 2016 to Jun 2016 per 1000 occupied bed days
23 GHH	98%	1.10%	6.50	6.27	2	6.54
6 BHH	96%	2.10%	6.74	6.48	1	4.56
17 SH	91%	1.80%	11.20	8.91	4	3.72
10 GHH	93%	3.50%	6.30	6.16	1	6.67
24 BHH	95%	5.60%	6.98	8.22	2	6.31
26 BHH	96%	11.90%	5.18	6.79	0	0.82
19 SH	93%	1.10%	6.67	7.92	5	5.72
20B SH	96%	6.40%	6.91	8.86	5	3.95
AMUSS GHH	90%	3.00%	7.26	6.97	0	4.83
AMUSS SH	93%	8.10%	7.41	6.51	4	8.96
AMU 2 BHH	96%	11.20%	9.77	7.82	2	12.25
24 GHH	96%	0.20%	6.72	6.41	1	9.04
23 BHH	88%	3.10%	7.33	7.40	1	5.18
HASU BHH	87%	3.10%	12.41	7.71	1	8.36
8 SH	98%	1.80%	7.31	9.77	0	7.18

DIVISION THREE HEAD NURSE SUMMARY

CLINICAL AREA	RAG STATUS	ACTION REQUIRED FROM DIVISION
23 GHH		No action required
6 BHH		No action required
17 SH		No action required
10 GHH		No action required
Ward 24/26 BHH		A business case will be submitted to Divisional rectification board to address the shortfall in nurses on both wards. This has been ratified through dependency, acuity reviews and NHPPD. The Division have continued to recruit to these posts at risk whilst the business case is finalised. Ward 26 case will also address the prospective increase of beds on ward 26 in line with the capacity and demand model being undertaken for the provision of care in the organisation of patients with Cystic Fibrosis.
19 SH		Vacancies will be filled by October review again in 6 months
20B SH		Review NHPPD again in 6 months
AMUSS GHH		No action required
AMUSS SH		<i>High agency usage and harm events</i>
AMU2 BHH		Need to reduce agency usage
24 GHH		No action required
23 BHH		No action required

2016 ACUITY / DEPENDENCY REVIEW RESULTS BY WARD AND DIVISION

DIVISION THREE HEAD NURSE SUMMARY (continued)

CLINICAL AREA	RAG STATUS	ACTION REQUIRED FROM DIVISION
HASU BHH		Division in process of reviewing establishment and activity
8 SH		New leadership on Ward and vacancies will be filled by October 2016, review again in 6 months
AMU BHH		Need to reduce agency usage
AMU SOL		No action required
AMU GHH		No action required

DIVISION FOUR RESULTS

Ward	% Qualified staffing compliance (UNIFY) Jan 2016 - Jun 2016	Agency staffing % (average per month)	CHPPD Actual	CHPPD Required	Avoidable Pressure sores Jan 2016 - Jun 2016	Average fall rate Jan 2016 to Jun 2016 per 1000 occupied bed days
3 BHH	93%	5.70%	5.50	6.02	0	5.79
19 BHH	98%	0.30%	7.51	6.76	0	3.29
21 BHH	97%	8.80%	6.87	6.78	0	9.76
29 BHH	94%	3.20%	7.53	6.73	5	10.99
30 BHH	95%	2.50%	7.34	7.38	2	11.07
ROWAN BHH	102%	32.80%	8.30	8.36	1	13.26
CAU SH	94%	1.30%	7.98	9.68	0	5.28
8 GHH	91%	3.20%	6.37	9.65	2	6.57
9 GHH	96%	3.10%	5.93	6.64	4	9.92
11 GHH	97%	2.00%	6.06	11.74	2	5.94
12 GHH	98%	1.10%	6.72	6.87	0	8.20
21 GHH	97%	1.90%	8.70	6.26	1	16.76

DIVISION FOUR HEAD NURSE SUMMARY

CLINICAL AREA	RAG STATUS	ACTION REQUIRED FROM DIVISION
3 BHH		Need to reduce agency usage
19 BHH		No action required
21 BHH		Need to reduce agency usage
29 BHH		Division to monitor harm events and ensure improvement
30 BHH		No action required
Rowan BHH		Division to continue with recruitment campaign, review again in 6 months
CAU SH		Review CHPPD again in 6 months
8 GHH		Division to continue with recruitment campaign and improvements in skill mix, review again in 6 months
9 GHH		Division to monitor harm events and ensure improvement
11 GHH		Division to submit a business case for an additional HCA per long day
12 GHH		No action required
21 GHH		No action required

2016 ACUITY / DEPENDENCY REVIEW RESULTS BY WARD AND DIVISION

DIVISION FIVE RESULTS

Ward	% Qualified staffing compliance (UNIFY) Jan 2016 - Jun 2016	Agency staffing % (average per month)	CHPPD Actual	CHPPD Required	Avoidable Pressure sores Jan 2016 - Jun 2016	Average fall rate Jan 2016 to Jun 2016 per 1000 occupied bed days
2 BHH	99%	11.0%	5.88	5.85	2	5.68
4 BHH	97%	9.90%	6.87	5.15	3	6.40
5 BHH	96%	4.60%	5.38	4.56	1	3.72
10 BHH	95%	2.10%	5.80	5.45	0	5.24
8 BHH	95%	17.80%	7.74	7.69	7	6.95
9 BHH	95%	1.20%	6.79	7.30	5	8.02
14 GHH	95%	2.10%	5.41	4.86	4	4.96
15 GHH	92%	3.10%	7.13	6.28	4	10.08
15 SOL	98%	1.00%	6.15	6.67	3	3.34
16 GHH	93%	4.90%	6.58	6.59	0	5.05
12 BHH	96%	8.50%	5.87	6.43	1	3.27
14 SOL	98%	2.10%	9.41	5.78	0	0.48

DIVISION FIVE HEAD NURSE SUMMARY

CLINICAL AREA	RAG STATUS	ACTION REQUIRED FROM DIVISION
2 BHH		Need to reduce agency usage
4 BHH		Need to reduce agency usage
5 BHH		No action required
10 BHH		No action required
8 BHH		High agency usage and harm events review again in 6 months
9 BHH		No action required
14 GHH		No action required
15 GHH		High harm events, investigated by division
15 SH		No action required
16 GHH		No action required
12 BHH		Need to reduce agency usage, review again in 6 months
14 SH		No action required

2016 ACUITY / DEPENDENCY REVIEW RESULTS BY WARD AND DIVISION

DIVISION THREE AMU'S

Ward	% Qualified staffing compliance (UNIFY) Jan 2016 - Jun 2016	Agency staffing % (average per month)	CHPPD Actual	CHPPD Required	Avoidable Pressure sores Jan 2016 - Jun 2016	Average fall rate Jan 2016 to Jun 2016 per 1000 occupied bed days
AMU BHH	98%	6.0%	9.44	7.87	3	7.61
AMU SOL	100%	1.8%	13.32	8.31	0	3.1
AMU GHH	92%	5.7%	10.41	8.52	1	5.10

DIVISION THREE -AMU HEAD NURSE SUMMARY

CLINICAL AREA	RAG STATUS	ACTION REQUIRED FROM DIVISION
AMU BHH		Need to reduce agency usage
AMU SOL		No action required
AMU GHH		No action required

DIVISION FIVE SAU'S

Ward	% Qualified staffing compliance (UNIFY) Jan 2016 - Jun 2016	Agency staffing % (average per month)	CHPPD Actual	CHPPD Required	Avoidable Pressure sores Jan 2016 - Jun 2016	Average fall rate Jan 2016 to Jun 2016 per 1000 occupied bed days
SAU GHH	90%	2.10%	5.83	4.44	1	4.27
SAU BHH	96%	0%	6.38	4.45	0	4.94

DIVISION FIVE -SAU HEAD NURSE SUMMARY

CLINICAL AREA	RAG STATUS	ACTION REQUIRED FROM DIVISION
SAU BHH		No action required
SAU GHH		No action required

HEART OF ENGLAND NHS FOUNDATION TRUST
Board of Directors Meeting
24 October 2016

Title: Midwifery Staffing Position Paper							
From: Sam Foster – Chief Nurse				To: Chief Executives Group and Trust Board			
The Report is being provided for:							
Decision	N	Discussion	Y	Assurance	Y	Endorsement	Y
Purpose:							
<p>This paper provides the report on the workforce analysis on the Birth rate plus acuity review at HEFT 2015-16 for midwifery staffing – It enables assurance to the Trust Board that the Trust has the funded establishment required to deliver the maternity service.</p>							
Key points/Summary:							
<p>Birth Rate Plus is the nationally recognised framework for workforce planning and strategic decision making for the midwifery workforce.</p> <p>There has been a skill mix review over the last three years in HEFT with an introduction of a 90/10 skill mix in postnatal areas of the service which has seen the introduction of the midwifery support working into the skill mix.</p> <p>The current position identifies that there is no shortfall of midwives to the funded establishment and that there are 13.44 wte midwives more than required for the current births and acuity. However there is a shortfall of 4.23 wte B3/4 Midwifery Assistants and 16.16 wte B2 Midwifery Support Workers. Detailed work needs to be undertaken across the service and any changes will be subject to a full Quality impact assessment.</p>							
Recommendation(s): Way Forward							
<p>The Divisional Team will:</p> <ul style="list-style-type: none"> • Review the workforce to ensure midwives are in the right place at the right time • Ensure the skill mix is correct in each area • Update rosters to reflect the outcome of the workforce analysis and budgetary adjustments undertaken • Undertake a full and comprehensive review of the community midwifery service including skill mix and caseloads • Review the impact of the change in the function of statutory supervision • Ensure the planned increase in headroom is undertaken from 20% to 25% from 2017/18 • Ensure the establishment on the Delivery suites supports one B7 to be supernumerary to co-ordinate the shift and one B7 undertakes managerial responsibilities • Continue the review of the triage system on BHH site and make it more effective • Review skill mix of fetal medicine and antenatal screening midwifery teams • Review skill mix in antenatal clinics 							

Assurance Implications:			
Board Assurance Framework	Y	BAF Risk Reference No.	
Performance KPIs year to date	N/A	Resource/Assurance Implications (e.g. Financial/HR)	N
Information Exempt from Disclosure			
Identify any Equality & Diversity issues		NIL	
Which Committees has this paper been to? (e.g. AC, QC, etc.)			
Divisional Board.			

MIDWIFERY SERVICES WORKFORCE PLANNING & DECISION MAKING

Heart of England NHS Foundation Trust

Heartlands, Solihull & Good Hope Maternity Services

FINAL REPORT – August 2016

Birthrate Plus ®: THE SYSTEM

Birthrate Plus® (BR+) is a framework for workforce planning and strategic decision-making and has been in variable use in UK maternity units since 1988.

The Royal College of Midwives [RCM] and Royal College of Obstetricians and Gynaecologists [RCOG] recommend the use of Birthrate Plus® which was endorsed by the RCM Council in 1999, and in the Audit Commission Report; First Class Delivery (1997). There is no other research-based methodology for workforce planning in maternity services and traditional methods are of little value in today's health service.

Birthrate Plus® has been used in maternity units ranging from stand-alone community/midwife units through to regional referral centres, and from units that undertake 10 births p.a. through to those that have in excess of 8000 births. In addition BR+ caters for the various models of providing care, such as traditional, community based teams and caseload working. It is sensitive to local factors such as demographics of the population; socio-economic needs; rurality issues; complexity of associated neo-natal services, etc. The methodology remains responsive to changes in government policies on maternity services and clinical practices. Any maternity unit and service must be able to assess its staffing needs using a tried and tested system of workforce planning. Birthrate Plus® is the most widely used system for classifying women and babies according to their needs, and using clinical outcome data to calculate the numbers of midwives required to provide intrapartum and postpartum care.

An individual service will produce a casemix based on clinical indicators of the wellbeing of the mother and infant throughout labour and delivery. Each of the indicators has a weighted score designed to reflect the different processes of labour and delivery and the degree to which these deviate from obstetric normality. Five different categories are created - the lower the score the more normal are the processes of labour and delivery. Other categories classify women admitted to the delivery suite for other reasons than for labour and delivery.

Together with the casemix, the number of midwife hours per patient/client category based upon the well-established standard of one midwife to one woman throughout labour, plus extra midwife time needed for complicated Categories III, IV & V, calculates the clinical staffing for the annual number of women delivered.

In addition BR+ determines the staffing required for antenatal inpatient and outpatient services, postnatal care of women and babies in hospital and community care of the local population birthing in either the main hospital or neighbouring ones.

The method works out the clinical establishment based on agreed standards of care and specialist needs and then includes the non-clinical midwifery roles to manage maternity services. Skill mix adjustment of the clinical staffing between midwives and competent & qualified support staff can be applied, if requested.

Factors affecting Maternity Services for inclusion within the Birthrate Plus® Study

The Governance agenda, which includes evidence based guidelines, on-going monitoring and audit of clinical practices and clinical training programmes, will have an impact upon the required midwifery input; plus other key health policies. Birthrate Plus® allows for inclusion of the requisite resources to undertake such activities.

Wards provide care to 'normal' uncomplicated postnatal women needing basic midwifery care, which is often over-shadowed by other women who are more complex cases. This results in insufficient time being spent with such women who may require considerable assistance with breast feeding and general care of their baby.

The encouragement of early transfer home does mean that the level of midwifery input during their hospital stay is considerable, in order to ensure that the mothers are prepared for coping at home. It is a known fact that if adequate skilled resources are provided during this postnatal period, then such problems as postnatal depression or inability to breast-feed can be reduced or avoided.

Community based care is expanding with the emphasis being placed on 'normal/low risk/need care being provided in community by midwives and GPs. Reduced antenatal admissions and shorter postnatal stays result in an increase in community care. Midwives are undertaking the newborn examination instead of paediatricians, either in hospital or at home.

Cross border activity can have significant impact on community resources in two ways. Some women receive ante and postnatal care from their "home" maternity service, but give birth in another. Because these count as extra to the workload related to that recorded in relation to the annual births of a unit they have been termed as "imported" cross border" cases. Some units provide intrapartum and some degree of immediate postnatal to women from another maternity service, but who "export" their community care. Adjustments to midwifery establishments have been made to accommodate the community flows.

With the publication of the latest NICE guideline on Antenatal Care, which recommends that all women be 'booked' by 12 weeks gestation, more women are meeting their midwife earlier than previously happened before 10 weeks. This early visit requires midwifery assessment/advice, but the pregnancy may end as a fetal loss so the total number of postnatal women is less than antenatal. In most maternity services approximately 10% of women are 'booked' and then have no further contact with the midwife.

SUMMARY: RESULTS/FINDINGS

Heartlands and Solihull Maternity Service

The recommendation is to provide total care to women and their babies throughout the 24 hours 7 days a week inclusive of **21%** for annual, sick & study leave allowance, **15%** for travel in community and **1%** for midwifery supervision.

The overall clinical midwifery establishment [Bands 3-7] for total of 6213 births at Heartlands and Solihull maternity at Heart of England NHS Foundation Trust is summarised as follows:

[a] Heartlands Hospital Services (incl. 1% midwifery supervision)	189.07 wte
[b] Community Services & Solihull (incl. 1% midwifery supervision)	82.92 wte

A detailed summary is included on page 6

Discussion of Findings

1. The main factor in the results is the casemix based on 3+ months' data – December 2015 to March 2016 - collected by the locally appointed project midwife and validated by the BR+ Team to ensure the data quality is 100%.
2. Within the methodology are national standards which include the minimum standard of 1 midwife to 1 woman for care in the labour, delivery and an additional % m/w increase is applied to Categories III (20%); IV (30% & V (40%). Community antenatal care is based on NICE guidance, as is postnatal care with allocation of average midwife hours for the women to cover their standards a/n & p/n assessments, Parentcraft, socio-economic issues and all clinical need
3. The annual births of **6213** are based on the 2015/16 FY with 5449 in Delivery Suite, 514 on co-located Birth Centre, 181 at Solihull Birth Centre and 69 at Home or BBAs.
4. The casemix is unique to each individual unit and reflects the health and social needs of the local population, as well as clinical practices and decision-making. (See Appendix 1)
5. The casemix is analysed in 3 ways, namely, generic for all births taking place; those in the Delivery Unit and births in the co-located Birth Centre. This is to provide a comparative casemix with similar maternity services and also to enable calculation of midwifery staffing based on the models of care for respective place of birth.

HEARTLANDS HOSPITAL	Cat I	Cat II	Cat III	Cat IV	Cat V
GENERIC	8.5	21.2	20.8	23.2	26.3
DELIVERY SUITE	5.0	15.9	23.4	26.1	29.6
BIRTH CENTRE	35.5	64.5	0.0	0.0	0.0

6. The Delivery Unit casemix will predominantly be those women in categories III to V thus impacting on the workload for this service so is used to calculate the staffing to ensure safe staffing for the more complex cases. The Birth Centre models of care are based on a casemix of category I and II and any higher category activity is included as transfers and included in DS casemix.
7. As expected, with having a co-located birth centre, the casemix for delivery suite indicates that 79% of women require some intervention due to obstetric/medical risk factors as well as women's choices for pain relief in labour. 21% of women, whilst being a category I & II, may not meet the criteria for totally midwifery led care or choose to birth under obstetric care.

8. The assessment of midwives for the co-located Birth Centre activity is based on a 'package of care' that includes intra-partum care with 2 midwives at for the birth, postnatal care until transfer home and examination of the new-born. Time for unplanned attendees to the BC is factored in and Parent Education is within all clinical hours allocated. There are a number of women, who commence labour in the Birth Centre but are transferred to Delivery Suite prior to or at delivery due to maternal or fetal complications. The care given to the women is included in the Birth Centre staffing whilst the actual birth and post delivery care is within the D/S establishment.
9. The generic intrapartum case-mix data indicates that approximately 30% of births are in the lower categories I & II with 70% in the moderate to high categories, of which 49.5% are in IV & V. The latter % is different to similar services where their % of women in categories IV & V is more than 55%, but as the casemix is dependent on population needs, clinical profile and clinical decision making, there are contributory factors that mean a unit's casemix is unique to that service.
10. The generic casemix at BHH Hospital for Category V women is 26.3%. Category V include emergency CS, and often women with obstetric/medical problems, such as increased diabetes, obesity related problems, mental health and high incidence of fetal medicine related conditions that require specialist care. The number of women in Category IV is 23.2% are usually those having an elective CS or epidural for pain relief with a normal birth. Women with low birth weight/preterm babies; high-risk inductions of labour and PPH will fall into this group.
11. Category III casemix at BHH is 20.8% have moderate risk/need such as Induction of Labour with syntocinon. Instrumental deliveries as well as normal births with continuous fetal monitoring will fall into this group.
12. The casemix is an indicator of the needs of women and their babies for the postnatal stay in hospital so used to calculate the staffing. It is often where the significant safeguarding/social issues have an impact on midwifery staffing to ensure systems are in place to deal with such matters. Also, many babies require additional observation and monitoring in postnatal wards. PN re-admissions create additional workload and this is factored into the staffing requirements
13. Often the antenatal activity taking place in hospital is reflective of the higher % in Categories IV & V, as women with medical/obstetric problems, low birth weight &/or preterm infants require more frequent hospital based care. At BHH the annual A/N inpatient activity showed an average of 6 admissions per day, this excludes inductions and elective sections. In addition there were a minimal number of A/N ward attenders per week [n2]. The Labour Ward high risk antenatal that would usually be 'admitted' to a ward for on-going care and other non-delivery cases accounted for 43% of Labour Ward activity, of which 6% were high risk antenatal cases, 2% PN readmission episodes and 32% of triage type activity and the remainder as non-viable cases.
14. All maternity units have significant antenatal activity that is both planned and unplanned cases and often the latter equate to the actual number of women delivering in the service. Individual maternity units deal with this activity in a variety of ways, such as via DAU, the antenatal ward or through a dedicated Triage/Assessment area. Some additional non-birth activity is caring for women who have a fetal loss prior to 24 weeks' gestation. The volume through Pregnancy Assessment Room was **8495** episodes of mainly unscheduled care, with the Day Assessment Unit having **8425** annual episodes.

15. Outpatient Clinic services are based on average session times including associated administrative tasks for preparation and checking of clinical records, and numbers of staff to cover these, rather than on a dependency classification and average hours.
16. The community cases are based on those women birthing in BHH and Solihull BC and having all ante & postnatal community care locally plus any women, who may birth in neighbouring units, but belong to the CCG area. The total number of community cases is **8046** including 69 home births and 181 Solihull Birth centre birth. Of the total community population, a percentage are Imports, who birth elsewhere but have A/N and/or P/N care by BHH & Solihull BC community midwives. There are also a percentage of women who birth at BHH & Solihull BC and go out of area for PN Care.
17. The number of Imports, that is, women having had a baby in the local population but not birthed in the local unit impacts on the community ratios and workload. As with most maternity services, there are women who will see a midwife in early pregnancy as per NICE Antenatal Guidelines and the 'Early Contact' recommendation, but do not progress further with their pregnancy (n=768).
18. The total clinical establishment of **271.99wte** includes the non-midwife maternity support worker skill-mix for the postnatal component of care, but does not include the following non-clinical midwife roles:
 - Head of Midwifery & Matrons, additional hours for team leaders to participate in strategic planning & wider Trust business
 - Lead Midwife on D/S as per Safer Childbirth recommendations
 - Practice Development role
 - Clinical Governance role
 - Baby Friendly Initiative role, which is not to assist women with breast feeding, but to produce & monitor guidelines & undertake audits
 - Additional hours for antenatal screening over & above the time provided in actual clinics
 - Coordination for such work as Safeguarding Children
19. The above additional roles can be included based on adding in % of the total clinical establishment, as suggested by Birthrate Plus® and cited in the RCM Staffing Guidance 2009. It is a local decision as to the % increase, for e.g. across site addition of 10% is **39.06wte**. Applying an agreed % avoids duplication of roles irrespective of which midwives undertake the non-clinical duties.
20. The total clinical staffing can be adjusted to apply a 90/10% skill mix where an average of 10% of the total clinical wte can be competent and qualified support staff usually being Bands 3 & 4 [See Appendix 2]. The skill mix % is not a recommendation of Birthrate Plus®, but a rationale for having a sensible skill mix that does not reduce the midwifery establishment to an unsafe level and prevents flexibility of deployment to areas of high risk and needs.
21. In addition, there is a need for Maternity Care Assistants in the Delivery Suite, Outpatient Services and Wards to provide support to women and their babies, but these are in addition to the calculated clinical establishments. To assess the requirement of Band 2 support staff the numbers per shift in the various areas are based on professional judgment and management decision and outlined on pages 11 to13.

SUMMARY of DATA & REQUIRED WTE for

BIRTHRATE PLUS®

HEFT - Heartlands BHH and Solihull

Final version 27.07.16

Data collected Jan to April 2016

Total births in service **6213**

CASEMIX

	Cat I	Cat II	Cat III	Cat IV	Cat V
D/S Casemix	4.6	15.3	23.1	27.7	29.3
Generic Casemix	7.8	20.3	20.7	24.9	26.3

Required WTE

Delivery Suite

Delivery Suite Births	No. 5449	62.80	62.80
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Other DS Activity

	No. Episodes of care	Hours	
Category X	3350	1.0	2.39
Category A1	461	5.0	1.64
Category A2	215	15.0	2.30
Inductions	1487	2.5	2.65
Category R	196	5.0	0.70
Non-viables	143	17.5	1.79

Pregnancy Assessment Room

8495	16.26	16.26
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Birth Centre

Birth Centre Births	514	7.97	10.34
Additional BC Activity		2.37	

Antenatal Care

	No.		
Antenatal admissions	2280	10.64	10.71
AN Ward Attenders	96	0.06	

Postnatal Care

	No.		
Postnatal women	5449	54.26	56.29
Postnatal Ward Attenders	226	0.11	
Postnatal Re-admissions	287	1.49	
NIFE	875	0.43	
<i>Transitional Care Babies</i>	450	2.92	

OUTPATIENT SERVICES

Antenatal Clinics

	Weekly hrs		
Obstetric Clinics	89.2	2.91	13.97
Specialist Clinics	89.0	2.90	
Midwife led Booking Clinics	157.0	5.11	
Solihull Clinics	93.5	3.05	

Day Assessment Unit

8425	5.36	5.36
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COMMUNITY SERVICES (BHH & Solihull)

	No.		
Home Births	69	1.99	76.68
Community Cases	7796	73.81	
Community Bookings ONLY	768	0.88	

SOLIHULL Birth Centre

Births & minimum staffing	181	5.42	5.42
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CLINICAL MIDWIFERY WTE REQUIRED with Supervision @ 1%	269.29	271.99
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Total additional non-clinical midwifery wte for HEFT@ 10%	39.06
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Good Hope Maternity Service

The recommendation is to provide total care to women and their babies throughout the 24 hours 7 days a week inclusive of **21%** for annual, sick & study leave allowance, **15%** for travel in community and **1%** for midwifery supervision.

The overall clinical midwifery establishment [Bands 3-7] for total of 3540 births at Good Hope Hospital and Sutton Coldfield Community is summarised as follows:

[a] Hospital Services (incl. 1% midwifery supervision)	93.39 wte
[b] Community Services (incl. 1% midwifery supervision)	25.19 wte
[c] TOTAL CLINICAL WTE (incl. 1% midwifery supervision)	118.58 wte

A detailed summary is included on page 10

Discussion of Findings

22. The main factor in the results is the casemix based on 3 months' data January to March 2016 collected by the locally appointed project midwife and validated by the BR+ Team to ensure the data quality is 100%.
23. Within the methodology are national standards which include the minimum standard of 1 midwife to 1 woman for care in the labour, delivery and an additional % m/w increase is applied to Categories III (20%); IV (30% & V (40%). Community antenatal care is based on NICE guidance, as is postnatal care with allocation of average midwife hours for the women to cover their standards a/n & p/n assessments, Parentcraft, socio-economic issues and all clinical need
24. The annual births of **3540** are based on the 2015/16 FY with 3485 in Delivery Suite, and 55 at Home or BBAs.
25. The casemix is unique to each individual unit and reflects the health and social needs of the local population, as well as clinical practices and decision-making. (See Appendix 1)

Good Hope Hospital	Cat I	Cat II	Cat III	Cat IV	Cat V
Delivery Suite & MLU rooms	6.0	21.3	23.7	29.2	19.8

26. The intrapartum case-mix data indicates that approximately 27.3% of births are in the lower categories I & II with 72.7% in the moderate to high categories, of which 49.0% are in IV & V. This % is similar to that of BHH (49.5%), but will be for different clinical indicators, often based on % of operative births and inductions.
27. The casemix at GHH Hospital for Category V women is 19.8%. Category V include emergency CS, and often women with obstetric/medical problems, such as increased diabetes, obesity related problems, mental health and high incidence of fetal medicine related conditions that require specialist care. The number of women in Category IV is 29.2% are usually those having an elective CS or epidural for pain relief with a normal

birth. Women with low birth weight/preterm babies; high-risk inductions of labour and PPH will fall into this group.

28. Category III casemix at GHH is 23.7% have moderate risk/need such as Induction of Labour with syntocinon. Instrumental deliveries as well as normal births with continuous fetal monitoring will fall into this group.
29. The casemix is an indicator of the needs of women and their babies for the postnatal stay in hospital so used to calculate the staffing. It is often where the significant safeguarding/social issues have an impact on midwifery staffing to ensure systems are in place to deal with such matters. Also, many babies require additional observation and monitoring in postnatal wards. PN re-admissions create additional workload and this is factored into the staffing requirements
30. Often the antenatal activity taking place in hospital is reflective of the higher % in Categories IV & V, as women with medical/obstetric problems, low birth weight &/or preterm infants require more frequent hospital based care. At GHH the annual A/N inpatient activity showed an average of 2 admissions per day, this excludes inductions and elective sections. In addition there were an average of 1 A/N ward attenders per day. The Labour Ward high risk antenatal that would usually be 'admitted' to a ward for on-going care and other non-delivery cases accounted for 39% of Labour Ward activity. It showed that about 6% of all labour ward activity were high risk antenatal, 1% PN readmission episodes and 32% of triage type activity.
31. All maternity units have significant antenatal activity that is both planned and unplanned cases and often the latter equate to the actual number of women delivering in the service. Individual maternity units deal with this activity in a variety of ways, such as via DAU, the antenatal ward or through a dedicated Triage/Assessment area. Some additional non-birth activity is caring for women who have a fetal loss prior to 24 weeks gestation. The volume through the combined MAC/Triage services was **7740** episodes of both scheduled and unscheduled care.
32. Outpatient Clinic services are based on average session times including associated administrative tasks for preparation and checking of clinical records, and numbers of staff to cover these, rather than on a dependency classification and average hours.
33. The community cases are based on those women birthing in GHH and having all ante & postnatal community care locally plus any women, who may birth in neighbouring units, but belong to the CCG area. The total number of community cases is **2368** including 55 home births. GHH has always delivered a high number of women for local maternity services and of the 3485 births, 1400 women are 'exported' to neighbouring communities for postnatal care and these women have also received their antenatal care from the same trust. A much smaller number of women (144) birth elsewhere but are part of the Sutton Coldfield population.
34. As with most maternity services, there are women who will see a midwife in early pregnancy as per NICE Antenatal Guidelines and the 'Early Contact' recommendation, but do not progress further with their pregnancy (n=290).
35. The total clinical staffing can be adjusted to apply a 90/10% skill mix where an average of 10% of the total clinical wte can be competent and qualified support staff usually being Bands 3 & 4 [See Appendix 2]. The skill mix % is not a recommendation of Birthrate

Plus®, but a rationale for having a sensible skill mix that does not reduce the midwifery establishment to an unsafe level and prevents flexibility of deployment to areas of high risk and needs.

36. The clinical midwifery staffing includes additional hours for elective theatre cases where a midwife acts as a scrub nurse'. The decision was made locally to add in the extra wte as this is not primarily a midwife's role and would usually be carried out by a theatre nurse.
37. In addition, there is a need for Maternity Care Assistants in the Delivery Suite, Outpatient Services and Wards to provide support to women and their babies, but these are in addition to the calculated clinical establishments. To assess the requirement of Band 2 support staff the numbers per shift in the various areas are based on professional judgment and management decision and outlined on pages 11 -13.
38. The total clinical establishment of **118.58** wte includes the non-midwife maternity support worker skill-mix for the post natal component of care, but does not include the following non-clinical midwife roles:
 - Head of Midwifery & Matrons, additional hours for team leaders to participate in strategic planning & wider Trust business
 - Lead Midwife on D/S as per Safer Childbirth recommendations
 - Practice Development role
 - Clinical Governance role
 - Baby Friendly Initiative role, which is not to assist women with breast feeding, but to produce & monitor guidelines & undertake audits
 - Additional hours for antenatal screening over & above the time provided in actual clinics
 - Coordination for such work as Safeguarding Children
39. The above additional roles can be included based on adding in % of the total clinical establishment, as suggested by Birthrate Plus® and cited in the RCM Staffing Guidance 2009. It is a local decision as to the % increase, for e.g. addition 8-10%. Across all 3 HEFT maternity services 10% has been applied (**39.06wte**) for non-clinical roles. Applying an agreed % avoids duplication of roles irrespective of which midwives undertake the non-clinical duties.

SUMMARY of DATA & REQUIRED WTE for

BIRTHRATE PLUS®

GOOD HOPE HOSPITAL HEFT

Final version 27.07.16
Data collected Jan to April 2016

Total births in service **3540**

CASEMIX

	Cat I	Cat II	Cat III	Cat IV	Cat V
Casemix	6.0	21.3	23.7	29.2	19.8

Required WTE

Delivery Suite

	No.	Required WTE	
Delivery Suite Births	3485	35.69	35.69

Other DS Activity

	No. Episodes of care	Hours	Required WTE	
Category X	890	1.0	0.64	4.82
Category A1	230	5.0	0.82	
Category A2	88	15.0	0.94	
Inductions	1020	2.5	1.82	
Category R	76	4.0	0.22	
Escorted Transfers OUT	32	4.0	0.08	
Non-viables	28	15.5	0.31	

Antenatal Care

	No.	Required WTE	
Antenatal admissions	842	3.87	4.10
AN Ward Attenders	350	0.23	

Postnatal Care

	No.	Required WTE	
Postnatal women	3485	30.78	32.47
Postnatal Re-admissions	70	0.36	
NIPE	2730	1.33	

OUTPATIENT SERVICES

Antenatal Clinics

	Weekly hrs	Required WTE	
Obstetric Clinics	39.0	1.27	8.61
Specialist Clinics	67.5	2.20	
Midwife led Booking Clinics	157.8	5.14	

Maternity Assessment Centre & Triage

	No.	Required WTE	
Maternity Assessment Centre & Triage	7740	6.78	6.78

COMMUNITY SERVICES

	No.	Required WTE	
Home Births	55	1.55	24.94
Community Cases	2313	23.05	
Community Bookings ONLY	290	0.33	

CLINICAL MIDWIFERY WTE REQ

117.41

Midwifery Supervision @

1.17 **118.58**

Additional non-midwifery wte in BHH results

Ball & Washbrook 1996

MATERNITY SUPPORT WORKERS/CARE ASSISTANTS

Due to changes in skill mix with the increasing use of support staff with a formal qualification in maternity services, there is a need to distinguish between those that can replace midwife hours, and other staff that support the midwife in care of women and their babies. Maternity Support Workers (MSW) refers to those support workers with a formal qualification such as Level 3 NVQ or Nursery Nurse, and who can replace midwife hours. The Maternity Care Assistant (MCA) is used to denote the more basic grade of support worker who supports the midwife. In all clinical areas the use of Care Assistants greatly aids the provision of maternity care, by releasing midwifery staff to be client, rather than ward centred.

Skill Mix Rationale

It is important to distinguish between the situations where support staff assist the midwife and where he/she replaces the midwife.

Birthrate Plus® (1996) makes it clear the ward and clinic staffing levels for midwives are based upon the premise that they are supported by MCA and clerical staff and these staff needs are assessed on a shift by shift basis.

The decision about the percentage of midwife time, which might be replaced, by MSW time must that of the local service managers.

Antenatal care: As this calls for midwife skills so it is not recommended to replace the midwives with an MSW, but units should ensure that midwives are well supported by clerical and MCA staff.

Intrapartum care: Birthrate Plus® does not recommend any replacement of midwife time by MSW time. To do so would undermine the basic quality standard of one to one care throughout labour plus the increased % of midwife time required for high needs categories.

Postnatal care in Hospital: Many services now suggest 20 - 25% of midwife time can be replaced by MSW input. Once a local decision has been made, the calculations of wte staff for each ward can readily be adjusted.

Postnatal Care in Community: Many services now suggest that 25% of midwife time can be replaced by MSW time. This would allow for full assessment and planning of care by the midwife, with a minimum of three visits and additional visits being undertaken by the MSW working under the direction of the midwife in charge of each woman's care.

Based on adjustments made by other maternity units, an average of 10% of the clinical total wte can be competent and qualified support staff usually being Bands 3 & 4.

The skill mix % is not a recommendation of Birthrate Plus®, but a rationale for having a sensible skill mix that does not reduce the midwifery establishment to an unsafe level and prevents flexibility of deployment to areas of high risk and needs. Some services are moving towards an 85/15% split with more MSWs working in community and increasing support staff on the p/n ward to work with transitional care babies.

Additional Support Staff

In addition, there is a need for Maternity Care Assistants in the Delivery Suite, Outpatient Services and Wards to provide support to women and their babies, but are in addition to the calculated clinical establishments. To assess the requirement of Band 2 support staff is on the numbers per shift in the various areas based on professional judgment and management decision. For example, 2 per shift on D/S at all times inclusive of the leave allowance.

Pages 12 & 13 indicate the support staff requirement in addition to the 90/10 skill mix adjustment of the clinical establishments.

SUMMARY of SUPPORT STAFF REQUIRED

BIRTHRATE PLUS

Final version

27.07.16

HEFT - Heartlands BHH and Solihull

Required WTE

Intrapartum services

10.84

Alongside Midwife Unit

5.42

Pregnancy Assessment Unit

5.42

Maternity Ward(s)

35.69

OUTPATIENT SERVICES

Antenatal Clinics

Obstetric Clinics

2.44

Specialist Clinics

1.74

Midwife led Booking Clinics

3.01

Solihull Clinics

2.10

Day Unit

2.45

SOLIHULL BIRTH CENTRE

5.42

WTE SUPPORT STAFF

74.54

! !Ball!&!Washbrook!1996!

SUMMARY of SUPPORT STAFF REQUIRED

BIRTHRATE(PLUS' (

Final version 27.07.16

GOOD HOPE HOSPITAL HEFT

	Required WTE
Intrapartum services	10.84
Maternity Wards	
Antenatal Ward	5.42
Postnatal Ward	10.84
OUTPATIENT SERVICES	
Antenatal Clinics	
Obstetric Clinics	1.27
Specialist Clinics	2.20
Midwife led Booking Clinics	3.93
MAU	2.71
WTE SUPPORT STAFF F	37.21

Ball & Washbrook 1996

Comparison of Birthrate Plus® Results with Current Funded Establishment based on above data and results

Together with the casemix, the number of midwife hours per patient/client category based upon the well-established standard of one midwife to one woman throughout labour, plus extra midwife time needed for complicated Categories III, IV & V, calculates the clinical staffing for the annual number of women delivered.

In addition, BR+ determines the staffing required for antenatal inpatient and outpatient services, postnatal care of women and babies in hospital and community care of the local population birthing in either the main hospital or neighbouring ones.

The method works out the clinical establishment based on agreed standards of care and specialist needs factoring in co-ordination, and then factors in the non-clinical midwifery roles and skill mix adjustment of the clinical staffing between midwives and competent & qualified support staff can be applied.

The table below outlines the comparison of Birthrate Plus® results with current funded establishments for Heart of England NHS Foundation Trust when a **21%** uplift is applied with an **90/10%** skill mix model of care based on above data and results

Comparison of Maternity Staffing - Heartlands and Solihull NHS Hospital Maternity Services

BR+ Total Clinical & Non-Clinical 'Midwifery' wte	311.05	The total clinical wte for hospital & community calculated using Birthrate Plus methodology including non-clinical roles [n.39.06wte]
BR+ Total Clinical Skill Mix Adjustment at 90% plus non-clinical midwifery	283.85	90% of total as clinical midwives (244.79wte) – bands 5 to 7 plus non-clinical total (39.06wte)
Current funded midwifery wte (bands 5 – 8)	295.76	The current funded midwifery wte excludes non-clinical midwifery roles
Difference between BR+ wte & current funded midwifery wte	+11.91	The variance between BR+ total wte & funded wte based on midwifery staffing
BR+ Total Skill Mix Adjustment for clinical support roles (Bands 3 & 4)	27.20	Support staff who contribute to the clinical total in postnatal care workers with training/qualification such as Level 3 NVQ or Nursery Nurse, and who can replace midwife hours
Current Funded Support roles (Bands 3 & 4)	25.69	Current funded clinical support roles
Difference between BR+ Support roles to include in comparative total	-1.51	Variance between BR+ Clinical wte & current funded wte based on support roles
Overall Difference between BR+ wte compared with clinical wte - bands 3 to 8	+10.40	The actual difference between BR+ clinical wte & current funded wte combining midwives & appropriately trained support staff
BR+ Support roles (Band 2)	74.54	Health Care Assistant- band 2 Support roles
Current Funded Support roles (Bands 2)	63.69	Current funded Health Care Support roles 63.69 [bd 2's] BHH/SH excludes 25.69 [bd3&4]
Difference between BR+ Support roles to include in comparative total	-10.85	Variance between BR+ wte & current funded wte based on HCA support roles
Overall Difference between Bands 2 to 8	-0.45wte	Actual difference between BR+ wte & current funded wte combining midwives, non-clinical midwives, MSWs/NNs for PN care & additional support staff

Comparison of Maternity Staffing – Good Hope Hospital Sutton Coldfield

BR+ Total Clinical & Non Clinical 'Midwifery' wte	118.58	The total clinical wte for hospital & community calculated using Birthrate Plus methodology
BR+ Total Clinical Skill Mix Adjustment at 90%	106.72	90% of total as midwives – bands 5 to 7
Current funded clinical wte (bands 5 – 7)	108.25	The current funded midwifery wte excludes non-clinical midwifery roles
Difference between BR+ wte & current funded midwifery wte	+1.53	The variance between BR+ clinical wte & funded wte based on midwifery staffing
BR+ Total Skill Mix Adjustment for support roles (Bands 3 & 4)	11.86	Support staff who contribute to the clinical total in postnatal care workers with training/qualification such as Level 3 NVQ or Nursery Nurse, and who can replace midwife hours
Current Funded Support roles (Bands 3 & 4)	9.14	Current funded clinical support roles
Difference between BR+ Support roles to include in comparative total	-2.72	Variance between BR+ Clinical wte & current funded wte based on support roles
Overall Difference between BR+ wte compared with clinical wte - bands 3 to 7	-1.19	The actual difference between BR+ clinical wte & current funded wte combining midwives & appropriately trained support staff
BR+ Support roles (Band 2)	37.21	Health Care Assistant- band 2 Support roles
Current Funded Support roles (Bands 2)	31.90	Current funded support roles 32.27 [bd 2's] for GHH excludes 8.08 [bd3&4]
Difference between BR+ Support roles to include in comparative total	-5.31	Variance between BR+ wte & current funded wte based on HCA support roles
Overall Difference between Bands 2 to 8	-6.50	Actual difference between BR+ wte & current funded wte combining midwives, non-clinical midwives, MSWs/NNs for PN care & additional support staff

Heart of England NHS Hospital Maternity Service Summary

The table below outlines a summary of Birthrate Plus® results across the Trust with current funded establishments for Heartlands & Solihull and Good Hope Maternity Services

Heart of England NHS HOSPITALS MATERNITY SERVICES	Heartlands & Solihull	Good Hope	HEFT
BR+ Total Clinical wte band 3-7 & 8*	311.05*	118.58	429.63
BR+ Total Support Staff wte – bands 2 & 3	74.54	37.21	111.75
BR + Total Maternity Staffing wte	385.59	155.79	541.38
Funded wte Clinical Staffing wte Bands 3 - 8 BHH & SH = bands 5 - 8 [n.288.76 + n.25.89] Band 3 & 4 GHH = Band 5 - 8 [n.113.06 + n.8.08] Band 3 & 4	321.45	117.39	443.57
Funded Total Clinical Support Staff wte BHH & SH Band 2 [n.63.69] - excludes 3 & 4 [n.25.69] Good Hope Band 2 [n.32.27] excludes 3 & 4 [n.8.08]	63.69	31.90	91.94
Funded Overall Total Maternity Staffing wte	385.14	149.29	539.53
Variance Total Clinical staff bands 3 – 8wte	10.40	-1.19	13.94
Variance Total Support staff bands 2 & 3 wte	-10.85	-5.31	-15.79
Variance Overall Total Maternity Staffing wte	-0.45	-6.50	1.85

* Includes the non-clinical midwifery roles of 39.06 for all midwifery services

Using Ratios of births/cases to wte for projecting staffing needs

To calculate for staffing based on increase in activity, it is advisable to apply ratios of births/cases to midwife wte, as this will take into account an increase in all areas and not just the intrapartum care of women. There will be changes in community, hospital outpatient and inpatient services if the annual number of women giving birth increases.

When using ratios once the total clinical wte is calculated, it excludes the additional non-clinical roles. A skill mix % can be applied to the total clinical wte to work out what of the total clinical 'midwifery' wte can be suitably qualified support staff, namely MSWs Band 3. Nursery Nurses and RGNs working in postnatal services only.

Calculating staffing changes using a ratio to meet increase in births assumes that there will be an increase in activity across ALL models of care and areas including homebirths for the maternity unit. The main factors to consider are whether the extra women are in fact within their current imports, and whether the bookings are in community instead of hospital.

Using the overall ratio of **1:23** births will produce the total clinical wte to which a skill mix can be applied (e.g. 90/10%) in order to calculate the midwife and suitably qualified support staff totals. It is not appropriate to add in extra wte for the support staff replacing midwifery posts. However, the addition of other support staff who do not contribute to the clinical establishment will be necessary.

If there is an increase or decrease in activity, then the appropriate ratio can be applied depending on the level of care to be provided to the women, for example, if the women just have community care as birth in a neighbouring unit, it is only necessary to estimate the increase in community staffing so the ratio of 106 cases to 1 wte is the correct ratio to apply. To use the 23 ratio will overestimate the staffing.

Example; A woman who births in the Delivery Suite but is 'exported' to another community, then the ratio of 31 births to 1 wte should be applied, or 50 births to 1 wte if a Birth Centre birth. The main factor in using ratios is to know if having total care for the 'Trust' midwives or only hospital or community.

In addition, a percentage is applied to the clinical total wte to provide sufficient non-clinical midwifery posts and this is usually around 8%.

Midwife Ratios for Heartlands & Solihull NHS Maternity Services based on above data and results

- Births at home 34 births to 1 wte midwife
- Hospital care only of D/S births 31 births to 1 wte midwife
- Hospital care only of B/C births 50 births to 1 wte midwife
This ratio covers all care & activity on BC
- Hospital care only of ALL D/S & B/C births 31 births to 1 wte midwife
- Community care only (a/n & p/n) 106 cases to 1 wte midwife
This ratio covers all women irrespective of place of birth.
- Overall ratio for all births in Heartlands & Solihull Hospitals **23** births to 1 wte midwife

Midwife Ratios for Good Hope NHS Maternity Services based on above data and results

- Births at home 35 births to 1 wte midwife

- Hospital care only of D/S births 38 births to 1 wte midwife
- Hospital care only of ALL D/S & B/C births 38 births to 1 wte midwife
- Community care only (a/n & p/n) 100 cases to 1 wte midwife
This ratio covers all women irrespective of place of birth.
- Overall ratio for all births in Good Hope Hospitals **30** births to 1 wte midwife

Method for Classifying Birthrate Plus® Categories by Scoring Clinical Factors in the Process and Outcome of Labour and Delivery

There are five [5] categories for mothers who have given birth during their time in the delivery suite [Categories I – V)

CATEGORY I **Score = 6**

This is the most normal and healthy outcome possible. A woman is defined as Category I [*lowest level of dependency*] if:

The woman's pregnancy is of 37 weeks gestation or more, she is in labour for 8 hours or less; she achieves a normal delivery with an intact perineum; her baby has an Apgar score of 8+; and weighs more than 2.5kg; and she does not require or receive any further treatment and/or monitoring

CATEGORY II **Score = 7 – 9**

This is also a normal outcome, very similar to Category I, but usually with the perineal tear [score 2], or a length of labour of more than 8 hours [score 2]. IV Infusion [score 2] may also fall into this category if no other intervention. However, if more than one of these events happens, then the mother and baby outcome would be in Category III.

CATEGORY III **Score = 10 – 13**

Moderate risk/need such as Induction of Labour with syntocinon, instrumental deliveries will fall into this category, as may continuous fetal monitoring. Women having an instrumental delivery with an epidural, and/or syntocinon may become a Category IV.

CATEGORY IV **Score = 14 –18**

More complicated cases affecting mother and/or baby will be in this category, such as elective caesarean section; pre-term births; low Apgar and birth weight. Women having epidural for pain relief and a normal delivery will also be Category IV, as will those having a straightforward instrumental delivery.

CATEGORY V **Score = 19 or more**

This score is reached when the mother and/or baby require a very high degree of support or intervention, such as, emergency section, associated medical problem such as diabetes, stillbirth or multiple pregnancy, as well as unexpected intensive care needs post-delivery. Some women who require emergency anaesthetic for retained placenta or suture of third degree tear may be in this category.

Category X women are those who are admitted to the delivery suite, but after assessment/monitoring are found not to be in labour or to need any intervention. These women are either sent home or transferred to the antenatal ward for observation.

Categories A1 & A2 women are those who require some intervention such as intravenous infusion and/or monitoring, e.g. antepartum haemorrhage, pre-eclampsia or premature labour. Such women often spend considerable time on delivery suite before being transferred to the antenatal ward or to another maternity unit with neonatal facilities. However, some women with moderate risk/needs will go home following assessment and treatment.

Category R women are re-admitted after delivery as postnatal cases, often requiring medical care.

Inductions of labour with prostins are recorded, as are escorted transfers to another maternity unit and the non-viable pregnancies.

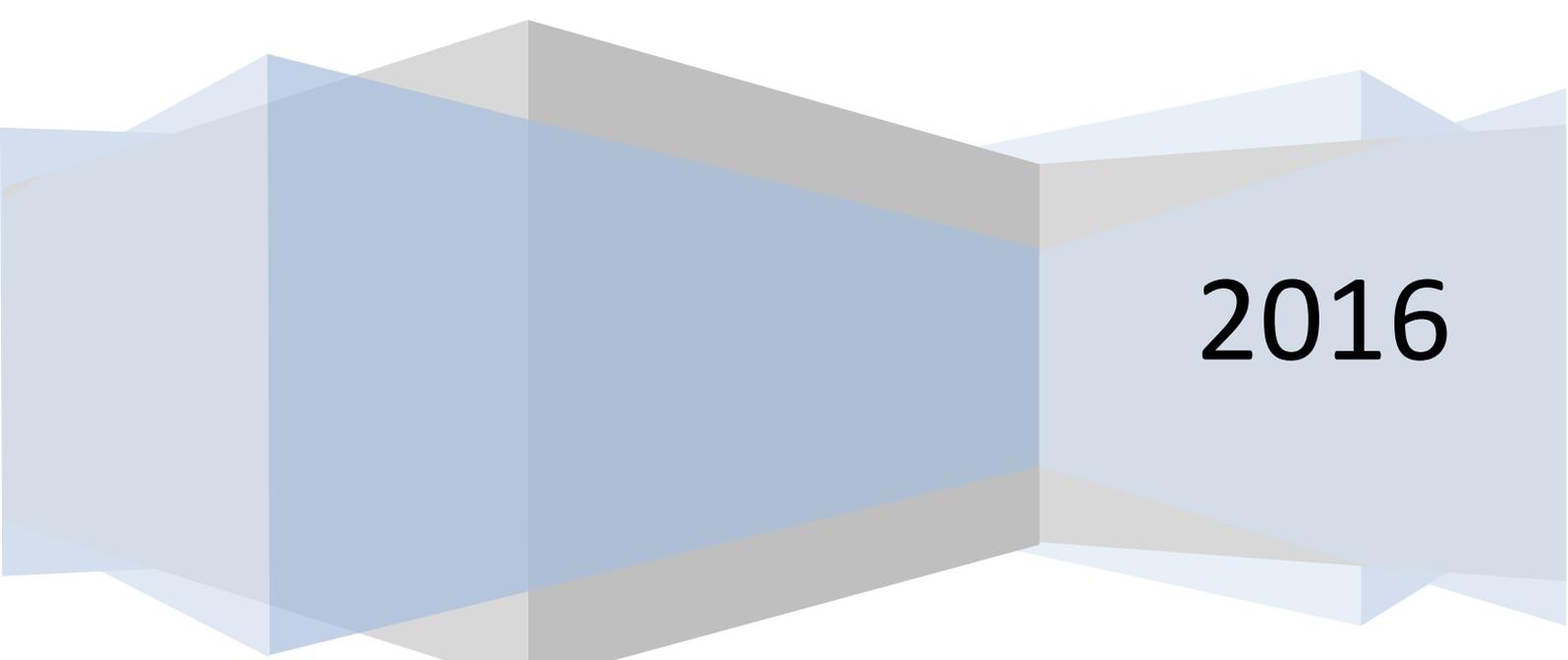
**1.1 HEART OF ENGLAND NHS FOUNDATION TRUST
BOARD OF DIRECTORS**

26th October 2016

Title: Emergency Planning Compliance Report							
From: Kellie Jervis/Jonathan Brotherton				To: Trust Board			
The Report is being provided for:							
Decision	N	Discussion	Y	Assurance	Y	Endorsement	Y
Purpose: Approval of annual report Agreement of HEFT compliance level against 2016 national core standards							
Key points/Summary:							
<p>EP annual report highlights</p> <ul style="list-style-type: none"> All core and supporting plans reviewed in 2015/16 143 training sessions to 692 staff All Civil Contingency Act exercising obligations met 9 incidents/activations of plans responded to Business Continuity review Head of Emergency Planning sitting on National project group developing National Occupational Standards for EPRR Heartlands, along with G4S, won the Estates and Facilities Innovation Award at the Health Business Awards in London in recognition of our Ebola response work <p>EP annual report areas of concern/improvement</p> <ul style="list-style-type: none"> No concerns currently Improvements/lessons learnt from exercises/incidents incorporated into plans and training <p>Emergency Preparedness Resilience and Response (EPRR) National Core Standards</p> <ul style="list-style-type: none"> HEFT are reporting Fully Compliant against the 2016 core standards <p>EPRR national standards areas of concern/improvement</p> <ul style="list-style-type: none"> No current concerns Building on current successes to make further improvements to plans and training. 							
Recommendation(s):							
<p>The Board is asked to consider the information set out in this report To approve the Emergency Planning annual report (attached) To note and accept the HEFT compliance against national core standards (attached)</p>							
Assurance Implications:							
Board Assurance Framework	Y/N	BAF Risk Reference No.					
Performance KPIs year to date	Y/N	Resource/Assurance Implications (e.g. Financial/HR)			N		
Information Exempt from Disclosure	N	If yes, reason why.					
Identify any Equality & Diversity issues		NONE					
Which Committees has this paper been to? (e.g. AC, QC, etc.)							

Heart of England NHS Foundation Trust

Emergency Planning Team Year End Report for the period April 2015 – March 2016



2016

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Position Statement

This annual report details the work carried by the Emergency Planning Team (EPT) to ensure that Heart of England NHS Foundation Trust (HEFT) is able to meet its Statutory Obligations as an NHS Category 1 Responder and to support the local NHS structures within the NHS England West Midlands area.

There have been a number of changes since the 2014 – 2015 report both within the Trust and within the EPT. Appendix 1 details the team structure.

To ensure that HEFT meets its obligations the EPT has focused on the following work streams.

- 2015 review of NHS England Core Standards for HEFT
- Full Training Program for all staffing groups
- Implementation of Initial Operational Response (IOR) across the 3 main hospitals, Community Trust and the Trusts satellite sites
- Implementation of the National Occupation Standards to the Trusts training programme
- Membership of the following NHS & Local Government Work Groups
 - Local Health Resilience Forum
 - Exercise Dark Star Regional exercise, planning & delivery
 - Health Emergency Planning Network
 - National planning group for implementation of National Occupational Standards
 - West Midlands Conurbation Telecommunication Sub Group
 - Local Health Resilience Partnership
 - Local Health Resilience Partnership – Ebola Sub Group
- Review of HEFT Emergency Incident Plans
- Review of Ward Business Continuity & Lock Down Plans across HEFT
- Support during Incidents & Exercises
- Supporting the Ebola Action Group

The following sections cover these work streams in greater detail.

2015 Core Standards

In 2013, NHS England released the Core Standards for all NHS Healthcare providers in order for Trusts/Organisations to assess themselves against a set of National standards. This was the first time that all NHS Organisations in England were assessed against the same set of standards for Emergency Planning and Business Continuity.

Since 2013, the EPT have been developing the plans, exercises and training to move the Trust to fully compliant. We can report that for 2015, HEFT is now fully compliant and 100% green in all EPRR aspects of the Core Standards.

2015 Emergency Incident Plans Review

There are a wide range of Trust emergency incident plans that have been reviewed during 2015/16. These plans are split in to two types of plans, Core and Supporting Plans.

These plans are available in the each of the Trusts control rooms, ED's and on the Intranet.

The following plans have been reviewed and approved over the past 12 months and the main changes in the documentation was due to changes in national plans, Incident Level terminology and the introduction of Joint Emergency Services Interoperability Programme (JESIP) terminology.

Core Plans

- Bomb Threat Plan
- Chemical Incident Plan which includes Biological, Radiological and Nuclear Incidents(CBRN) – All sites, geographical differences incorporated into the plan
- Evacuation and Shelter
- Internal Disaster Plan
- Major Incident Plans – Site specific, including Mass Casualty Plans for BHH

Supporting Plans

- Adverse Weather Plan – Heatwave and Cold Weather
- Business Continuity & Lockdown Plans – Department/area specific plans
- Fuel Plan – One plan covers all sites
- Operation Consort – One plan covers all sites, geographical differences incorporated into plan
- Pandemic Influenza – One plan covers all sites – geographical differences incorporated into plan
- Prison Emergency Response Plan – Good Hope only

Training Programme

All levels of staff across the Trust have continued to attend and participate in the training & exercise programme for the last financial year. Between 1st April 2015 & 31st March 2016 143 training sessions have been delivered and 692 staff members have attended training across the main 3 hospital sites as well as the Chest Clinic, Community and Satellite sites.

The information detailed in Appendix 2 shows a breakdown of the training across the Trust

The EPT have also attended the Department of Health funded Decision Loggist and Loggist Instructors course, the West Midlands Ambulance Service training for the Powered Respirator Protective Suit (PRPS) instructor & Hospital Major Incident Medical Management and Support (H-MIMMS) course. This is to support and add value to the Trusts training programme. (A full list is detailed in Appendix 7).

As of this year the EPT have started to deliver Initial Operation Response (IOR) training to front line staff across the Trust. This also includes the Community Trust and HEFT's satellite sites. IOR is the new dry decontamination process for casualties contaminated with non-caustic agents prior to traditional decontamination.

This training programme has been delivered through the Emergency Department staff annual Emergency Planning sessions and bespoke training sessions in the departments & satellite sites.

The EPT have produced aide memoire posters to help staff in Clinical (Appendix 5) and Community (Appendix 6) areas in responding to this type of incident as well as procuring and producing response kit boxes for each satellite site.

One of the biggest and newest training programmes developed and delivered by the EPT was the role out of the Initial Operation Response (IOR) to all front line staff in our Community & Satellite sites. This programme will run into the new financial year and up to 31st March 2016, 73 Community staff has attended this training programme.

The EPT are still working on and creating Moodle training programmes to allow staff to have an understanding of the types of training programmes delivered by the EPT before they attend the practical sessions. (Appendix 4 details the modules that will be available on Moodle).

Exercises

As part of the Trust statutory obligations within the Civil Contingencies Act 2004, it is a mandatory requirement to carry out the following exercises:-

- Live exercise, once every 3 years or activation of the Trusts Emergency Incident Plans to respond to an incident
- Desk Top exercise, once a year
- Communications exercise, twice yearly

Appendix 7 details the exercises that the Trust or the EPT have been involved with which meet our obligations.

Live Exercise – On the 7th October 2015, a no notice fire exercise was triggered by Louise Everett & Ben Richards on Ward 20 (AMU) at Heartlands Hospital (BHH) which activated the fire alarm and the Internal Disaster Exercise. Switchboard then notified a pre identified group of on call and response staff who either made their way to the scene or the primary Tactical (Silver) Control Room to ensure that the Command & Control procedures were implemented. There have also been a number of other live exercises and activations of the Trusts Emergency Incident Plans requiring response to incidents over this period (reference Appendix 8).

Desk Top Exercise – These are run through the Trust emergency incident training programme for ED, Tactical (Silver) Control, Strategic (Gold) Command and other key areas annual training program.

Communications Exercise – With support from Switchboard the Trust & EPT run 4 communications test throughout the calendar year – both in and out of hours.

The EPT & staff from other Departments have also represented the Trust at a number of exercises held by partner agencies as well as supporting other Trust and colleagues to deliver their training programme, as detailed in Appendix 7. As part of the Core Standards deep dive, the Trust participated in Exercise Pledge which was an NHS England West Midlands Pandemic Flu exercise to test the planning assumptions and partnership working with NHS and Local Authority colleagues

A new training and exercise programme for 2016 – 2017 has been written with delegate numbers already exceeding the dates booked. The Trust will also be running two large scale table top exercises in the next financial year. The first is in April and will be a Pan-Birmingham NHS Command & Control response exercise

with UHB and Birmingham Children's Hospital. Then the second will be a multi-agency exercise on the 6th June 2016.

Incidents

Between the 1st April 2015 & 31st March 2016 there have been 9 incidents across the Trust that have been managed through the Trusts Command & Control systems in & out of hours.

The types of incidents that have occurred at the Trust include the following

- CBRN
- EDL Protest
- IT Failures
- Suspect Ebola
- Suspect Package
- Utility Failures

Most of these incidents have been based on utility infrastructure and not in response to incidents on or off site. This is a common issue for NHS Organisations in our area and nationally due to the increasing pressure on the power and communication systems.

The EPT has responded to each of these incidents appropriately whether it is through attendance personally by a member of the team or through suitable advice.

(A full list of Incidents across the Trust is detailed in Appendix 8).

Ebola

The EPT continued to support the Trusts Ebola Action Group (EAG) as part of the planning and response to current risk to the UK from Ebola. Other members of this group included Virology, Infectious Diseases, Infection Control, Estates/Facilities Departments & G4S. Over 2015 the plans & procedures in place to ensure staff and patient safety were activated on 5 occasions for suspect Ebola patients. These were all found to be negative after test where carried out by Public Health England.

In recognition of this work, on the 3rd December Heartlands along with G4S won the Estates and Facilities Innovation Award at the Health Business Awards in London. G4S at Heartlands also won the Teamwork & Collaboration award at the G4S UK & Ireland Regional Excellence Awards in November. Both of these successes followed a number of other high profile National Awards in which we were finalists.

Business Continuity Management & Lockdown Plans

As per 2014 the BCM & Lockdown project has been one of the biggest projects for the EPT during 2015. A complete annual review of Business Continuity Plans & Lockdown Plans in all Clinical Area's was carried by the EPT with the new Excel based audit tool as well issuing them with two unique individual BCM folders and Lockdown information to aid the staff response during an BCM or lockdown incident.

There is currently a work programme between the EPT and the Community Trust to continue their plans and training of staff.

Team Expenditure

During this financial year the Trust has been under tight financial constraints. Appendix 10 details a breakdown of the EPT's expenditure.

This financial year has seen the introduction & implementation of the Initial Operation Response (IOR) process. The EPT has implemented this process across the main 3 sites and the Community satellite sites. To ensure that the Trust is compliant on the new decontamination process the Team have had to design, purchase and build the initial IOR kit boxes for the satellite sites.

The total expenditure for this financial year is £6,186.75 with the main expenditure in the following 4 areas. See appendix 10 for complete listing.

- BCM Project £773.54
- General office supplies & miscellaneous items £325.58
- IOR Project £161.97
- Response kit £4,091.12
- Training £834.54

A full breakdown list of all items purchased by the team is available upon request.

Local Health Resilience Partnership (LHRP)

As part of the NHS England Emergency Planning Structure, Kellie Jervis attends the bi-monthly LHRP meetings on behalf of the Trust Accountable Emergency Officer.

The role of the LHRP is to deliver the National Emergency Planning, Response & Resilience (EPRR) Strategy at a local level and to establish a local Health Risk Register.

During 2015, Kellie has represented the Acute Trusts on the LHRP Ebola sub group and nationally with the implementation and creation of a NHS wide National Occupation Standards for Command and Control within NHS organisations.

Local Health Resilience Forum (LHRF)

The LHRF is a forum of Emergency Planning Officers from NHS & Local Authority and forms the LHRP working group. This group meets monthly to work on the issues as directed by the LHRP.

This year the EPT has supported the LHRF with the creation and auditing of the Emergency Planning Best Practice and currently with the review of the Mutual Aide document to support Trusts with key information and details during a Major Incident.

Newsletter

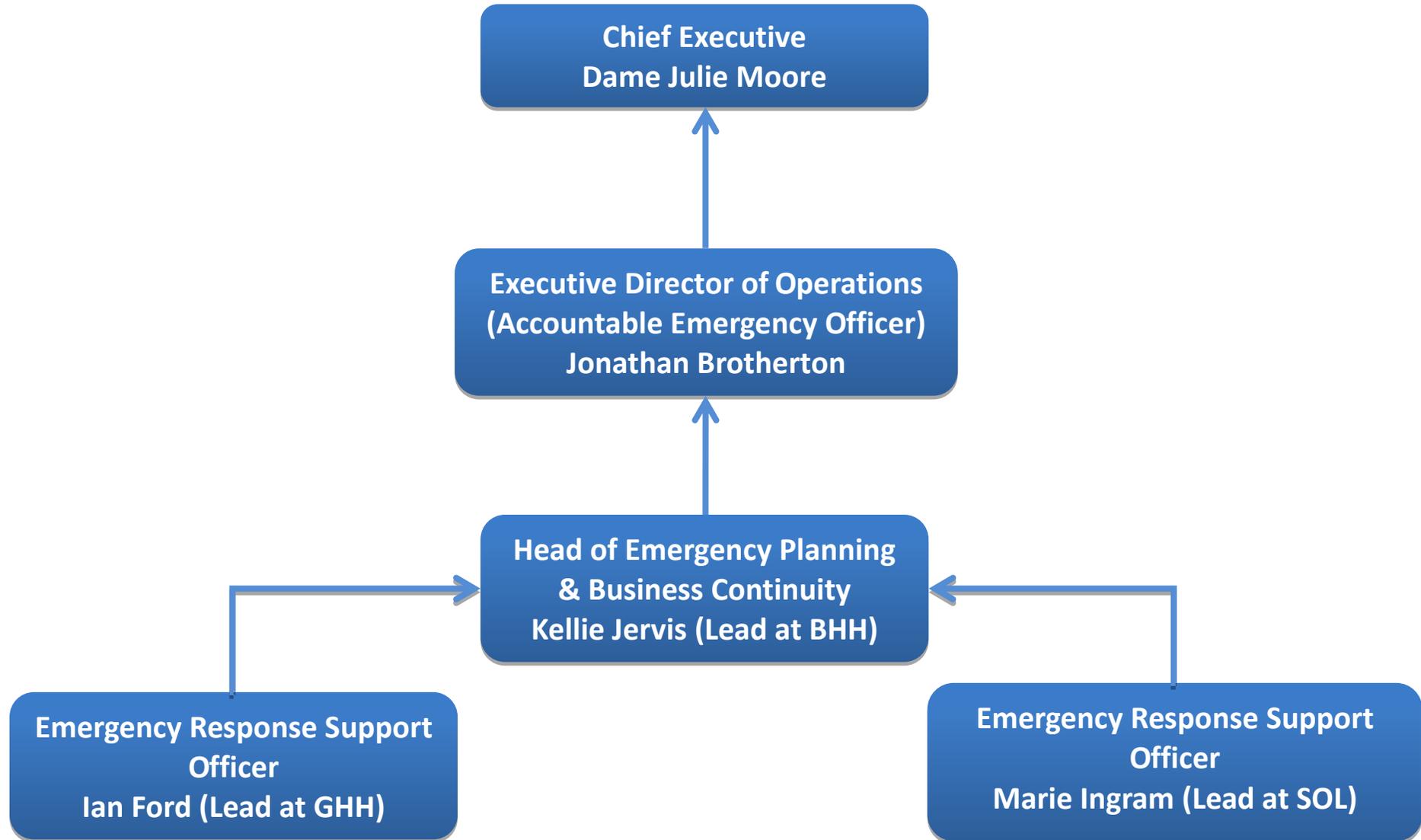
The EPT has continued to publish the monthly Emergency Planning Newsletter 'Resilience Within'. This has received a number of positive comments from staff and departments across the Trust and as part of the Peer Review was demonstrated as good practice for other Trusts.

The newsletters brief the staff at all levels on various subjects (Appendix 9) including

- Adverse weather (Heatwave & Cold weather)
- BCM Updates and principles of BC
- Ebola – Briefings & latest information/guidance links
- Exercises – Types, dates & locations
- Incidents
- New Plans across the Trust
- Tips of the month
- Training – Types, dates & location
- What's new?

Support staff who volunteer to book on to our training programmes such as Loggist Training or Control Room Awareness session have come from the 'Resilience Within' circulation.

**Appendix 1
Team Structure**

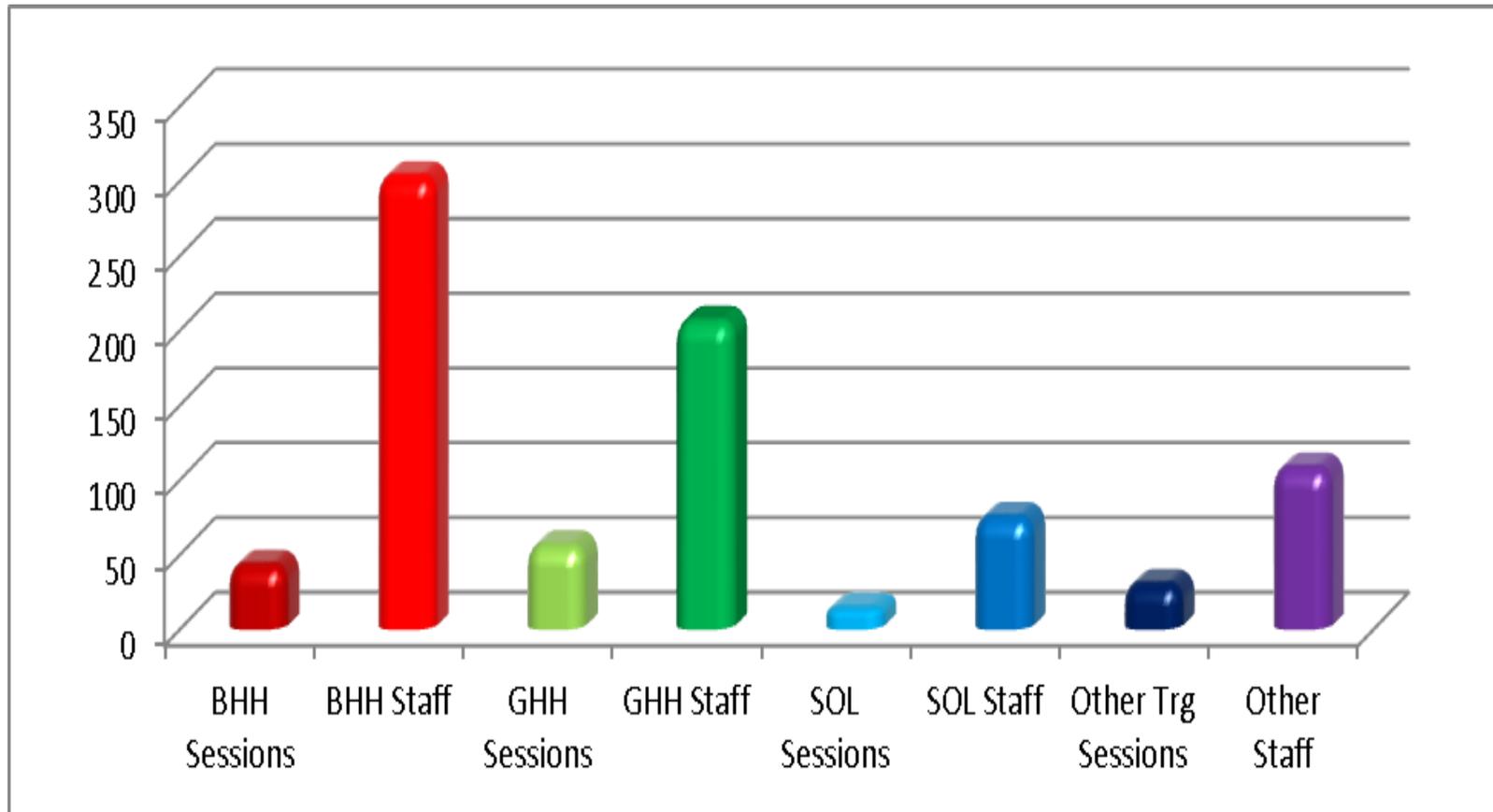


**Appendix 2
Training Graphical Results**

HEFT Training Matrix for period Apr 15 - Mar 16 based on sites

	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Total
BHH Sessions	4	1	3	2	14	7	2	6	1	1	0	2	43
BHH Staff	25	8	23	15	63	27	27	63	5	4	0	43	303
GHH Sessions	2	3	6	9	5	3	6	10	2	7	2	1	56
GHH Staff	3	25	34	37	9	18	34	14	2	14	2	14	206
SOL Sessions	7	0	0	0	0	2	1	1	1	0	1	1	14
SOL Staff	27	0	0	0	0	9	7	6	4	0	6	16	75
Other Trg Sessions	1	2	2	1	0	1	1	2	0	4	7	9	30
Other Staff	0	7	5	0	0	1	0	15	0	33	11	36	108
Total HEFT Sessions										143	Total HEFT Staff		692

As of 31st March 2016



Appendix 3
Training Delivered by the Emergency Planning Team

Type	Sessions Numbers	Staff Numbers
Command & Control	20	126
Communications Tests	3	N/A
Community IOR	14	73
CTU	1	45
Emergency Department Staff	71	296
Estates Staff	10	58
Loggist	9	27
Others	10	51
PPE	4	16
Total	143	692

Appendix 4 Moodle Training

Course	Time Scale
Business Continuity Management	In Draft
Major Incident for ED Staff	In Draft
Chemical, Biological, Radiological and Nuclear	In Draft
Loggist	Due end 2016
Adverse Weather	Due start 2017
Pandemic Flu	Due end 2016
Lockdown Planning and Procedure	Due end 2016
Evacuation and Shelter planning	Due start 2017

Appendix 5 Initial Operational Response – Clinical

Initial Operational Response (IOR)



Step 1

- Contaminated patient(s) enters the Emergency Department
- Tell the contaminated patient(s) to go outside and wait; this will reduce risks of cross contamination
- Dial '2222' – Chemical Incident; activate plan
- Don your Immediate suit and collect paper roll & disrobe packs from the CBRN Shelter
- Decontamination needs to begin as soon as possible



Step 2



- Ask the contaminated patient(s) to disrobe to their underwear – **Do Not** take clothes overhead
- If required there is a 'fish knife' available in disrobe packs to reduce the risk of removing clothing over their head/face
- Up to 80% of contamination is removed by disrobing
- Place all clothing, jewellery & personal belongings in the bags located in the disrobe packs
- Instruct them to step away from contaminated bags

Step 3

- Ask patient(s) to blow nose and clean throat (spit out into paper roll)
- Instruct patient(s) to blot hair, face and all exposed skin placing contaminated paper roll in to the waste bags
- Ask the patient(s) to put on the orange ponchos in the disrobe packs
- Patient(s) are now ready to go through traditional (wet) decontamination process



It all comes back to **Resilience** Within....



Appendix 6 Initial Operational Response – Community

Initial Operational Response (IOR)



Step 1

- Contaminated patient(s) enters your establishment
- Call '999' for assistance
- Tell the contaminated patient(s) to go outside and wait; this will reduce risks of cross contamination
- Call switch board on 0121 424 2000 & ask for Head of Emergency Planning Team
- Put on your PPE & collection IOR kit box and paper roll
- Decontamination needs to begin as soon as possible



Step 2



- Ask the contaminated patient(s) to disrobe to their underwear – ***Do Not*** take clothes overhead
- If required there are scissors available (In IOR kit box) to reduce the risk of removing clothing over their head/face
- Up to 80% of contamination is removed by disrobing
- Place all clothing, jewellery & personal belongings in to the yellow waste bags located in the IOR kit box
- Instruct them to step away from contaminated bags

Step 3

- Ask patient(s) to blow nose and clean throat (spit) out into paper roll
- Instruct patient(s) to blot hair, face and all exposed skin placing contaminated paper roll in to the yellow waste bags
- Give the patient(s) a foil blanket from your IOR kit
- Patient(s) are now decontaminated, treat as required



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Appendix 7 Exercises Held & Attended

Date	Event	Location	Trust or other Agency	Delegates or Level	Comments
20 May 15	Major Incidents Conference	UHB	EP Team	3	Mayor Incidents & Beyond
29 May 15	CSW Outbreak Exercise	Coventry	EP Team	4	Table top exercise to test CSW Community Outbreak Plan
15 – 16 June 15	H-MIMMS Course	Derby Hospital	EP Team & GHH PED	3	External course for Emergency Planning Officers
10 Aug 15	Cross site ED escalation exercise	Heartlands	Trust	19	Table top exercise organised by ED Consultant
7 Oct 15	Live no notice exercise	Heartlands	Trust	20	Live no notice fire exercise on Ward 20 & Tactical Control. This is to test the on call and fire pager system as well as command and control.
3 Nov 15	Ex Dark Star	Regional Exercise	NHS England	9	Regional BCM exercise attended by HEFT staff
17 Nov 15	Exercise Pledge	Birmingham	Regional	6	Regional Pandemic Flu exercise attended by HEFT as part of the Trusts Core Standards 2015 submission
7 Mar 16	Trauma Network Conference	UHB	Other	3	Trauma conference based around the 2015 Paris attacks

Appendix 8
Trust Incidents (Up to the 31st March 2016)

No	Type	Date	Site	Information
1	EDL March SOL	18/04/2015	Solihull	Proposed EDL and UAF March within Solihull Area Prep in case of Incident in place.
2	Suspect Ebola Patient	21/04/2015	BHH	Suspect Ebola patient requiring containment and transfer to Ward 28
3	Pathology IT issues	28/04/2015	BHH	Failure of IT in Pathology
4	Suspect Ebola Patient	29/04/2015	BHH	Suspect Ebola patient requiring containment and transfer to Ward 28. Patient negative.
5	Electrical failure	09/05/2015	GHH	Loss of power to Wards 14 - 17 and Pharmacy
6	Water/pressure failure	15.06.15	BHH	Loss of water/pressure to site
7	Contaminated patients	20.11.15	BHH	2 patients contaminated
8	Suspect Package	15.12.15	BHH	Suitcase was thrown out of the car and left unattended
9	IT failure	06.01.16	Cross Site	IT failure, email & telephone loss across the Trust

Appendix 9 Newsletter Example

Resilience Within...

March 2016

Contact the team.....

Kellie Jervis – Head of Emergency Planning & Business Continuity – Ext 40266 – kelly.jervis@heartofengland.nhs.uk

Ian Ford – Emergency Response Support Officer – Ext 43077 – ian.ford@heartofengland.nhs.uk

Marie Ainsworth – Emergency Response Support Officer – Ext 40806 – marie.ainsworth@heartofengland.nhs.uk

Sharepoint - <http://sharepoint10/sites/emergencyplanning/SitePages/Home.aspx>

Fire Safety Message Reminder...



On discovering a fire or if fire is suspected call the internal emergency number 333 and give the switchboard operative your full name, location and details of the incident.

Ebola update from infection control...

The West Africa Ebola epidemic is now over and the risk of Ebola to the general public in the UK remains low. The Trust has now stepped down the emergency Ebola protocols. In the event of a patient being admitted with suspected Ebola, please refer to the Viral Haemorrhagic Fever (VHF) policy on the infection control intranet page.

Business Continuity & Lockdown Plans...

From April 2016 the Emergency Planning Team will start the annual review of the Business Continuity (BCM) & Lockdown plans across the 3 main hospital sites and the Community/Satellite site.

If you have any questions in regards to your plans please contact the team.

New Training Programme...

Do not forget to book your place on the on the following training programmes.

- On Call Emergency Incident (Site specific)
- Loggist

Please see the attached flyers for further information.

Cold Weather...



From the 1st November – 31st March, Public Health England & the Trusts Cold Weather plan (now on Sharepoint) are in place.

As per the Cold Weather Plan, regular updates will be available on the daily communication bulletins & Emergency Planning Share point site.

If snow or severe cold weather is forecast & you know that traditionally you have problems in getting to work, please ensure you review your rota with your line manager when alerts are issued and not on the day.

Training...

The Emergency Incident training figures for April 15 – Feb 16 are detailed below.

Total Since 1st April 2015: 591staff over 129 sessions across the Trust

BHH – 260 delegates
GHH – 192 delegates
SOL – 59 delegates
Other – 80 delegates

It all comes back to **Resilience** Within... ..



Appendix 10 Team Expenditure

The following figures are from the 1st April 2015 – 1st March 2016. A full breakdown of all expenditure is available through the EPT.

Category	Comments	Total Expenditure
Business Continuity Programme	Includes the following: <ul style="list-style-type: none"> • Stationery • Folders 	£773.54
IOR Project	Includes the following: <ul style="list-style-type: none"> • Containers • Kit (FFP2 masks, tough cuts, clinical waste bags, etc.) • Printing costs 	£161.97
Response Equipment	Equipment used or to support the Trust in response to incidents. This includes: <ul style="list-style-type: none"> • IOR role out • Calibration of equipment • CBRN equipment • Replacement pumps for Decon Shelters 	£4,091.12
Sundry Items	Includes the following: <ul style="list-style-type: none"> • Stationery • IT equipment 	£325.58
Training Equipment	Includes the following: <ul style="list-style-type: none"> • Training aides • Projector • Printing costs • Support equipment 	£834.54
Total Costs		£6,186.75

Appendix 11 Commonly used Acronyms

BHH	Birmingham Heartlands Hospital
CBRN	Chemical Biological Radiological Nuclear
CCA	Civil Contingencies Act
COBR	Cabinet Office Briefing Rooms
COMAH	Control of Major Accident Hazards
DH	Department of Health
DPH	Director of Public Health
ED	Emergency Department
EPRR	Emergency Preparedness, Resilience and Response (DH)
EPT	Emergency Planning Team
GHH	Good Hope Hospital
ICC	Incident Coordination Centre
IMT	Incident Management Team
IRP	Incident Response Plan
IOR	Initial Operational Response
JESIP	Joint Emergency Services Interoperability
LHRF	Local Health Resilience Forum
LHRP	Local Health Resilience Partnership
LRF	Local Resilience Forum
NHS	National Health Service
NHS England	NHS England
PHE	Public Health England
SAGE	Scientific Advice to Government in Emergencies
SCG	Strategic Coordinating Group (Multiagency Strategic Command)
SITREP	Situation Report
SOL or SH	Solihull Hospital
SR	Sub Region - the local presence of the NHS England
STAC	Scientific and Technical Advice Cell
Team	HEFT Emergency Planning Team
WMAS	West Midlands Ambulance Service

Core standard	Clarifying information	Evidence of assurance											Self assessment RAG Red = Not compliant with core standard and not in the EPRR work plan within the next 12 months. Amber = Not compliant but evidence of progress and in the EPRR work plan for the next 12 months. Green = fully compliant with core standard.	Action to be taken	Lead	Timescale						
		Acute healthcare providers	Specialist providers	NHS Ambulance service providers	Primary Care Providers	111	Community services providers	Mental healthcare providers	NHS England Regional Teams	NHS England Central Team	PCCs	CSUs business continuity (primary care only)					Primary care (GP, community pharmacy)	Other NHS funded organisations				
Governance																						
1	Organisations have a director level accountable emergency officer who is responsible for EPRR (including business continuity management)																	Jonathan Brotherton, Executive Director of Operations, is the designated AEO				
2	Organisations have an annual work programme to mitigate against identified risks and incorporate the lessons identified relating to EPRR (including details of training and exercises and past incidents) and improve response.	Lessons identified from your organisation and other partner organisations. NHS organisations and providers of NHS funded care treat EPRR (including business continuity) as a systematic and continuous process and have procedures and processes in place for updating and maintaining plans to ensure that they reflect: - the undertaking of risk assessments and any changes in that risk assessment(s) - lessons identified from exercises, emergencies and business continuity incidents - restructuring and changes in the organisations - changes in key personnel - changes in guidance and policy																<ul style="list-style-type: none"> Ensuring accountable emergency officer's commitment to the plans and giving a member of the executive management board and/or governing body overall responsibility for the Emergency Preparedness Resilience and Response, and Business Continuity Management agendas Having a documented process for capturing and taking forward the lessons identified from exercises and emergencies, including who is responsible. Appointing an emergency preparedness, resilience and response (EPRR) professional(s) who can demonstrate an understanding of EPRR principles. Appointing a business continuity management (BCM) professional(s) who can demonstrate an understanding of BCM principles. Being able to provide evidence of a documented and agreed corporate policy or framework for building resilience across the organisation so that EPRR and Business continuity issues are mainstreamed in processes, strategies and action plans across the organisation. That there is an appropriate budget and staff resources in place to enable the organisation to meet the requirements of these core standards. This budget and resource should be proportionate to the size and scope of the organisation. 	Exercise Programme, training programme, Exercise/incident reports/recommendations/action plans. Exercise/incident training logs available.			
3	Organisations have an overarching framework or policy which sets out expectations of emergency preparedness, resilience and response.	Arrangements are put in place for emergency preparedness, resilience and response which: - Have a change control process and version control - Take account of changing business objectives and processes - Take account of any changes in the organisations functions and/or organisational and structural and staff changes - Take account of change in key suppliers and contractual arrangements - Take account of any updates to risk assessment(s) - Have a review schedule - Use consistent unambiguous terminology. - Identify who is responsible for making sure the policies and arrangements are updated, distributed and regularly tested. - Key staff must know where to find policies and plans on the intranet or shared drive. - Have an expectation that a lessons identified report should be produced following exercises, emergencies and/or business continuity incidents and share for each exercise or incident and a corrective action plan put in place. - Include references to other sources of information and supporting documentation																				
4	The accountable emergency officer ensures that the Board and/or Governing Body receive as appropriate reports, no less frequently than annually, regarding EPRR, including reports on exercises undertaken by the organisation, significant incidents, and that adequate resources are made available to enable the organisation to meet the requirements of these core standards.	After every significant incident a report should go to the Board/ Governing Body (or appropriate delegated governing group) . Must include information about the organisation's position in relation to the NHS England EPRR core standards self assessment.																	The Head of Emergency Planning and Business Continuity reports to the AEO directly and through the Emergency Planning Group. EPRR, Incidents briefing, plan validation and Core Standards are set Emergency Planning Group agenda items. This feeds to the Board through the AEO and twice yearly assurance reports to the Safety Group.			
Duty to assess risk																						
5	Assess the risk, no less frequently than annually, of emergencies or business continuity incidents occurring which affect or may affect the ability of the organisation to deliver its functions.	Risk assessments should take into account community risk registers and at the very least include reasonable worst-case scenarios for: - severe weather (including snow, heathwave, prolonged periods of cold weather and flooding); - staff absence (including industrial action); - the working environment, buildings and equipment (including denial of access); - fuel shortages; - surges and escalation of activity; - IT and communications; - utilities failure; - response a major incident / mass casualty event - supply chain failure; and - associated risks in the surrounding area (e.g. COMAH and iconic sites)																<ul style="list-style-type: none"> Being able to provide documentary evidence of a regular process for monitoring, reviewing and updating and approving risk assessments Version control Consulting widely with relevant internal and external stakeholders during risk evaluation and analysis stages Assurances from suppliers which could include, statements of commitment to BC, accreditation, business continuity plans. Sharing appropriately once risk assessment(s) completed 	The National & Local Risk Assessments are used to populate the Health Risk Register developed by the Local Health Resilience Forum. From this Risk Register training and exercises programmes are developed. Training programme is available and submitted to the Emergency Planning Group quarterly and annually to NHS England. The risk register is part of the Overview of Emergency Planning Arrangements - Appendix 1 page 17.			
6	There is a process to ensure that the risk assessment(s) is in line with the organisational, Local Health Resilience Partnership, other relevant parties, community (Local Resilience Forum/ Borough Resilience Forum), and national risk registers.	There is a process to consider if there are any internal risks that could threaten the performance of the organisation's functions in an emergency as well as external risks e.g. Flooding, COMAH sites etc.																	The risk register is in line with the LHRP & LRF risks. See appendix 1, page 17 of the Overview of Emergency Planning Arrangements.			
7	There is a process to ensure that the risk assessment(s) is informed by, and consulted and shared with your organisation and relevant partners.	Other relevant parties could include COMAH site partners, PHE etc.																	Is shared through the Emergency Planning Group. The Overview of Emergency Planning Arrangements is stored on the intranet and shared with partner agencies.			
Duty to maintain plans – emergency plans and business continuity plans																						
8	Effective arrangements are in place to respond to the risks the organisation is exposed to, appropriate to the role, size and scope of the organisation, and there is a process to ensure the likely extent to which particular types of emergencies will place demands on your resources and capacity. Have arrangements for (but not necessarily have a separate plan for) some or all of the following (organisation dependent) (NB, this list is not exhaustive):	Incidents and emergencies (Incident Response Plan (IRP) (Major Incident Plan)) Corporate and service level Business Continuity (aligned to current nationally recognised BC standards) HAZMAT/ CBRN - see separate checklist on tab overview Severe Weather (heathwave, flooding, snow and cold weather) Pandemic Influenza (see pandemic influenza tab for deep dive 2015-16 questions) Mass Countermeasures (e.g. mass prophylaxis, or mass vaccination) Mass Casualties Fuel Disruption Surge and Escalation Management (inc. links to appropriate clinical networks e.g. Burns, Trauma and Critical Care) Infectious Disease Outbreak Evacuation Lockdown Utilities, IT and Telecommunications Failure Excess Deaths/ Mass Fatalities having a Hazardous Area Response Team (HART) (in line with the current national service specification, including a vehicles and equipment replacement programme) - see HART core standard tab Firearms incidents in line with National Joint Operating Procedures - see MFTA core standard tab																<ul style="list-style-type: none"> Relevant plans: demonstrate appropriate and sufficient equipment (inc. vehicles if relevant) to deliver the required responses Identify locations which patients can be transferred to if there is an incident that requires an evacuation; outline how, when required (for mental health services), Ministry of Justice approval will be gained for an evacuation; take into account how vulnerable adults and children can be managed to avoid admissions, and include appropriate focus on providing healthcare to displaced populations in rest centres; include arrangements to co-ordinate and provide mental health support to patients and relatives, in collaboration with Social Care if necessary, during and after an incident as required; make sure the mental health needs of patients involved in a significant incident or emergency are met and that they are discharged home with suitable support ensure that the needs of self-presenters from a hazardous materials or chemical, biological, nuclear or radiation incident are met. for each of the types of emergency listed evidence can be either within existing response plans or as stand alone arrangements, as appropriate. 	Major Incident Plans in place and are annually reviewed. Current plan ratified in March 2016 BCM Policy in place and ratified by the Emergency Planning Group in March 2016. Yes - fully compliant on both additional HAZMAT CBRN Tabs Specific plans for Cold weather, heathwave plans and winter/surge management plans. Current Heathwave plan ratified in June 2016. Operational Pandemic Flu Plan - Ratified by Emergency Planning Group September 2015. N/A - PHE & NHS England responsibility Annex in BHH Major Incident Plan Trust has Fuel Shortage Plan that was ratified by the Emergency Planning Group in April 2015. The fuel plan is currently under review and will be going to the September 2016 Emergency Planning Group. See this as an NHS England Sub Regional level plan as more coordination depending on where beds are. Normal working process link with critical care network and bed bureau response. Included within Overview of Emergency Planning Arrangements document and also detail in BHH Action Card 2. Trust has a Outbreak & VHF plan which is developed by Infection Prevention Control Team. Last review September 2014 next review date, September 2016 Evacuation & Shelter plan ratified by the Emergency Planning Group in June 2015 and currently under review following large scale multi agency table top exercise in June 2016. Individual lockdown plans for clinical areas and overarching document. Overarching document ratified by the Emergency Planning Committee June 2014. Currently under review and going to the Emergency Planning Group in September. Incorporated into Risk Assessment section of the Overview of Emergency Planning Arrangements document - Page 8 The trust has plans in place to extend the mortuary capacity via external agencies. Excess death & mass fatalities plans fall under local authority responsibility N/A			
9	Ensure that plans are prepared in line with current guidance and good practice which includes:	<ul style="list-style-type: none"> Aim of the plan, including links with plans of other responders Information about the specific hazard or contingency or site for which the plan has been prepared and realistic assumptions Trigger for activation of the plan, including alert and standby procedures Activation procedures Identification, roles and actions (including action cards) of incident response team Identification, roles and actions (including action cards) of support staff including communications Location of incident co-ordination centre (ICC) from which emergency or business continuity incident will be managed Generic roles of all parts of the organisation in relation to responding to emergencies or business continuity incidents Complementary generic arrangements of other responders (including acknowledgement of multi-agency working) Stand-down procedures, including debriefing and the process of recovery and returning to (new) normal processes Contact details of key personnel and relevant partner agencies Plan maintenance procedures (Based on Cabinet Office publication Emergency Preparedness, Emergency Planning, Annexes 5B and 5C (2006))																<ul style="list-style-type: none"> Being able to provide documentary evidence that plans are regularly monitored, reviewed and systematically updated, based on sound assumptions: Being able to provide evidence of an approval process for EPRR plans and documents Asking peers to review and comment on your plans via consultation Using identified good practice examples to develop emergency plans Adopting plans which are flexible, allowing for the unexpected and can be scaled up or down Version control and change process controls List of contributors References and list of sources Explain how to support patients, staff and relatives before, during and after an incident (including counselling and mental health services). 	Major Incident Plans & Business Continuity Plans are in place, are reviewed annually in line with current guidance & good practice which are then ratified by the Emergency Planning Group. MIP for all 3 sites ratified by Emergency Planning Group in March 2016. Annual review of BCP across all 3 sites are well underway and are due to be completed at the end of September 2016.			
10	Arrangements include a procedure for determining whether an emergency or business continuity incident has occurred. And if an emergency or business continuity incident has occurred, whether this requires changing the deployment of resources or acquiring additional resources.	<ul style="list-style-type: none"> Enable an identified person to determine whether an emergency has occurred Specify the procedure that person should adopt in making the decision Specify who should be consulted before making the decision Specify who should be informed once the decision has been made (including clinical staff) 																<ul style="list-style-type: none"> On-call Standards and expectations are set out Include 24-hour arrangements for alerting managers and other key staff. 	All automated cascades are linked to On-Call rotas, changes to details uploaded to exchange database nightly. Post incident a review is carried out and informs the change in plans and procedures. This system was last activated in June 2016 as part of an Internal Disaster Activation. NHS England Critical & Major Incident Algorithms are embedded within the Trusts plans. All plans reviewed & training delivered in 2016 reflect the new national incident classifications.			

Core standard	Clarifying information	Evidence of assurance													Evidence of assurance	Self assessment RAG Red = Not compliant with core standard and not in the EPRR work plan within the next 12 months. Amber = Not compliant but evidence of progress and in the EPRR work plan for the next 12 months. Green = fully compliant with core standard.	Action to be taken	Lead	Timescale		
		Acute healthcare providers	Specialist providers	NHS Ambulance service providers	Patient Transport Providers	H11	Community services providers	Mental healthcare providers	NHS England Regional Teams	NHS England Central Team	CCGs	CSUs (business continuity only)	Primary care (GP, community pharmacy)	Other NHS funded organisations							
11	Arrangements include how to continue your organisation's prioritised activities (critical activities) in the event of an emergency or business continuity incident insofar as is practical.	Decide: - Which activities and functions are critical - What is an acceptable level of service in the event of different types of emergency for all your services - Identifying in your risk assessments in what way emergencies and business continuity incidents threaten the performance of your organisation's functions, especially critical activities	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	All covered by department Business Continuity Plans/Templates. Directorate risk registers are in place.				
12	Arrangements explain how VIP and/or high profile patients will be managed.	This refers to both clinical (including HAZMAT incidents) management and media / communications management of VIPs and / or high profile management	Y	Y	Y			Y	Y								Operation Consort plan for Protected Principle reviewed & ratified March 2016. VIP liaison action cards (part of MIP) for visiting VIP's. Reviewed & ratified March 2016 by the Emergency Planning Group				
13	Preparedness is undertaken with the full engagement and co-operation of interested parties and key stakeholders (internal and external) who have a role in the plan and securing agreement to its content		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Stakeholders and partner agencies are included in plan writing where appropriate. Prison Plan - HMP (YO) Swinfen Hall, Weather Plan - SMBC, Operation Consort - WMP, Fuel Plan - LRF. All plans are shared with appropriate Partner Agencies. i.e. MIP's shared with NHS England Sub Region. Two large scale multi agency table top exercise written & participated in by HEFT in April & June 2016.				
14	Arrangements include a debrief process so as to identify learning and inform future arrangements	Explain the de-briefing process (hot, local and multi-agency, cold) at the end of an incident.	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Included within the validation section of the Overview of Emergency Planning Arrangements document. All debrief reports go to the Emergency Planning Group. Latest include Ward 21 & ED flooding's at Haverlands Hospital.				
Command and Control (C2)																					
15	Arrangements demonstrate that there is a resilient single point of contact within the organisation, capable of receiving notification at all times of an emergency or business continuity incident, and with an ability to respond or escalate this notification to strategic and/or executive level, as necessary.	Organisation to have a 24/7 on call rota in place with access to strategic and/or executive level personnel	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	All automated cascades are linked to On-Call rotes, changes to details uploaded to exchange database nightly. Communications exercises are carried out 4 times a year. Last one undertaken 5th May 2016. Live activations of the cascade system on the 18th May & 14th June 2016 for an internal disaster at BHH.				
16	Those on-call must meet identified competencies and key knowledge and skills for staff.	NHS England published competencies are based upon National Occupation Standards .	Y	Y	Y		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Training is delivered at the level for which the individual is expected to operate (i.e. operational/ bronze, tactical/ silver and strategic/gold). For example strategic/gold level leadership is delivered via the 'Strategic Leadership in a Crisis' course and other similar courses.	There is a training programme in place for all those with key roles in an incident. Dates are sent out for staff to book on to. Changes to mandatory training within the Trust currently on going will enhance this further. Kellie Jervis is part of the National Occupational Standards working group and will incorporate the output from this group into the Trust programme.			
17	Documents identify where and how the emergency or business continuity incident will be managed from, i.e. the Incident Co-ordination Centre (ICC), how the ICC will operate (including information management) and the key roles required within it, including the role of the loggist .	This should be proportionate to the size and scope of the organisation.	Y	Y	Y		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Arrangements detail operating procedures to help manage the ICC (for example, set-up, contact lists etc.), contact details for all key stakeholders and flexible IT and staff arrangements so that they can operate more than one control/coordination centre and manage any events required.	Each Incident plan identifies where the control rooms and the Action Cards for of the key roles including a Decision Loggist. Each control has it own guide and equipment is checked monthly by the Emergency Planning Team			
18	Arrangements ensure that decisions are recorded and meetings are minuted during an emergency or business continuity incident.		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Action Cards for both Decision Loggists and General Loggists included in all plans				
19	Arrangements detail the process for completing, authorising and submitting situation reports (SITREPs) and/or commonly recognised information pictures (CRIP) / common operating picture (COP) during the emergency or business continuity incident response.		Y	Y	Y		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Included in the Strategic (Gold) Commanders Action Card. Copies of the NHS England National Sitrep are located in the control rooms and form part of the Incident Response & Personal Log Books.				
20	Arrangements to have access to 24-hour specialist adviser available for incidents involving firearms or chemical, biological, radiological, nuclear, explosive or hazardous materials, and support strategic/gold and tactical/silver command in managing these events.	Both acute and ambulance providers are expected to have in place arrangements for accessing specialist advice in the event of incidents chemical, biological, radiological, nuclear, explosive or hazardous materials	Y		Y												Detailed in Trust CBRN plan. Access to Public Health advice through the on call PHE pager and access to Polix & HART through Tactical Adviser at ECS when activated.				
21	Arrangements to have access to 24-hour radiation protection supervisor available in line with local and national mutual aid arrangements;	Both acute and ambulance providers are expected to have arrangements in place for accessing specialist advice in the event of a radiation incident	Y		Y												Detailed in Trust CBRN plan and involve Medical Physics Department at UHS				
Duty to communicate with the public																					
22	Arrangements demonstrate warning and informing processes for emergencies and business continuity incidents.	Arrangements include a process to inform and advise the public by providing relevant timely information about the nature of the unfolding event and about: - Any immediate actions to be taken by responders - Actions the public can take - How further information can be obtained - The end of an emergency and the return to normal arrangements Communications arrangements/protocols: - have regard to managing the media (including both on and off site implications) - include the process of communication with internal staff - consider what should be published on intranet/internet sites - have regard for the warning and informing arrangements of other Category 1 and 2 responders and other organisations.	Y	Y	Y			Y	Y	Y	Y	Y	Y	Y	Y	Y	<ul style="list-style-type: none"> Have emergency communications response arrangements in place Be able to demonstrate that you have considered which target audience you are aiming at or addressing in publishing materials (including staff, public and other agencies) Communicating with the public to encourage and empower the community to help themselves in an emergency in a way which compliments the response of responders Using lessons identified from previous information campaigns to inform the development of future campaigns Setting up protocols with the media for warning and informing Having an agreed media strategy which identifies and trains key staff in dealing with the media including nominating spokespeople and 'talking heads' Having a systematic process for tracking information flows and logging information requests and being able to deal with multiple requests for information as part of normal business processes. Being able to demonstrate that publication of plans and assessments is part of a joined-up communications strategy and part of your organisation's warning and informing work. 	Head of Communications is an initial responder at Strategic (Gold) level and each site has a designated communications officer to manage the media all of which have specific action cards. We also have a full time communications team which covers all HEFT sites. Form part of the emergency planning committee and who have now developed and ratified a media management plan. Social media is used daily by this team.			

Core standard	Clarifying information	Evidence of assurance	Self assessment RAG Red = Not compliant with core standard and not in the EPRR work plan within the next 12 months. Amber = Not compliant but evidence of progress and in the EPRR work plan for the next 12 months. Green = fully compliant with core standard.	Action to be taken	Lead	Timescale
		K Code healthcare providers Specialist providers NHS Ambulance service providers Patient Transport Providers T11 Community services providers Mental healthcare providers NHS England Regional Teams NHS England Central Team CDOs CBU (business continuity only) Primary care (primary care pharmacy) Other NHS funded organisations				

2015 Deep Dive	Clarifying information	Evidence of assurance	Self assessment RAG	Action to be taken	Lead	Timescale
DD1 Organisation has undertaken a Business Impact Assessment	<ul style="list-style-type: none"> The organisation has undertaken a risk based Business Impact Assessment of services it delivers, taking into account the resources required against staffing, premises, information and information systems, supplies and suppliers The organisation has identified interdependencies within its own services and with other NHS organisations and 3rd party providers Risks identified through the Business Impact Assessment are present on the organisations Corporate Risk Register 	<ul style="list-style-type: none"> updated Business Intract Assessment - corporate risk register 	Green			
DD2 Organisation has explicitly identified its Critical Functions and set Minimum Tolerable Periods of disruption for these	<ul style="list-style-type: none"> The organisation has identified their Critical Functions through the Business Impact Assessment Maximum Tolerable Periods of Disruption have been set for all organisational functions - including the Critical Functions 	<ul style="list-style-type: none"> Business Continuity plan explicitly details the Critical Functions Business Continuity plan explicitly outlines all organisational functions and the maximum tolerable period of disruption 	Green	These are documented within each individual plan		
DD3 There is a plan in place for the organisation to follow to maintain critical functions and restore other functions following a disruptive event.	<ul style="list-style-type: none"> The organisation has an up to date plan which has been approved by its Board/Governing Body that will support staff to maintain critical functions and restore lost functions The plan outlines roles and responsibilities for key staff and includes how a disruptive event will be communicated both internally and externally 	<ul style="list-style-type: none"> An organisation wide Business Continuity plan that has been updated in the last 12 months and agreed the Board/Governing Body 	Green	Over and above the individual department plans there is an overarching BCM Policy which was last ratified by the Emergency Planning Group in March 2016.		
DD4 Within the plan there are arrangements in place to manage a shortage of road fuel and heating fuel	<ul style="list-style-type: none"> The plan details arrangements in place to maintain critical functions during disruption to fuel. These arrangements include both road fuel and where applicable heating fuel. 	<ul style="list-style-type: none"> detail within the plan that explicitly makes reference to shortage of fuel and its impact of the business. 	Green	There is a separate Fuel Plan that covers road fuel during disruptions and identifies critical services. Estates have a power specific BCM which includes road/fuel		
DD5 The Accountable Emergency Officers have ensured that their organisation, any providers they commission and any sub-contractors have robust business continuity planning arrangements in place which are aligned to ISO 22301 or subsequent guidance which may supersede this	<p>OPRR Framework 2015 requirement, page 17</p>					
DD6 Review of Critical Services Fuel Requirement Data Collection Programme (F1-F18)	Please complete the data collection below - this data set does not count towards the RAG score for the organisations. Please provide any additional information in the "Other comments" free text box.	<ul style="list-style-type: none"> NHS Ambulance Trusts have already provided this information in a national collection in May 2016. 				

Fuel Demand Summary

When providing information on the fuel requirements for both business as usual and to operate a critical service please ensure the supply and demand balances whenever:

Fuel Daily fuel use (litre) + own bunkered fuel use (litre) + any 3rd party bunkered fuel use (litre) + any forecast fuel use (litre)

Section 1: Business as Usual Demand	Petrol	Diesel	Other (inc LPG, Kerosene)
71. How much fuel do you use daily when providing a business as usual service? (litres)	1,120	1,120	
Section 2: Bunkered Fuel	Petrol	Diesel	Other (inc LPG, Kerosene)
72. Do you hold bunkered fuel? Yes - see for backup on generators only, not road fuel. (litres per day)	Yes	Yes	
73. What is the total bunkered fuel capacity? (litres) Have provided as a Total return therefore totals cover all sites.	1,120	1,120	
74. On average, what volume of bunkered fuel do you hold? (litres)	1,120	1,120	
75. Do you use any bunkered fuel when providing a business as usual service? NO (litres per day)	0	0	
76. Do you receive a 3rd party or another service's bunkered fuel when providing a business as usual service? NO (litres per day)	0	0	
77. Have you entered into any formal bilateral supply agreements to operate a business as usual service, please provide a description of any agreements, amount of supply and companies / organisations involved.			

Section 3: Petrol Stations / Forecourts	Petrol	Diesel	Other (inc LPG, Kerosene)
78. Do you use forecourts to operate a business as usual service? (litres per day)	Yes	Yes	
79. What is the average daily forecast fuel use to operate a business as usual service? (litres)	1,120	1,120	

Critical Service Operation Only

Please refer to question 4 of the guidance notes for further information on how to identify the fuel requirements of a critical service. During an emergency it is expected that organisations will not be operating as normal and will only be delivering those essential services that are Critical. Low fuel consumption alternatives should also be explored as part of the Critical Service identification process. For example, if there is the possibility that a Critical Service activity can be carried out remotely, and therefore does not require the use of fuel, this should be removed from the supply requirements to deliver a Critical Service. The below section refers to the fuel requirements to deliver a Critical Service only.

Section 4: Critical Service Demand	Petrol	Diesel	Other (inc LPG, Kerosene, Gas Oil)
80. How much fuel would you use daily if you were providing a critical service? (litres)	500	500	
Section 5: Critical Service Bunkered Fuel	Petrol	Diesel	Other (inc LPG, Kerosene, Gas Oil)
81. Do you have access to either your own or 3rd party bunkered fuel if you were providing a critical service (either from general access or mutual supply agreements)? YES (for generator use only, not road fuel. If not go to F24)	Yes	Yes	
82. What volume of your own bunkered fuel would you use daily if you were providing a critical service? (litres) This is generator diesel only - not road fuel	1,120	1,120	
83. What volume of 3rd party or another service's bunkered fuel (either from general access or mutual supply agreements) would you use daily if you were providing a critical service? (litres)	0	0	
84. Have you entered into any formal bilateral supply agreements to operate a critical service, please provide a description of any agreements, amount of supply and companies / organisations involved. (litres per day)			
Section 6: Critical Service Petrol Stations / Forecourts	Petrol	Diesel	Other (inc LPG, Kerosene, Gas Oil)
85. Will you need access to Designated Filling Stations (DFS) if you were providing a critical service? (litres per day)	Yes	Yes	
86. What volume of fuel would you use daily from Designated Filling Stations (DFS) if you were providing a critical service? (litres)	500	500	

Critical Service Operation Only

187. To ensure that there are adequate Designated Filling Stations* (DFS) to meet the demands of all critical users*, please detail in the table below the number of vehicles required to operate a critical service. A Designated Filling Station (DFS) is a retail filling station with the purpose of only supplying road fuel for critical use only. The DFS list will be compiled to provide sites giving a good geographic coverage of the UK to meet the predicted regional demand for fuel for critical services.

Vehicles	Number of vehicles required to operate a critical service											
	Company	Other	Other (inc LPG)									
NHS Heli-Log	1	0										
Armed and Civilian	2	0										
Other vehicles - (specify type)	0	0										
Other	0	0										
188. If you have answered "Yes" to question 2 (Do you hold bunkered fuel?) please detail which company primarily supplies your bunkered fuel and where known which local or regional supply depot or terminal does the fuel get delivered from. Please select from drop down list provided or select "other" and please detail:	<table border="1"> <thead> <tr> <th>Primary supplier (please specify)</th> <th>Vehicle terminal or other supplier (please specify)</th> <th>Other please detail</th> <th>Average Number of Deliveries per Month</th> </tr> </thead> <tbody> <tr> <td>Crown Oil Ltd</td> <td></td> <td></td> <td>1</td> </tr> </tbody> </table>	Primary supplier (please specify)	Vehicle terminal or other supplier (please specify)	Other please detail	Average Number of Deliveries per Month	Crown Oil Ltd			1			
Primary supplier (please specify)	Vehicle terminal or other supplier (please specify)	Other please detail	Average Number of Deliveries per Month									
Crown Oil Ltd			1									

Hazardous materials (HAZMAT) and chemical, biological, radiological and nuclear (CBRN) response core standards (NB this is designed as a stand alone sheet)			Acute healthcare providers	Specialist providers	NHS Ambulance service providers	Community services providers	Mental Health care providers		Self assessment RAG Red = Not compliant with core standard and not in the EPRR work plan within the next 12 months. Amber = Not compliant but evidence of progress and in the EPRR work plan for the next 12 months. Green = fully compliant with core standard.	Action to be taken	Lead	Timescale
Q	Core standard	Clarifying information						Evidence of assurance				
Preparedness												
38	There is an organisation specific HAZMAT/ CBRN plan (or dedicated annex)	Arrangements include: • command and control interfaces • tried and tested process for activating the staff and equipment (inc. Step 1-2-3 Plus) • pre-determined decontamination locations and access to facilities • management and decontamination processes for contaminated patients and fatalities in line with the latest guidance • communications planning for public and other agencies • interoperability with other relevant agencies • access to national reserves / Pods • plan to maintain a cordon / access control • emergency / contingency arrangements for staff contamination • plans for the management of hazardous waste • stand-down procedures, including debriefing and the process of recovery and returning to (new) normal processes • contact details of key personnel and relevant partner agencies	Y	Y	Y	Y	Y	• Being able to provide documentary evidence of a regular process for monitoring, reviewing and updating and approving arrangements • Version control	The Trust has both a CBRN Plan and a CBRN Community Services Plan these have been reviewed & ratified at the March 2016 Emergency Planning Group.			
39	Staff are able to access the organisation HAZMAT/ CBRN management plans.	Decontamination trained staff can access the plan	Y	Y	Y	Y	Y	• Site inspection • IT system screen dump	Plans are available on the Intranet, all 3 sites ED's, Control Rooms and satellite sites			
40	HAZMAT/ CBRN decontamination risk assessments are in place which are appropriate to the organisation.	• Documented systems of work • List of required competencies • Impact assessment of CBRN decontamination on other key facilities • Arrangements for the management of hazardous waste	Y	Y	Y	Y	Y	• Appropriate HAZMAT/ CBRN risk assessments are incorporated into EPRR risk assessments (see core standards 5-7)	CBRN forms part of the risk register in the Overview of Emergency Arrangements and is linked to the CBRN, Major Incident & Internal Disaster Plans.			
41	Rotas are planned to ensure that there is adequate and appropriate decontamination capability available 24/7.		Y		Y			• Resource provision / % staff trained and available • Rota / rostering arrangements	This forms part of all ED nursing staff & Estates staff annual training programme.			
42	Staff on-duty know who to contact to obtain specialist advice in relation to a HAZMAT/ CBRN incident and this specialist advice is available 24/7.	• For example PHE, emergency services.	Y	Y	Y	Y	Y	• Provision documented in plan / procedures • Staff awareness	On declaration/activation of the CBRN plan, specialist advice is notified/contacted			
Decontamination Equipment												
43	There is an accurate inventory of equipment required for decontaminating patients in place and the organisation holds appropriate equipment to ensure safe decontamination of patients and protection of staff.	• Acute and Ambulance service providers - see Equipment checklist overleaf on separate tab • Community, Mental Health and Specialist service providers - see Response Box in 'Preparation for Incidents Involving Hazardous Materials - Guidance for Primary and Community Care Facilities' (NHS London, 2011) (found at: http://www.londonccn.nhs.uk/_store/documents/hazardous-material-incident-guidance-for-primary-and-community-care.pdf) • Initial Operating Response (IOR) DVD and other material: http://www.jesip.org.uk/what-will-jesip-do/training/	Y	Y	Y	Y	Y	• completed inventory list (see overleaf) or Response Box (see Preparation for Incidents Involving Hazardous Materials - Guidance for Primary and Community Care Facilities (NHS London, 2011))	Yes - reference CBRN Checklist. This also forms part of the monthly EPRR audit check sheets			
44	The organisation has the expected number of PRPS suits (sealed and in date) available for immediate deployment should they be required (NHS England published guidance (May 2014) or subsequent later guidance when applicable)	There is a plan and finance in place to revalidate (extend) or replace suits that are reaching the end of shelf life until full capability of the current model is reached in 2017	Y		Y				No, however, as per the capability expectations of WMAS we are able to mount a 4hour response to an incident with the number of suits we have. In addition to these we also have immediate suits which offer the same respiratory protection but are not waterproof and therefore can be used for triage but not for decontamination process.			
45	There are routine checks carried out on the decontamination equipment including: A) Suits B) Tents C) Pump D) RAM GENE (radiation monitor) E) Other decontamination equipment	There is a named role responsible for ensuring these checks take place	Y		Y				This is part of the monthly EPRR audit check sheets carried out by staff from the Emergency Planning Team.			
46	There is a preventative programme of maintenance (PPM) in place for the maintenance, repair, calibration and replacement of out of date Decontamination equipment for: A) Suits B) Tents C) Pump D) RAM GENE (radiation monitor) E) Other equipment		Y		Y				GRS carryout annual checks across all 3 sites and equipment is also checked during training. Also part of the monthly EPRR audit check sheets carried out by the Emergency Planning Team. Ram Genes calibrated Oct 2015.			
47	There are effective disposal arrangements in place for PPE no longer required.	(NHS England published guidance (May 2014) or subsequent later guidance when applicable)	Y		Y				PPE is disposed of through Trust Facilities Policy. If used and replacements are required, NHS England's CBRN flow chart is incorporated in the plan			
Training												
48	The current HAZMAT/ CBRN Decontamination training lead is appropriately trained to deliver HAZMAT/ CBRN training		Y		Y				Emergency Planning Team have been trained to deliver this training to the appropriate staffing groups			
49	Internal training is based upon current good practice and uses material that has been supplied as appropriate.	• Documented training programme • Primary Care HAZMAT/ CBRN guidance • Lead identified for training • Established system for refresher training so that staff that are HAZMAT/ CBRN decontamination trained receive refresher training within a reasonable time frame (annually). • A range of staff roles are trained in decontamination techniques • Include HAZMAT/ CBRN command and control training • Include ongoing fit testing programme in place for FFP3 masks to provide a 24/7 capacity and capability when caring for patients with a suspected or confirmed infectious respiratory virus • Including, where appropriate, Initial Operating Response (IOR) and other material: http://www.jesip.org.uk/what-will-jesip-do/training/	Y	Y	Y	Y	Y	• Show evidence that achievement records are kept of staff trained and refresher training attended • Incorporation of HAZMAT/ CBRN issues into exercising programme	Training is reviewed annual and amended to reflect changes in policy and procedures. IOR has been included in the training since 2015. The Emergency Planning Team have completed the HART PRPS train the trainer course (2015 & 2016).			
50	The organisation has sufficient number of trained decontamination trainers to fully support it's staff HAZMAT/ CBRN training programme.		Y		Y				A full list of trained staff is kept up to date by the Emergency Planning Team.			

Hazardous materials (HAZMAT) and chemical, biological, radiological and nuclear (CBRN) response core standards (NB this is designed as a stand alone sheet)			Acute healthcare providers	Specialist providers	NHS Ambulance service providers	Community services providers	Mental Health care providers	Evidence of assurance	Self assessment RAG Red = Not compliant with core standard and not in the EPRR work plan within the next 12 months. Amber = Not compliant but evidence of progress and in the EPRR work plan for the next 12 months. Green = fully compliant with core standard.	Action to be taken	Lead	Timescale
Q	Core standard	Clarifying information										
51	Staff that are most likely to come into first contact with a patient requiring decontamination understand the requirement to isolate the patient to stop the spread of the contaminant.	<ul style="list-style-type: none"> Including, where appropriate, Initial Operating Response (IOR) and other material: http://www.jesip.org.uk/what-will-jesip-do/training/ Community, Mental Health and Specialist service providers - see Response Box in 'Preparation for Incidents Involving Hazardous Materials - Guidance for Primary and Community Care Facilities' (NHS London, 2011) (found at: http://www.londonccn.nhs.uk/_store/documents/hazardous-material-incident-guidance-for-primary-and-community-care.pdf) 	Y	Y	Y	Y	Y		This is part of the Trusts CBRN & CBRN Community Service Plans and forms part of the annual training programme.			

HAZMAT CBRN equipment list - for use by Acute and Ambulance service providers in relation to Core Standard 43.

No	Equipment	Equipment model/ generation/ details etc.	Self assessment RAG Red = Not in place and not in the EPRR work plan to be in place within the next 12 months. Amber = Not in place and in the EPRR work plan to be in place within the next 12 months. Green = In place.
EITHER: Inflatable mobile structure			
E1	Inflatable frame	N/A	
E1.1	Liner	N/A	
E1.2	Air inflator pump	N/A	
E1.3	Repair kit	N/A	
E1.2	Tethering equipment	N/A	
OR: Rigid/ cantilever structure			
E2	Tent shell	3 - 1 per site	
OR: Built structure			
E3	Decontamination unit or room	N/A	
AND:			
E4	Lights (or way of illuminating decontamination area if dark)	tent area flood lit	
E5	Shower heads	2 - per Tent shell	
E6	Hose connectors and shower heads	2 - per Tent shell	
E7	Flooring appropriate to tent in use (with decontamination basin if needed)	Yes	
E8	Waste water pump and pipe	3 - 1 per tent	All pumps replaced across the 3 sites in 2015
E9	Waste water bladder	3 - 1 (1,000litre capacity) per site	
PPE for chemical, and biological incidents			
E10	The organisation (acute and ambulance providers only) has the expected number of PRPS suits (sealed and in date) available for immediate deployment should they be required. (NHS England published guidance (May 2014) or subsequent later guidance when applicable).	No, however, as per the capability expectations of WMAS we are able to mount a 4hour response to an incident with the number of suits we have. In addition to these we also have immediate suits which offer the same respiratory protection but are not waterproof and therefore can be used for triage but not for decontamination process.	
E11	Providers to ensure that they hold enough training suits in order to facilitate their local training programme	Yes (Decommissioned live PRPS as no training suits provided)	Awaiting official training suits from NHS England
Ancillary			
E12	A facility to provide privacy and dignity to patients	Yes	
E13	Buckets, sponges, cloths and blue roll	Yes	
E14	Decontamination liquid (COSHH compliant)	Yes	
E15	Entry control board (including clock)	Yes, but no clock. Nursing staff have fob watches	Looking to procure a clock per board
E16	A means to prevent contamination of the water supply	Yes, bladder if required. Agreement with Severn Trent not required as standard.	
E17	Poly boom (if required by local Fire and Rescue Service)	N/A	
E18	Minimum of 20 x Disrobe packs or suitable equivalent (combination of sizes)	Yes BHH - 13 adult, 5 juvenile, 2 baby	
		Yes GHH - 13 adult, 5 juvenile, 2 baby	
		Yes SOL - 2 boxes adult, 1 box juvenile, 1 baby	
E19	Minimum of 20 x re-robe packs or suitable alternative (combination of sizes - to match disrobe packs)	Yes BHH - 16 adult, 1 box juvenile, 2 baby	
		Yes GHH - 16 adult, 1 box juvenile, 1 baby	
		Yes SOL - 3 boxes adult, 1 box juvenile, 1 baby	
E20	Waste bins	Waste bin bags/bins to be taken out when required	
	Disposable gloves	Yes	
E21	Scissors - for removing patient clothes but of sufficient calibre to execute an emergency PRPS suit disrobe	Yes - part of dis-robe packs (fish knife) for patient cloths removal, Cold triage nurse scissors to be thrown into tent for emergency PRPS removal.	
E22	FFP3 masks	Powered filters in PRPS suits and FFP3 level filters in immediate suits	
E23	Cordon tape	Yes	
E24	Loud Hailer	Yes - per site	
E25	Signage	Yes	
E26	Tabbards identifying members of the decontamination team	No - PRPS/Immediate suits sufficient identification of staff	
E27	Chemical Exposure Assessment Kits (ChEAKs) (via PHE): should an acute service provider be required to support PHE in the collection of samples for assisting in the public health risk assessment and response phase of an incident, PHE will contact the acute service provider to agree appropriate arrangements. A Standard Operating Procedure will be issued at the time to explain what is expected from the acute service provider staff. Acute service providers need to be in a position to provide this support.	Instructions for obtaining kits from PHE within CBRN plan	See Joint Holding letter - NHS England Gateway ref 02719 and PHE Gateway ref 2014-595
Radiation			
E28	RAM GENE monitors (x 2 per Emergency Department and/or HART team)	x 2 - per site	
E29	Hooded paper suits	Immediate suits - located at each site	

E30	Goggles	Immediate suits - located at each site	
E31	FFP3 Masks - for HART personnel only	Immediate suits - located at each site	
E32	Overshoes & Gloves	Immediate suits - located at each site	

AUDIT COMMITTEE

**Minutes of a meeting of the Audit Committee
held in the Morris Room, Partnership Learning Centre. Good Hope Hospital
on 25 July 2016 at 9.30am**

PRESENT: Ms K Kneller (Chair)
Mr A Edwards
Dr M Kinski

IN ATTENDANCE: Mr J Brotherton (Director of Operations)
Mr D Burbidge (Interim Director of Corporate Affairs)
Mrs S Foster (Chief Nurse)
Ms H Gunter (Director of Workforce & OD)
Mr S Hay GGI
Mrs A Jones (Chief Financial Controller)
Mr J Miller (Interim Director of Finance)
Ms J Seymour (Deloitte)
Mr T Tandy (KPMG)
Ms S Jenkins (KPMG)

Mrs A Hudson (Minutes)

16.033 PRIVATE MEETING

Prior to the meeting Ms Kneller and Mr Edwards had held a private meeting with the Auditors from Deloitte and KPMG

16.034 WELCOME and APOLOGIES

The Chair welcomed everyone to the meeting and introduced Stephen Hay, Good Governance Institute who was observing the meeting.

Apologies had been received from Mrs Alexander, Prof Glasby, Mrs Hendley, Mr G Miah, Prof Sheppard and Mr Bostock, KPMG.

16.035 MINUTES OF LAST MEETING & MATTERS ARISING

16.035.1 Minutes – 6 May 2016

The minutes of the meeting held on 6 May 2016 were approved as a true record.

Minutes – 25 May 2016

The minutes of the meeting held on 25 May 2016 were approved as a true record.

Matters Arising

16.004.1 Mr Burbidge advised that the system for clearing IA recommendations had been

reviewed. Nine are outstanding recommendations remained and it was expected that all actions would be cleared by the next meeting. A document setting out the process for recommendation tracking had been drafted and circulated for comment - complete

16.012.1 Budgetary control – item on agenda – complete

16.012.2 Monitoring of consultant job plans – item on agenda – complete.

16.013 & 16.017. Comparative data had now been included in the Local Counter Fraud Specialist (LCFS) report.

16.020.1 Report on ICT to AC setting out all of the recommendations, key risks for both the clinical and data quality issues. The interim Director of ICT had recently drafted a new ICT Strategy document and access controls would be addressed as part of the strategy. A review of the outstanding actions had been undertaken and it was agreed that where actions were not relevant or achievable an update report would be required. Mr Burbridge to advise the interim Director of ICT. **(Action DB)**

16.020.3 CQC. An update was included at agenda item. 8. The action plan had been reviewed and further work was required; updates would be annexed to the Compliance and Assurance Report going forward - complete

16.020.5 Guardrail infusion pump training issues – Mr Burbridge and Mrs Foster had met – complete.

16.022 Review of integration risk scoring on the strategic risk register. Work was in process and a report would be presented to the next meeting. **(Action DB)**

16.023 Resource availability to PwC for Quality Report – complete.

16.030.4 Escalation to Board of Directors Quality Committee consideration of the differing opinions between management, Deloitte and PwC on the importance of unified definitions for performance indicators in relation to the Quality Account qualified limited assurance report. **(Action KK/DB)**

16.036 FINANCE REPORT

16.031.1 The committee received and considered the report presented by the Chief [Financial Controller on behalf of the interim Director of Finance](#). The year end 2015/16 activities as set out by the Monitor Annual Reporting Manual had been completed. PwC had signed the audit opinions on 2nd June, one week later than expected due to additional checks requested by PwC; the combined Annual Report and Accounts document was laid before Parliament on 12 July and loaded to Monitor on the same date, this was 2 days later than as set out by Monitor due to delays caused by the EU Referendum despite being sent to the DH on time. Consultation on 2016/17 reporting had not raised any major issues for the Trust. Internal Audit monthly reports had been sent to all executive leaders and action owners and work on implementing open actions continued to be on-going.

16.037 INTERNAL AUDIT**16.037.1 Progress report inc. recommendation tracker**

The committee considered the report presented by Ms Seymour. Two reports were presented for discussion: workforce planning and the updated management response to the asset management report. Fieldwork was on-going for the Cancer Waiting Times Audit and the report would be circulated by email. **(Action JS Deloitte)**

Terms of Reference had been agreed for the Cost Improvement Programme (CIP) and Medical Equipment Library audits.

The meeting discussed the timings around the Payroll audit and the sensitivities required around the upcoming transfer of the service to another supplier; it was agreed that a list of documents required for the audit would be collated and the Director of Workforce and Deloitte would meet outside of the meeting in order to get agreed assurance going forward for the audit work.

The outstanding recommendations highlighted to the Committee were focused on the ICT, Budgetary Control Deep Dive, Medical revalidation, Endoscopy single waived tenders review and Waiting List Initiatives (WLI).

Medical revalidation. Divisional structures were now in place with executive leads receiving monthly updates.

Budgetary Control Deep Dives. The Director of Operations gave an update on the action taken to reduce number of outstanding recommendations. The amount of work undertaken in the private sector had reduced dramatically with only 16 patients being treated in the private sector this year; any future work required agreement through the Chief Executive Group.

The interim Director of Corporate Affairs reported that a review of the endoscopy contract had taken place and he was of the opinion that there was a low risk of challenge that EU regulations had not been followed. Recommendations to procurement for future use of frameworks had been given.

WLI recommendations had been dealt with under the revised policy and process and subsequently agreed and signed off.

Consultant job plans – a new policy was in place with clinical directors and group managers responsible for job planning including.

16.037.2 2016/17 Audit Plan

The draft plan was considered. It was noted that it was risk based with the flexibility to shift resource proactively; it set out the programme of work for the coming year and reflected the reduced level of resource requested by management. It was felt that this should give the organisation time to implement recommendations rather than be subject to a continuous cycle of reviews. There would, however, be reviews of high risk areas. The plan set out the key areas for review, including core controls, national key indicators and ICT. Mortality rates would be addressed internally.

The committee agreed the plan.

16.037.3 Workforce Planning

J Seymour introduced the report which provided moderate assurance. There were 13 recommendations; 9 medium priority and 4 low priority, all of which were operational. Responsibility for workforce planning had reverted to the Board of Directors following the restructuring of committees. The new operational structure was now in place and the strategic workforce group would review workforce plans in the future. The committee discussed the report and recognised the potential impact Brexit may have on workforce planning although there had been no impact on recruitment seen to date. There had been an improvement in the turnover of staff over the last 12 months.

16.037.4 Management response to Asset Maintenance.

Mr Mike Taylor joined the meeting for this item and gave an update on the actions against the recommendations. The committee considered the report and challenged the status of audit actions closed by the trust and whether these had been agreed by Deloitte; clarity on the process to close actions was required.

The meeting discussed the loan process and requested clarity on the process; it then went on to discuss the safety risk for patients using old equipment and received reassurance that all equipment serviced by asset management was safe. The trust was prioritising equipment that needed to be replaced and all requests from wards and department had been reviewed. The Chief Nurse advised that the policy for the use of Guardrail standardised pumps had been revised and was assured of the processes in place around training.

Deloitte, in conjunction with Asset Management, would review the actions taken especially those where there was dispute on action taken and present a progress report to the next meeting. **(Action JS)**

16.038 LCFS ANNUAL PLAN

The committee considered the report presented by Ms Barry that identified proposals for detecting areas of fraud. Key elements of the plan would focus on continuing to raise staff awareness; add value through practical recommendations to strengthen controls in order to improve detection, prevention and deterrence of fraud. Other areas of work included single tender waiver and cybercrime workshops.

The draft annual plan was approved.

16.039 LCFS REPORT

The committee considered the report presented by Ms Barry. There had been 11 referrals year to date. In terms of monetary value for 2015/16, this equated to £420k for referrals undertaken. As the Trust implements stronger processes the number of referrals may rise.

The report was received.

16.040 COMPLIANCE AND ASSURANCE REPORT

The committee considered the report presented by the interim Director of Corporate Affairs. The report was the first the committee had received, and was on this occasion the same report that would be received by the Board of Director. Going forward, there would be some divergence but this remained a work in progress at the present time. The report set out the actions being taken on the internal and external assurance processes.

The action plan put in place following the CQC unannounced visit in November 2013 and December 2014 was being closed with outstanding actions issued to the appropriate division/corporate areas for local closure.

The Trust either met or was working towards meeting all NICE recommendations in 89% of cases with 1 under review.

There were currently 53 open National Confidential Enquiry into Patient Outcome and Death (NCEPOD) reviews and work had commenced to expedite closure of outdated recommendations. NCEPOD recommendations and other organisations who require monitoring.

Going forward the committee would receive quarterly reports.

16.041 SINGLE TENDER ACTION

The committee considered the report presented by the Director of Finance. There had been 14 single tender action approved in quarter 1 with a value of £1.7m excluding VAT. All had been approved in accordance with the trust scheme of delegation. The most notable waiver was for the extension to the Danwood managed print service contract which had been extended while a strategy was being developed with the ICT department.

The committee would receive quarterly reports going forward.

16.042 EXTERNAL AUDIT – UPDATE

The committee considered the report presented by Ms Jenkins setting out a summary of the work undertaken following KPMG's appointment at external auditors with effect from 1 April 2016. Introductory meetings had been held with the interim Director of Finance, interim Director of Corporate Affairs and Chair of the Audit Committee. The draft 2016/17 audit plan would be presented to the next meeting. **(Action AB/SJ)**

16.043 ANY OTHER BUSINESS

In response to a question from Dr Kinski it was confirmed that Sunlight delivered the laundry contract, following a successful tender bid. Ener-G Combined Power maintained the energy centres for Solihull and Heartland site, no one present was sure who maintained Good Hope but details would be circulated. **(Action AH)**

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Chair

DRAFT

**Minutes of a meeting of the Donated Funds Committee of
Heart of England NHS Foundation Trust
held in the Board Room, Devon House, Birmingham Heartlands Hospital
on 2 August 2016**

PRESENT: Mr P Hensel (Chair)
Mrs F Alexander (interim Director of Communications)
Mr D Burbridge (interim Director of Corporate Affairs)
Mr A Fletcher (Governor)
Mrs A Jones (Chief Financial Controller)

IN ATTENDANCE: Mrs A Hudson (Senior Executive Assistant) - Minute taker

16.028 APOLOGIES AND WELCOME

Apologies had been received from Mrs J Smith. Robert Yardley had left the Trust.

The chair formally welcomed David Burbridge and Fiona Alexander to the meeting.

16.029 MINUTES OF PREVIOUS MEETING

16.029.1 21 April 2016

The minutes of the meeting were considered and noted that there was a typographical error at 16.018 subject to correction the minutes were approved as a true record.

16.029.2 20 May 2016

The minutes of the meeting were approved as a true record.

16.030 MATTERS ARISING

15.003 Trust-wide communication exercise. Carried forward (**Action: FA**).

16.016 Chair to write to R Yardley and D Liberati to thank them for their work on the annual report and accounts – completed.

16.017 DFOC to consider guidance for use of charitable funds on staff matters and bring report back to DFC. The Chief Financial Controller advised that she was working with the Chief Nurse to find suitable criteria for spending. The Chair reported that he had provided the Chief financial controller with the with NHS Charities guidance on charitable funds spending criteria

16.018 Report back to DFC on meeting with Good Hope League of Friends regarding their intentions and agreed procedures for support. The Chief Financial Controller advised that process had now been agreed in line with Solihull League of Friends. Completed.

16.019 Liaise with M Turner of Investec to advise disinvestment requirements. Completed.

16.031 FUNDRAISING REPORT

The meeting considered the report presented by the interim Director of Communications that set out the progress following the QEHBC (Queen Elizabeth Hospital Birmingham Charity) review of the HEFT Charity and resulting recommendations. The meeting discussed the current staff arrangements that included the 3 month temporary resource supporting the fundraising team. Following discussion it was agreed to extend the contract for a further 3 months to enable work to continue to include an option appraisal on the strategic future of the charity. A waived tender application would be considered in order to set in a place a SLA subject to specification including cost and time. Due to the time-lapse between meetings details would be circulated to committee members for their comment and agreement. **(Action FA)**

There was a discussion around the Harlequin software and whether the trust had a signed contract, this would be investigated. **(Action FA)**

Baby TV was to be replaced; timescales for replacement were to be confirmed.

The meeting agreed in principle to utilise the vacant unit in the main entrance at Heartlands Hospital subject rental negotiations. **(Action FA)**.

Resolved: the report was received.

16.032 FINANCE REPORT

The meeting considered the paper presented by the Chief Financial Controller setting out the key financial information for the 3 months to 30 June 2016; total income received was £589k, £243k above plan mostly due to a £200k grant receipt; expenditure was £807k (£255k), the result before valuation of a (£218k) deficit was (£12k) adverse to plan. The value of investments had decreased in the year by (£346k) to £7,314k due to the requirements to sell investments to generate cash of £500k. This had been offset by a market gain of £164k in the three months to June. The revaluation reserve, which existed to protect fund holders from temporary decreases in the investment markets, was £798k at 30 June 2016.

The cash balance at the 30 June was £509k which included £500k of cash transfers from Investec in May 2016. Payments of £409k were due to be made to reimburse the trust for payments made on its behalf resulting in a sensitive cash balance for the charity due to high expenditure and no sustained future income to support the level of expenditure. The committee approved the remaining £0.5m of the previously authorised £1m investment to be drawn down earlier than the anticipated September timescale. A proposal for the next tranche of draw down would be presented to the next meeting. **(Action AJ)**

It was agreed to split out the running costs for the charity on the income and expenditure table. **(Action AJ)**.

Resolved: the report was received.

16.033 OPERATIONS COMMITTEE

It was reported that the interim Director of Communications and Chief Financial Controller had met with the Company Secretary prior to him leaving. Following a discussion on the membership, it was agreed that the interim Director of Communications would join the operations committee. A progress report would be presented to the next meeting. **(Action FA/AJ)**

16.034 ANY OTHER BUSINESS

There was a discussion held on the role of the DFC and it was agreed that divisional clinical involvement would be beneficial and that volunteers would be sought. The chair referred to the Board decision made in 2015 for the charity to work towards independence. As per the discussion at 16.031 an options paper setting out the strategic options for the charity would be presented to a subsequent meeting for discussion. **(Action FA/AJ)**

16.035 DATE OF NEXT MEETING

28 October 2016 in the Board Room, Devon House, Birmingham Heartlands Hospital.

.....
Chairman

HEART OF ENGLAND NHS FOUNDATION TRUST

BOARD OF DIRECTORS

MONDAY 24 OCTOBER 1016

Title: Closure of Investment Bank Accounts and Bank Mandate Updates							
From: Interim Director of Finance				To: Board of Directors (24 October 2016)			
The Report is being provided for:							
Decision	Y	Discussion	N	Assurance	Y	Endorsement	Y
Purpose: To make changes to a number of the Trust's bank accounts which are no longer needed and update signatories on the bank accounts retained.							
Key points/Summary:							
<ul style="list-style-type: none"> • The opening and closure of bank accounts is a reserved power of the Board of Directors as set out in the Trust's Standing Financial Instructions. • The Trust has accounts with six banks that were previously used for investing surplus cash. • Due to the depleted cash balance of the Trust and changes to the calculation basis for Public Dividend Capital (PDC) dividends, these accounts are no longer required. • Due to changes at a senior level across the Finance directorate it is necessary to update the signatories on the bank accounts that the Trust retains. 							
Recommendation(s):							
The Board of Directors is requested to:							
<ul style="list-style-type: none"> • Approve the closure of the investment accounts no longer required • Approve the closure of the Citibank current account • Approve the proposed changes to the bank mandate signatories for the RBS and GBS Natwest current accounts 							
Assurance Implications:							
Board Assurance Framework		N	BAF Risk Reference No.				
Performance KPIs year to date		N	Resource/Assurance Implications (e.g. Financial/HR)		Y		
Information Exempt from Disclosure		N	If yes, reason why.				
Identify any Equality & Diversity issues			None				
Which Committees has this paper been to? None							

HEART OF ENGLAND NHS FOUNDATION TRUST

BOARD OF DIRECTORS

MONDAY 24 OCTOBER 1016

CLOSURE OF INVESTMENT BANK ACCOUNTS AND BANK MANDATE UPDATES

PRESENTED BY THE INTERIM DIRECTOR OF FINANCE

1 Summary

Under the Trust's Standing Financial Instructions, the opening and closing of bank accounts, is a reserved power for the Board of Directors.

In the past the Trust used a number of investment bank accounts to invest surplus cash in order to maximise interest receivable. This practice ceased around three years ago as a result of changes to the rules governing the calculation of Public Dividend Capital (PDC) dividend payments and more recently the depleting cash balance has meant that there is no surplus cash to invest. Therefore these accounts are no longer required and the finance department is requesting the authorisation to close them.

For the bank accounts that will be retained by the Trust it is proposed that the approved signatories are changed to reduce the number of signatories and to update them to reflect the current staff in post.

2 Background to Changes

2.1 Bank Accounts to Close

The Trust has a number of bank accounts that were opened in the past to use for short and medium term deposits to generate interest receivable to support the Trust's financial position.

Trusts pay PDC dividends (cost of capital) at 3.5% of their average net assets less cash held with the Government Banking Services (GBS). Historically the GBS figure was based on the closing balance for the financial year but in 2013/14 the rules were changed to offset the average daily balance instead. This incentivised Trusts to hold all of their cash in their GBS accounts as a commercial account would have to pay a return of more than 3.5% above GBS rates to be economic. The use of these accounts ceased from this point.

Holding these accounts dormant creates additional work at year end when audit evidence of nil balances is required which has proved time consuming to obtain.

It is not expected that these accounts will be required again in future given the current rules and the depleted cash position of the Trust, therefore it is proposed that they are closed.

2.2 Closure of Citi Account

Formerly, the Trust used two banks to provide current account facilities under the Government Banking Services (GBS) arrangements – Citibank and NatWest.

In 2015/16 the Department of Health ran a tendering process and now the entire current account facility is provided by NatWest. All business has transferred from the Citi bank account into the GBS NatWest account.

The Citibank account now lies dormant and it is proposed that this account is also closed.

2.3 Bank Mandates to Update

The bank mandate list for the two remaining current accounts that the Trust holds is out of date.

The GBS NatWest Account is used for the vast majority of the cash transactions that the Trust performs. The RBS account is used for the more commercial transactions that the GBS NatWest account is not able to do such as receiving payments from credit cards.

It is proposed that the list of approved signatories is reduced in order to maintain an appropriate level of financial control. In addition, that the signatories are adjusted to reflect the members of staff currently in post.

3 Proposed Actions

3.1 Investment Bank Accounts to Close

It is proposed that the following bank accounts will be closed;

- Santander
 - Santander Current a/c
 - Santander Fixed Deposit a/c
- Bank of Scotland
 - Bank of Scotland Corporate Deposit a/c
 - Bank of Scotland Fixed Deposit a/c
- Barclays
 - Barclays Current a/c
 - Barclays Treasury Deposit a/c
- Yorkshire
 - Yorkshire Bank Deposit a/c (30 day notice)
 - Yorkshire Bank Current a/c
- Co-Operative
 - Co Op Current a/c
 - Co Op Fixed Deposit a/c

- Royal London Cash Management
 - Investment account

3.2 Closure of Citibank Account

It is proposed that the Citibank current account is closed.

3.3 Bank Mandates to Update

Over the last twelve months, there have been a number of changes within the finance team which has resulted in the bank mandate signatories being out of date. It is proposed that the approved signatories for the GBS NatWest and RBS current accounts are changed to be;

Post	Current Post Holder
Interim Director of Finance	Julian Miller
Deputy Director of Finance	Jonathan Gould
Interim Associate Director of Finance	Sarah Thomas
Chief Financial Controller	Angeline Jones
Financial Controller	Stephen Lewis

4 Recommendation

The Board of Directors is requested to:

- Approve the closure of the investment accounts no longer required
- Approve the closure of the Citibank current account
- Approve the proposed changes to the bank mandate signatories for the RBS and GBS Natwest current accounts

Julian Miller
Interim Director of Finance
14 October 2016

HEART OF ENGLAND NHS FOUNDATION TRUST

BOARD OF DIRECTORS

MONDAY 24 OCTOBER 2016

Title: Initial Loan Agreement for Ambulatory Care and Diagnostic Centre (ACAD)							
From: Interim Director of Finance				To: Board of Directors (24 October 2016)			
The Report is being provided for:							
Decision	Y	Discussion	Y	Assurance	Y	Endorsement	N
Purpose: To set out the terms and conditions which the Board of Directors must agree to in order to access the capital loan funding associated with developing the Full Business Case (FBC) for Ambulatory Care and Diagnostic Centre (ACAD).							
Key points/Summary:							
<ul style="list-style-type: none"> • The initial ACAD development on the Heartlands site is anticipated to cost in the region of £70.5m. A commitment to fund the overall development has been received from Department of Health (DH) but is contingent on approval of a Full Business Case (FBC) by the Trust's Board of Directors and the DH. • The loan described in this paper is to fund the development of the FBC together with the enabling works required for the development. • Should the overall development not get approved following the FBC submission, the Trust will still be liable to the repayments associated with this loan for the next 25 years. 							
Recommendation(s):							
The Board of Directors is requested to:							
<ul style="list-style-type: none"> • Approve the terms, and transactions contemplated, associated with the loan agreement • Approve the delegation of the authority to execute the loan agreement to the Interim Director of Finance • Approve the delegation of the authority to sign and/or despatch all documents and notices (including Utilisation Request) in connection with the loan agreement to the Interim Director of Finance • Confirm the Trusts undertaking to comply with the Additional Terms and Conditions as set out in Schedule 8 of the agreement 							
Assurance Implications:							
Board Assurance Framework	Y	BAF Risk Reference No.					
Performance KPIs year to date	Y	Resource/Assurance Implications (e.g. Financial/HR)				Y	
Information Exempt from Disclosure	N	If yes, reason why. Financial					
Identify any Equality & Diversity issues	N/A						
Which Committees has this paper been to? (e.g. AC, QC, etc.)							
None							

HEART OF ENGLAND NHS FOUNDATION TRUST

BOARD OF DIRECTORS

MONDAY 24 OCTOBER 2016

INITIAL LOAN AGREEMENT FOR AMBULATORY CARE AND DIAGNOSTIC CENTRE (ACAD)

PRESENTED BY THE INTERIM DIRECTOR OF FINANCE

1 Background

The Trust has been in discussion with the Department of Health and the Secretary of State over a number of months about the unsatisfactory nature of the estate on the Heartlands Hospital site. An extended estates capital programme over a period of 13 years has been developed, the first step of which is progressing the Ambulatory Care and Diagnostics centre (ACAD).

The Department of Health and Treasury have indicated their support for the overall ACAD project of circa £70.5m but the funding of the project remains contingent on development and approval of a Full Business Case (FBC). The case would need to be approved by the Board of Directors, the Department of Health and the Treasury.

The Department of Health have agreed to provide an initial loan of £3.1m, via a Single Currency Interim Capital Support Facility, to fund the enabling works associated with the overall project together with the development of the FBC.

The loan will be over a period of 25 years, at an interest rate to be agreed on the date that the representative for the Secretary of State for Health signs the agreement. On completion of the FBC, should the overall development not be approved, the Trust will still be liable to pay interest and make capital repayments on the loan.

2 Loan Agreement

The loan will be provided through an agreement with the Secretary of State for a Single Currency Interim Capital Support Facility Agreement.

This is a standard agreement (attached as appendix 3) with the following main terms:

- The total amount to be borrowed is £3.1m (to cover activities detailed in appendix 1), the phasing of which is embedded as schedule 4 of the agreement as follows:

£000's	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
2016/17	0	0	0	965	965
2017/18	1,615	382	138	0	2,135
Total					3,100

- The interest rate is agreed on the date at which the lender (Secretary of State's representative) signs the agreement.

- Interest is calculated for an interest period of 6 months, and is payable in arrears.
- The first interest payment will be due 6 months from the date of the first anticipated cash drawn i.e. August 2017 and will then be due every six months becoming the Interest Payment Dates. For subsequent draws of cash, the first interest payment will be made on the next available interest payment date.
- The interest payments will continue as anticipated from the above profile but the interest is only calculated on the amount of cash actually drawn. Hence the Trust will start making interest payments in August 2017 irrespective as to whether there has been any slippage in the programme.
- The term of the loan is 25 years (versus the 5 years of the Distressed Finance Facility).
- The first repayment will be due a minimum of 6 months after the final draw, on the next available Interest Payment Date (expected to be August 2018) and will be due every six months as detailed in schedule 6: repayment schedule of the loan agreement.
- The capital repayments will be 47 payments of £64,480 (an annual cost of circa £129k), with a final repayment of £69,440 due in February 2042.
- These repayments will be due irrespective as to whether the FBC for overall ACAD development is approved and funded or not.
- The Trust needs to submit all of the required documents before any funds can be accessed and is required to complete a standard form (the Utilisation Request - schedule 2 of the loan agreement) to access funds.
- Each time the Trust draws down cash it is required to provide a cashflow forecast covering the period for which the payment is made.
- Utilisation Request forms (schedule 2 of agreement) must be submitted five working days prior to the date the cash is required. Payments are made directly into the Trust's bank account.
- Each month a set of financial statements must be submitted that are prepared in accordance with NHSI standards and guidance and are signed by a member of the Board as representative of the financial position of the Trust at that date.
- The Trust must send information to the Secretary of State when there are any changes to the licence conditions, any breaches of the Compliance Framework or other significant changes to the Trust.
- The Trust must comply with the other conditions set out in schedule 8 of the loan agreement which support a number of centrally driven initiatives to drive cost reduction, efficiency and income maximisation. These are summarised in appendix 2.

3 Recommendations

The Board of Directors is requested to:

- Approve the terms, and transactions contemplated, associated with the loan agreement
- Agree to delegate the authority to execute the loan agreement to the Interim Director of Finance

- Agree to delegate the authority to sign and/or despatch all documents and notices (including Utilisation Request) in connection with the loan agreement to the Interim Director of Finance
- Confirm the Trusts undertaking to comply with the Additional Terms and Conditions as set out in Schedule 8 of the agreement

Julian Miller
Interim Director of Finance
18 October 2016

Appendix 2: Schedule 8 Requirements – Additional Terms and Conditions

There are a number of requirements in schedule 8 of the loan agreement that in signing the loan agreement the Trust is agreeing to take part in. These are centrally driven programmes and the Trust will be required to provide evidence within 6 months of the signing of the agreement that it has taken part in these initiatives.

These include that the Trust:

- Will stay within the capital and revenue limits agreed with NHSI.
- Will comply with nursing agency spending rules established by Department of Health.
- Will not procure consultancy services in excess of £50k without the prior approval of NHSI.
- Will comply with NHSI and Department of Health issued guidance relating to very senior manager pay, including the off payroll arrangements review, consultation on directors paid in excess of £142k and redundancy payments.
- Will review estates costs and surplus land to minimise costs and maximise cash revenue respectively.
- Will use Procure 21+ for new capital cases.
- Will review whether cost reductions can be delivered by using the Shared Business Services model.
- Will review the potential use of an outsourced bank staff provider.
- Will send procurement information to the lender for comparison annually and take action on potential savings areas and review centrally driven procurement contracts for savings opportunities.
- Will provide information on its chargeable and EAA patients and help improve the reporting process.

DATED

2016

**HEART OF ENGLAND NHS FOUNDATION TRUST
(as Borrower)**

and

**THE SECRETARY OF STATE FOR HEALTH
(as Lender)**

£3,100,000

SINGLE CURRENCY INTERIM CAPITAL SUPPORT

FACILITY AGREEMENT

REF NO: DHPF/ISCIL/RR1/2016-08-25/A

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THIS AGREEMENT is dated 2016 and made between:

- (1) **HEART OF ENGLAND NHS FOUNDATION TRUST** of, **Birmingham Heartlands Hospital, Bordesley Green East, Birmingham, West Midlands, B9 5ST** (the "**Borrower**" which expression shall include any successors in title or permitted transferees or assignees); and
- (2) **THE SECRETARY OF STATE FOR HEALTH** as lender (the "**Lender**" which expression shall include any successors in title or permitted transferees or assignees).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"**Account**" means the Borrower's account held with the Government Banking Service.

"**Act**" means the National Health Service Act 2006 as amended from time to time.

"**Additional Terms and Conditions**" means the terms and conditions set out in Schedule 8.

"**Agreed Purpose**" means capital expenditure in respect of the Property as set out in Schedule 3.

"**Anticipated Drawdown Schedule**" means the anticipated drawdown schedule set out in Schedule 4.

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Available Facility**" means the Facility Amount less:

(A) all outstanding Loans; and

(B) in relation to any proposed Utilisation, the amount of any Loan that is due to be made on or before the proposed Utilisation Date.

"**Availability Period**" means the period from and including the date of this Agreement to and including 31/12/2017 or such later date as the Parties may agree.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general banking business in London.

"**Capital Limit**" means the overall maximum net inflow/outflow from investing activities incurred by the Borrower as set by the Lender for any relevant financial year

"**Cashflow Forecast**" means the Borrower's current rolling 13 week cashflow forecast in a form to be agreed with the Lender from time to time (and as prepared on behalf of the Borrower's Board). The forecast must include all utilisations and proposed utilisations under any agreement with the Lender for the relevant period.

"**Compliance Framework**" means the relevant Supervisory Body's frameworks and/or any replacement to such frameworks for monitoring and assessing NHS Bodies and their compliance with any consents, permissions and approvals.

"**Dangerous Substance**" means any natural or artificial substance (whether in a solid or liquid form or in the form of a gas or vapour and whether alone or in combination with any such other substance) capable of causing harm to the Environment or damaging the

Environment or public health or welfare including any noxious, hazardous, toxic, dangerous, special or controlled waste or other polluting substance or matter.

"Default" means an Event of Default or any event or circumstance specified in Clause 18 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

"Default Rate" means the official bank rate (also called the Bank of England base rate or BOEBR) plus 300 basis points per annum.

"Deficit Limit" means the Surplus/Deficit outturn for the Borrower set by the Lender for any relevant financial year before impairments and transfers.

"Environment" means the natural and man-made environment and all or any of the following media namely air (including air within buildings and air within other natural or man-made structures above or below ground), water (including water under or within land or in drains or sewers and inland waters), land and any living organisms (including humans) or systems supported by those media.

"Environmental Claim" means any claim alleging liability whether civil or criminal and whether actual or potential arising out of or resulting from the presence at on or under property owned or occupied by the Borrower or presence in or escape or release into the environment of any Dangerous Substance from any such property or in circumstances attributable to the operation of the Borrower's activities or any breach of any applicable Environmental Law or any applicable Environmental Licence.

"Environmental Law" means all statutes, instruments, regulations, orders and ordinances (including European Union legislation, regulations, directives, decisions and judgements applicable to the United Kingdom) being in force from time to time and directly enforceable in the United Kingdom relating to pollution, prevention thereof or protection of human health or the conditions of the Environment or the use, disposal, generation, storage, transportation, treatment, dumping, release, deposit, burial, emission or disposal of any Dangerous Substance.

"Environmental Licence" shall mean any permit, licence, authorisation, consent or other approval required by any Environmental Law or the Planning (Hazardous Substances) Act 1990.

"Event of Default" means any event or circumstance specified as such in Clause 18 (*Events of Default*).

"Facility" means the term loan facility made available under this Agreement as described in Clause 2 (*The Facility*).

"Facility Amount" means £3,100,000 at the date of this Agreement and thereafter that amount to the extent not cancelled, reduced or transferred by the Lender or the Borrower (as the case may be) under this Agreement.

"Finance Documents" means:

- (A) this Agreement; and
- (B) any other document designated as such by the Lender and the Borrower.

"Financial Indebtedness" means any indebtedness for or in respect of:

- (A) moneys borrowed;

- (B) any amount raised by acceptance under any acceptance credit facility;
- (C) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (D) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with any applicable Audit Code for NHS Bodies, any applicable Manual for Accounts for NHS Bodies and Annual Report Guidance for NHS Bodies, be treated as a finance or capital lease;
- (E) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (F) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (G) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (H) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (I) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (A) to (H) above.

“Government Banking Service” means the body established in April 2008 being the banking shared service provider to government and the wider public sector incorporating the Office of HM Paymaster General (OPG).

"Interest Payment Date" means the last day of an Interest Period.

"Interest Period" means, in relation to a Loan, the period determined in accordance with Clause 9 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with Clause 8.3 (*Default interest*).

"Interest Rate" means the National Loan Fund EIP rate prevailing on the date of this Agreement for the term of the Facility. The term being the period between the date of this Agreement and the Final Repayment Date inclusive. For the avoidance of doubt the rate is percent per annum.

“Limits” means the Deficit Limit and/or the Capital Limit where set out in the Finance Document

“Licence” means the licence issued by Monitor to any person who provides a health care service for the purposes of the NHS.

"Loan" means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan.

"Material Adverse Effect" means a material adverse effect on:

- (A) the business or financial condition of the Borrower;
- (B) the ability of the Borrower to perform any of its material obligations under any Finance Document;
- (C) the validity or enforceability of any Finance Document; or

(D) any right or remedy of the Lender in respect of a Finance Document.

“Monitor” means the sector regulator for health care services in England or any successor body to that organisation

"Month" means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

- (A) (subject to paragraph (C) below) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;
- (B) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and
- (C) if a period begins on the last Business Day of a calendar month, that period shall end on the last Business Day in the calendar month in which that period is to end,

provided that the above rules will only apply to the last Month of any period.

“National Loans Fund” means the government's main borrowing account set up under the National Loans Act 1968.

“NHS Body” means either an NHS Trust or an NHS Foundation Trust, or any successor body to that organisation.

“NHS Improvement” means the body incorporating the roles of Monitor and the NHS Trust Development Authority and acting as the health sector regulator providing healthcare transformation, regulatory and patient safety expertise.

“NHS Trust Development Authority” means the body responsible for monitoring the performance of NHS Trusts and providing assurance of clinical quality, governance and risk in NHS Trusts, or any successor body to that organisation;

"Original Financial Statements" means a certified copy of the audited financial statements of the Borrower for the financial year ended 31/03/2016.

"Participating Member State" means any member state of the European Communities that adopts or has adopted the euro as its lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union.

"Party" means a party to this Agreement.

"Permitted Security" means:

- (A) normal title retention arrangements arising in favour of suppliers of goods acquired by the Borrower in the ordinary course of its business or arising under conditional sale or hiring agreements in respect of goods acquired by the Borrower in the ordinary course of its business;
- (B) liens arising by way of operation of law in the ordinary course of business so long as the amounts in respect of which such liens arise are not overdue for payment;
- (C) any existing Security listed in Schedule 7;
- (D) any Security created or outstanding with the prior written consent of the Lender; and
- (E) any other Security securing in aggregate not more than £150,000 at any time.

"Prepayment Amount" means the amount in respect of all or any part of the Loan which is prepaid which represents the Present Value of the relevant Repayment Instalment and interest that would have been paid if the Repayment Schedule had been complied with. For this purpose "Present Value" is calculated by discounting the future payments at a rate of discount equal to the rate of interest applicable to new loans from the National Loans Fund of a similar type to the Loan and with a life equal to the remaining term of the Loan (or part thereof) being prepaid, prevailing on the Business Day on which the Lender receives notice of the prepayment.

"Property" means any building or facility needed to deliver the Agreed Purpose.

"Relevant Consents" means any authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration of whatsoever nature necessary or appropriate to be obtained for the purpose of entering into and performing the Borrower's obligations under the Finance Documents.

"Relevant Percentage" means in respect of each Repayment Date, the percentage figure set opposite such Repayment Date in the Repayment Schedule.

"Relevant Quarter Period" means the quarter period in which a Utilisation is contemplated in accordance with the Anticipated Drawdown Schedule or as may otherwise be agreed by the Parties in writing from time to time.

"Repayment Dates" means the repayment dates set out in Schedule 6 (Repayment Schedule).

"Repayment Instalment" means each instalment for the repayment of the Loan referred to in Clause 6.2.

"Repayment Schedule" means the repayment schedule set out in Schedule 6 (*Repayment Schedule*).

"Repeating Representations" means each of the representations set out in Clause 14 (*Representations*) other than those under Clauses 14.9, 14.10, 14.12.2 and 14.16.2.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Supervisory Body" means either the NHS Trust Development Authority and/or Monitor.

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"Tax Deduction" means a deduction or withholding for or on account of Tax from a payment under a Finance Document.

"Test Date" means the Utilisation Date and each Interest Payment Date.

"Unpaid Sum" means any sum due and payable but unpaid by the Borrower under the Finance Documents.

"Utilisation" means a utilisation of the Facility.

"Utilisation Date" means the date of a Utilisation, being the date on which a drawing is to be made under the Facility.

"Utilisation Request" means a notice substantially in the form set out in Schedule 2 (*Utilisation Request*).

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and other tax of a similar nature, whether imposed in the UK or elsewhere.

1.2 Construction

1.2.1 Unless a contrary indication appears, any reference in any Finance Document to:

- (A) the **"Lender"**, the **"Borrower"** the **"Supervisory Body"** or any **"Party"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- (B) **"assets"** includes present and future properties, revenues and rights of every description;
- (C) a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended or novated;
- (D) **"indebtedness"** shall be construed so as to include any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (E) a **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- (F) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (G) **"repay"** (or any derivative form thereof) shall, subject to any contrary indication, be construed to include **"prepay"** (or, as the case may be, the corresponding derivative form thereof);
- (H) a provision of law is a reference to that provision as amended or re-enacted;
- (I) a time of day is a reference to London time; and
- (J) the word **"including"** is without limitation.

1.2.2 Section, Clause and Schedule headings are for ease of reference only.

1.2.3 Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.

1.2.4 A Default (other than an Event of Default) is **"continuing"** if it has not been remedied or waived and an Event of Default is **"continuing"** if it has not been waived or remedied to the satisfaction of the Lender.

1.3 Third party rights

1.3.1 Except as provided in a Finance Document, the terms of a Finance Document may be enforced only by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

1.3.2 Notwithstanding any provision of any Finance Document, the Parties to a Finance Document do not require the consent of any third party to rescind or vary any Finance Document at any time.

2. THE FACILITY

- 2.1 Subject to the terms of this Agreement, the Lender makes available to the Borrower a sterling term loan facility in an aggregate amount equal to the Facility Amount.
- 2.2 The Facility shall be utilised by the Borrower for the purposes of and/or in connection with its functions as an NHS Body.

3. PURPOSE

3.1 Purpose

The Borrower shall apply all Loans towards financing or refinancing the Agreed Purpose and any applicable non-recoverable VAT in respect thereof.

3.2 Pending application

Without prejudice to Clause 3.1 (*Purpose*), pending application of the proceeds of any Loan towards financing or refinancing the Agreed Purpose, the Borrower must deposit such proceeds in the Account.

3.3 Monitoring

The Lender is not bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4. CONDITIONS OF UTILISATION

4.1 Initial conditions precedent

The Borrower may not deliver the first Utilisation Request unless the Lender has received all of the documents and other evidence listed in Schedule 1 (*Conditions precedent*) in form and substance satisfactory to the Lender or to the extent it has not received the same, it has waived receipt of the same. The Lender shall notify the Borrower promptly upon being so satisfied.

4.2 Further conditions precedent

The Lender will only be obliged to comply with a Utilisation Request if on the date of the Utilisation Request and on the proposed Utilisation Date:

- 4.2.1 No Event of Default might reasonably be expected to result from the making of an Utilisation other than those of which the Lender and Borrower are aware; and
- 4.2.2 the Repeating Representations to be made by the Borrower with reference to the facts and circumstances then subsisting are true in all material respects; and,
- 4.2.3 the Borrower has provided to the Lender its most recent 13 week cash flow forecast, together with any other information that may from time to time be required.

5. UTILISATION

5.1 Utilisation

5.1.1 Subject to the terms of this Agreement, the Borrower may utilise the Facility in the amounts agreed and during the Relevant Quarter Periods agreed by the Parties in writing from time to time. On the date of this Agreement, the Parties anticipate Utilisations being made on the dates and in the amounts set out in the Anticipated Drawdown Schedule.

5.2 Delivery of a Utilisation Request

The Borrower may utilise the Facility by delivery to the Lender of a duly completed Utilisation Request not later than 11.00 a.m. five Business Days before the proposed Utilisation Date unless otherwise agreed.

5.2.1 The Borrower may only issue one Utilisation Request per Month unless otherwise agreed.

5.3 Completion of a Utilisation Request

The Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:

- (A) the proposed Utilisation Date is a Business Day within the Availability Period; and
- (B) the currency and amount of the Utilisation comply with Clause 5.4 (*Currency and amount*).
- (C) an appropriate Cashflow Forecast is received covering the period for which the Payment is being made

5.4 Currency and amount

5.4.1 The currency specified in the Utilisation Request must be sterling.

5.4.2 The amount of each proposed Utilisation must be an amount which is not more than the planned expenditure to support achievement of the agreed purpose as demonstrated by the Cashflow Forecast.

5.4.3 The amount of each proposed Loan must be an amount which is not more than the Available Facility and which is a minimum of £150,000 or, if less, the Available Facility.

5.5 Payment to the Account

The Lender shall pay each Loan:

5.5.1 by way of credit to the Account and so that, unless and until the Lender shall notify the Borrower to the contrary, the Lender hereby consents to the withdrawal by the Borrower from the Account of any amount equal to the relevant Loan provided that any sums so withdrawn are applied by the Borrower for the purposes for which the relevant Loan was made;

5.5.2 if the Lender so agrees or requires, on behalf of the Borrower directly to the person to whom the relevant payment is due as specified in the relevant Utilisation Request; or

5.5.3 in such other manner as shall be agreed between the Lender and the Borrower.

6. PAYMENTS AND REPAYMENT

6.1 Payments

6.1.1 The Borrower shall make all payments payable under the Finance Documents without any Tax Deductions, unless a Tax Deduction is required by law.

6.1.2 The Borrower shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Lender accordingly.

- 6.1.3 If a Tax Deduction is required by law to be made by the Borrower, the amount of the payment due from the Borrower shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.
- 6.1.4 If the Borrower is required to make a Tax Deduction, the Borrower shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.
- 6.1.5 Within thirty days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Borrower shall deliver to the Lender evidence reasonably satisfactory to the Lender that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

6.2 **Repayment**

The Borrower shall repay:

- 6.2.1 each Loan by instalments equal to the Relevant Percentage of all Loans which have been made on each Repayment Date in accordance with the Repayment Schedule; and
- 6.2.2 each Loan and all other amounts outstanding under the Finance Documents in full on the Final Repayment Date.

6.3 **Reborrowing**

The Borrower may not reborrow any part of the Facility which is repaid or prepaid.

7. **PREPAYMENT AND CANCELLATION**

7.1 **Illegality**

If it becomes unlawful in any applicable jurisdiction for the Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain all or any part of the Loans:

- 7.1.1 the Lender shall promptly notify the Borrower upon becoming aware of that event;
- 7.1.2 upon the Lender notifying the Borrower, the Available Facility will be immediately cancelled; and
- 7.1.3 the Borrower shall repay such Loans on the last day of the Interest Period for Loans occurring after the Lender has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Borrower (being no earlier than the last day of any applicable grace period permitted by law).

7.2 **Voluntary cancellation**

The Borrower may, if it gives the Lender not less than seven days' (or such shorter period as the Lender may agree) and not more than fourteen days' prior notice, cancel the whole or any part (being a minimum amount of £100,000) of the Facility Amount.

7.3 **Voluntary prepayment of Loans**

The Borrower may, if it gives the Lender not less than seven days' (or such shorter period as the Lender may agree) and not more than fourteen days' prior notice, prepay the whole or any part of any Loan (but, if in part, being an amount that reduces the amount of the Loan by a minimum amount of £250,000).

7.4 Restrictions

- 7.4.1 Any notice of cancellation or prepayment given by any Party under this Clause 7 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.
- 7.4.2 Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid without premium or penalty and applied against the outstanding Repayment Instalments in inverse order of maturity.
- 7.4.3 The Borrower shall not repay or prepay all or any part of the Loan or cancel all or any part of the Available Facility except at the times and in the manner expressly provided for in this Agreement.
- 7.4.4 No amount of the Available Facility cancelled under this Agreement may be subsequently reinstated.

7.5 Automatic Cancellation

At the end of the Availability Period the undrawn part of the Available Facility will be cancelled.

8. INTEREST

8.1 Calculation of interest

The rate of interest on each Loan for each Interest Period is the Interest Rate.

8.2 Payment of interest

The Borrower shall pay accrued interest on each Loan on the last day of each Interest Period.

8.3 Default interest

- 8.3.1 If the Borrower fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on Unpaid Sums from the due date up to the date of actual payment (both before and after judgment) at the Default Rate. Any interest accruing under this Clause 8.3 shall be immediately payable by the Borrower on demand by the Lender.
- 8.3.2 Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

9. INTEREST PERIODS

9.1 Interest Payment Dates

The Interest Period for each Loan shall be six Months, provided that any Interest Period which begins during another Interest Period shall end at the same time as that other Interest Period (and, where two or more such Interest Periods expire on the same day, the Loans to which those Interest Periods relate shall thereafter constitute and be referred to as one Loan).

9.2 Shortening Interest Periods

If an Interest Period would otherwise overrun the relevant Repayment Date, it shall be shortened so that it ends on the relevant Repayment Date.

9.2A Payment Start Date

Each Interest Period for a Loan shall start on the Utilisation Date or (if already made) on the last day of its preceding Interest Period.

9.3 **Non-Business Days**

If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

9.4 **Consolidation of Loans**

If two or more Interest Periods end on the same date, those Loans will be consolidated into and be treated as a single Loan on the last day of the Interest Period.

10. **PREPAYMENT AMOUNT**

10.1.1 If all or any part of the Loans are subject to a voluntary prepayment pursuant to Clause 7.3 (*Voluntary prepayment of Loans*), the Borrower shall pay to the Lender on the relevant prepayment date the Prepayment Amount in respect of the same.

10.1.2 For as long as the Secretary of State for Health remains the Lender, the Lender will consider waiving the Prepayment Amount in cases where the Borrower can demonstrate to the Lender's satisfaction that the voluntary prepayment results from the Borrower's proper use of genuine surplus funds resulting from a sale of assets or trading activities.

11. **INDEMNITIES**

11.1 **Currency indemnity**

11.1.1 If any sum due from the Borrower under the Finance Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

- (A) making or filing a claim or proof against the Borrower;
- (B) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Borrower shall as an independent obligation, within five Business Days of demand, indemnify the Lender against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

11.1.2 The Borrower waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

11.2 **Other indemnities**

The Borrower shall, within five Business Days of demand, indemnify the Lender against any cost, loss or liability incurred by the Lender as a result of:

- 11.2.1 the occurrence of any Event of Default;
- 11.2.2 a failure by the Borrower to pay any amount due under a Finance Document on its due date;

11.2.3 funding, or making arrangements to fund, all or any part of the Loans requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by the Lender alone); or

11.2.4 the Loans (or part of the Loans) not being prepaid in accordance with a notice of prepayment given by the Borrower.

11.3 **Indemnity to the Lender**

The Borrower shall promptly indemnify the Lender against any cost, loss or liability incurred by the Lender (acting reasonably) as a result of:

11.3.1 investigating any event which it reasonably believes is a Default; or

11.3.2 acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised.

11.4 **Environmental indemnity**

The Borrower shall promptly indemnify the Lender within five Business Days of demand in respect of any judgments, liabilities, claims, fees, costs and expenses (including fees and disbursements of any legal, environmental consultants or other professional advisers) suffered or incurred by the Lender as a consequence of the breach of or any liability imposed under any Environmental Law with respect to the Borrower or its property (including the occupation or use of such property).

12. **MITIGATION BY THE LENDER**

12.1 **Mitigation**

12.1.1 The Lender shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to Clause 7.1 (Illegality) including transferring its rights and obligations under the Finance Documents to another entity owned or supported by the Lender.

12.1.2 Clause 12.1.1 does not in any way limit the obligations of the Borrower under the Finance Documents.

12.2 **Limitation of liability**

12.2.1 The Borrower shall indemnify the Lender for all costs and expenses reasonably incurred by the Lender as a result of steps taken by it under Clause 12.1 (Mitigation).

12.2.2 The Lender is not obliged to take any steps under Clause 12.1 (Mitigation) if, in its opinion (acting reasonably), to do so might be prejudicial to it.

13. **COSTS AND EXPENSES**

13.1 **Enforcement costs**

The Borrower shall, within three Business Days of demand, pay to the Lender the amount of all costs and expenses (including legal fees) incurred by the Lender in connection with the enforcement of, or the preservation of any rights under, any Finance Document.

14. **REPRESENTATIONS**

The Borrower makes the representations and warranties set out in this Clause 14 to the Lender on the date of this Agreement.

14.1 Status

14.1.1 It is an NHS Body in accordance with the provisions of the Act.

14.1.2 It has the power to own its assets and carry on its business as it is being conducted.

14.2 Binding obligations

The obligations expressed to be assumed by it in each Finance Document are legal, valid, binding and enforceable obligations.

14.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents to which it is party do not and will not conflict with:

14.3.1 any law or regulation applicable to it;

14.3.2 its constitutional documents; or

14.3.3 any agreement or instrument binding upon it or any of its assets.

14.4 Power and authority

It has the power to enter into, exercise its rights under, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents.

14.5 Validity and admissibility in evidence

All Authorisations required:

14.5.1 to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party; and

14.5.2 to make the Finance Documents to which it is a party admissible in evidence in its jurisdiction of incorporation,

have been obtained or effected and are in full force and effect.

14.6 Relevant Consents

14.6.1 All Relevant Consents which it is necessary or appropriate for the Borrower to hold have been obtained and effected and are in full force and effect.

14.6.2 There exists no reason known to it, having made all reasonable enquiries, why any Relevant Consent might be withdrawn, suspended, cancelled, varied, surrendered or revoked.

14.6.3 All Relevant Consents and other consents, permissions and approvals have been or are being complied with.

14.7 Title to Property

The Borrower is the sole legal and beneficial owner of the Property.

14.8 Governing law and enforcement

14.8.1 The choice of English law as the governing law of the Finance Documents will be recognised and enforced by the courts of England and Wales.

14.8.2 Any judgment obtained in England in relation to a Finance Document will be recognised and enforced by the courts of England and Wales.

14.9 Deduction of Tax

It is not required to make any deduction for or on account of Tax from any payment it may make under any Finance Document.

14.10 No filing or stamp taxes

It is not necessary that the Finance Documents be filed, recorded or enrolled with any court or other authority in any jurisdiction or that any stamp, registration or similar tax be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents.

14.11 No default

14.11.1 No Event of Default might reasonably be expected to result from the making of an Utilisation other than those of which the Lender and Borrower are aware.

14.11.2 No other event which constitutes a default under any other agreement or instrument which is binding on it or to which its assets are subject which might have a Material Adverse Effect might reasonably be expected to result from the making of an Utilisation other than those of which the Lender and Borrower are aware.

14.12 No misleading information

14.12.1 All factual information provided by or on behalf of the Borrower in connection with the Borrower or any Finance Document was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.

14.12.2 Any financial projections provided to the Lender by or on behalf of the Borrower have been prepared on the basis of recent historical information and on the basis of reasonable assumptions.

14.12.3 Nothing has occurred or been omitted and no information has been given or withheld that results in the information referred to in Clause 14.12.1 being untrue or misleading in any material respect.

14.13 Financial statements

14.13.1 Its financial statements most recently delivered to the Lender (being on the date of this Agreement, the Original Financial Statements) were prepared in accordance with any applicable Audit Code for NHS Bodies, any applicable Manual for Accounts for NHS Bodies and Annual Report Guidance for NHS Bodies and/or any other guidance with which NHS Bodies are (or in the case of the Original Financial Statements were) required to comply.

14.13.2 Its financial statements most recently delivered to the Lender (being on the date of this Agreement, the Original Financial Statements) fairly represent its financial condition and operations during the relevant financial year.

14.13.3 There has been no material adverse change in the business or financial condition of the Borrower since the date to which its financial statements most recently delivered to the Lender were made up.

14.14 Ranking

Its payment obligations under the Finance Documents rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law.

14.15 No proceedings pending or threatened

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have (to the best of its knowledge and belief) been started or threatened against it.

14.16 Environmental Matters

14.16.1 It is and has been in full compliance with all applicable Environmental Laws and there are, to the best of its knowledge and belief after reasonable enquiry, no circumstances that may prevent or interfere with such full compliance in the future, in each case to the extent necessary to avoid a Material Adverse Effect and the Borrower has not other than in the ordinary course of its activities placed or allowed to be placed on any part of its property any Dangerous Substance and where such Dangerous Substance has been so placed, it is kept, stored, handled, treated and transported safely and prudently so as not to pose a risk of harm to the Environment.

14.16.2 It is and has been, in compliance in all material respects with the terms of all Environmental Licences necessary for the ownership and operation of its activities as presently owned and operated and as presently proposed to be owned and operated.

14.16.3 It is not aware, having made reasonable enquiries, of any Environmental Claim.

14.17 Repetition

The Repeating Representations are deemed to be made by the Borrower by reference to the facts and circumstances then existing on the date of each Utilisation Request and on the first day of each Interest Period.

15. INFORMATION UNDERTAKINGS

The undertakings in this Clause 15 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any part of the Facility is available for utilisation.

15.1 Financial statements

The Borrower shall supply to the Lender its audited financial statements for each financial year and its financial statements for each financial half year (including any monitoring returns sent to the appropriate Supervisory Body), in each case when such statements are provided to the appropriate Supervisory Body.

15.2 Compliance Certificate

15.2.1 The Borrower shall supply to the Lender, with each set of financial statements delivered pursuant to Clause 15.1 (Financial statements), a Compliance Certificate setting out (in reasonable detail) computations as to compliance with Clause 17 (Financial covenants) as at the date as at which those financial statements were drawn up.

15.2.2 Each Compliance Certificate shall be signed by two directors of the Borrower.

15.3 Requirements as to financial statements

15.3.1 Each set of financial statements delivered by the Borrower pursuant to Clause 15.1 (Financial statements) shall be certified by a director of the Borrower, acting on the instructions of the board of directors of the Borrower, as fairly representing its financial condition as at the date as at which those financial statements were drawn up.

15.3.2 The Borrower shall procure that each set of financial statements delivered pursuant to Clause 15.1 (Financial statements) is prepared in accordance with any applicable Audit Code for NHS Bodies and any applicable Manual for Accounts for NHS Bodies and Annual Report Guidance for NHS Bodies or in the case of the Original Financial Statements in accordance with such guidelines with which NHS Bodies are required to comply.

15.4 Information: miscellaneous

The Borrower shall supply to the Lender:

15.4.1 copies or details of all material communications between the Borrower and the relevant Supervisory Body, including all relevant official notices received by the Borrower promptly after the same are made or received and, upon the Lender's request, any other relevant documents, information and returns sent by it to the appropriate Supervisory Body;

15.4.2 copies or details of all material communications between the Borrower and its members or its creditors (or in each case any class thereof), including all official notices received by the Borrower promptly after the same are made or received and upon the Lender's request any and all other documents dispatched by it to its members or its creditors (or in each case any class thereof), promptly after they are sent to such members or creditors;

15.4.3 details of any breaches by the Borrower of the Compliance Framework;

15.4.4 details of any breaches by the Borrower of the Licence or the terms of their Licence;

15.4.5 details of any other financial assistance or guarantee requested or received from the Secretary of State for Health other than in the ordinary course of business promptly after the same are requested or received;

15.4.6 upon the Lender's request, information regarding the application of the proceeds of the Facility;

15.4.7 promptly upon becoming aware of them, the details of any litigation, arbitration and/or administrative proceedings which are current, threatened or pending against the Borrower which would reasonably be expected to have a Material Adverse Effect;

15.4.8 promptly, such further information regarding the financial condition, business and operations of the Borrower as the Lender may reasonably request to the extent the same are relevant to the Borrower's obligations under this Agreement or otherwise significant in the assessment of the Borrower's financial performance and further to the extent that the disclosure of information will not cause the Borrower to be in breach of any obligation of confidence owed to any third party or any relevant data protection legislation; and

15.4.9 any change in the status of the Borrower after the date of this Agreement

15.5 Notification of default

15.5.1 The Borrower shall notify the Lender of any Default (and the steps being taken to remedy it) promptly upon becoming aware of its occurrence.

15.5.2 Promptly upon a request by the Lender, the Borrower shall supply a certificate signed by two of its directors (acting on the instructions of the board of directors of the Borrower) on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

15.6 Other information

The Borrower shall promptly upon request by the Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Lender (for itself or on behalf of a prospective transferee) in order for the Lender (or such prospective transferee) to carry out and be satisfied with the results of all necessary money laundering and identification checks in relation to any person that it is required to carry out pursuant to the transactions contemplated by the Finance Documents.

16. GENERAL UNDERTAKINGS

The undertakings in this Clause 16 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any part of the Facility is available for utilisation.

16.1 Authorisations

The Borrower shall promptly:

16.1.1 obtain, comply with and do all that is necessary to maintain in full force and effect; and

16.1.2 supply certified copies to the Lender of any Authorisation required under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under the Finance Documents and to ensure the legality, validity, enforceability or admissibility in evidence in England of any Finance Document.

16.2 Compliance with laws

The Borrower shall comply in all respects with all laws to which it may be subject, if failure so to comply would materially impair its ability to perform its obligations under the Finance Documents and shall exercise its powers and perform its functions in accordance with its constitutional documents.

16.3 Negative pledge

16.3.1 The Borrower shall not without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed) create or permit to subsist any Security over any of its assets save for any Permitted Security.

16.3.2 The Borrower shall not:

(A) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by it;

(B) sell, transfer or otherwise dispose of any of its receivables on recourse terms;

(C) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or

- (D) enter into any other preferential arrangement having a similar effect, in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

16.4 Disposals

16.4.1 The Borrower shall not in a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary sell, lease, transfer or otherwise dispose of any material asset without the prior written consent of the Lender.

16.4.2 Clause 16.4.1 does not apply to:

- (A) any sale, lease, transfer or other disposal where the higher of the market value or consideration receivable does not (in aggregate) in any financial year exceed 10% of the total net assets of the Borrower as at the end of the most recent financial year end for which audited financial statements have been published.
- (B) any sale, lease, transfer or other disposal expressly identified in Schedule 7 (*Permitted Security – Existing Security*).

16.5 Merger

Without prejudice to Clause 16.4 (disposals) the Borrower shall not, without the prior written consent of the Lender, enter into nor apply to the relevant Supervisory Body (including pursuant to Section 56 of the Act) to enter into any amalgamation, demerger, merger or corporate reconstruction.

16.6 Guarantees

The Borrower will not, without the prior written consent of the Lender, give or permit to exist any guarantee or indemnity by it of any obligation of any person, nor permit or suffer any person to give any security for or guarantee or indemnity of any of its obligations except for guarantees and indemnities:

- 16.6.1 made in the ordinary course of the Borrower's business as an NHS Body ; and
- 16.6.2 which when aggregated with any loans, credit or financial accommodation made pursuant to Clause 16.7 (*Loans*) do not exceed £1,000,000 (or its equivalent in any other currency or currencies) in aggregate in any financial year.

16.7 Loans

The Borrower will not make any investment in nor make any loan or provide any other form of credit or financial accommodation to, any person except for investments, loans, credit or financial accommodation:

- 16.7.1 made in the ordinary course of the Borrower's business as an NHS Body ;
- 16.7.2 made in accordance with any investment policy or guidance issued by the relevant Supervisory Body; and
- 16.7.3 which when aggregated with any guarantees or indemnities given or existing under Clause 16.6 (*Guarantees*) do not exceed £1,000,000 (or its equivalent in any other currency or currencies) in aggregate in any financial year.

16.8 **Consents**

The Borrower must ensure that all Relevant Consents and all statutory requirements, as are necessary to enable it to perform its obligations under the Finance Documents to which it is a party, are duly obtained and maintained in full force and effect or, as the case may be, complied with.

16.9 **Activities**

The Borrower will not engage in any activities other than activities which enable it to carry on its principal purpose better, if to do so may, in the Lender's opinion, have a Material Adverse Effect.

16.10 **Environmental**

The Borrower shall:

16.10.1 obtain, maintain and comply in all material respects with all necessary Environmental Licences in relation to its activities and its property and comply with all Environmental Laws to the extent necessary to avoid a Material Adverse Effect;

16.10.2 promptly upon becoming aware notify the Lender of:

- (A) any Environmental Claim current or to its knowledge threatened;
- (B) any circumstances likely to result in an Environmental Claim; or
- (C) any suspension, revocation or notification of any Environmental Licence;

16.10.3 indemnify the Lender against any loss or liability which:

- (A) the Lender incurs as a result of any actual or alleged breach of any Environmental Law by any person; and
- (B) which would not have arisen if a Finance Document had not been entered into; and

16.10.4 take all reasonable steps to ensure that all occupiers of the Borrower's property carry on their activities on the property in a prudent manner and keep them secure so as not to cause or knowingly permit material harm or damage to the Environment (including nuisance or pollution) or the significant risk thereof.

16.11 **Constitution**

The Borrower will not amend or seek to amend the terms of its authorisation as an NHS Body or the terms of its constitution without the prior written consent of the Lender, in each case if to do so would be reasonably likely to have a Material Adverse Effect.

16.12 **The relevant Supervisory Body**

The Borrower will comply promptly with all directions and notices received from the relevant Supervisory Body to the extent failure to do so might have a Material Adverse Effect and will, upon the Lender's request, provide reasonable evidence that it has so complied.

16.13 **Additional Terms and Conditions**

The Borrower will comply promptly with the Additional Terms and Conditions.

17. **COMPLIANCE FRAMEWORK**

17.1 Compliance

The Borrower shall ensure at all times that it complies with its Licence and/or any other terms and conditions set by the relevant Supervisory Body.

17.2 Advance Notification

Without prejudice to the Borrower's obligations under Clause 17.1 (*Compliance*), if the Borrower becomes aware at any time after the date of signing of the Agreement that it is or is likely to breach any of the terms referred to in Clause 17.1 and/or a material failure under the requirements of the Compliance Framework is likely, it shall immediately notify the Lender of the details of the impending breach.

18. EVENTS OF DEFAULT

Each of the events or circumstances set out in this Clause 18 is an Event of Default.

18.1 Non-payment

The Borrower does not pay on the due date any amount payable pursuant to a Finance Document at the place at and in the currency in which it is expressed to be payable unless:

18.1.1 its failure to pay is caused by administrative or technical error; and

18.1.2 payment is made within two Business Days of its due date.

18.2 Compliance Framework and Negative Pledge

Any requirement of Clause 17 (*COMPLIANCE FRAMEWORK*) or Clause 16.3 (*Negative Pledge*) is not satisfied.

18.3 Other obligations

18.3.1 The Borrower does not comply with any term of:

(A) Clause 15.5 (*Notification of default*); or

(B) Clause 16 (*General Undertakings*).

18.3.2 The Borrower does not comply with any term of any Finance Document (other than those referred to in Clause 18.1 (*Non-payment*), Clause 18.2 (*Compliance Framework and Negative Pledge*) and Clause 18.3.1 (*Other obligations*)) unless the failure to comply is capable of remedy and is remedied within ten Business Days of the earlier of the Lender giving notice or the Borrower becoming aware of the failure to comply.

18.4 Misrepresentation

Any representation or statement made or deemed to be made by the Borrower in any Finance Document or any other document delivered by or on behalf of the Borrower under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

18.5 Cross default

18.5.1 Any Financial Indebtedness of the Borrower is not paid when due nor within any originally applicable grace period.

18.5.2 Any Financial Indebtedness of the Borrower is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

18.5.3 Any commitment for any Financial Indebtedness of the Borrower is cancelled or suspended by a creditor of the Borrower as a result of an event of default (however described).

18.5.4 Any creditor of the Borrower becomes entitled to declare any Financial Indebtedness of the Borrower due and payable prior to its specified maturity as a result of an event of default (however described).

18.5.5 No Event of Default will occur under this Clause 18.5 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within Clauses 18.5.1 to 18.5.4 is less than £250,000 (or its equivalent in any other currency or currencies).

except that for as long as the Secretary of State for Health remains the Lender, the provisions of Clause 18.5 relate to Financial Indebtedness owed to any party but do not apply to amounts owed to other NHS bodies in the normal course of business where a claim has arisen which is being disputed in good faith or where the Borrower has a valid and contractual right of setoff.

18.6 **Insolvency**

18.6.1 The Borrower is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.

18.6.2 A moratorium is declared in respect of any indebtedness of the Borrower.

18.7 **Insolvency proceedings**

Any corporate action, legal proceedings or other procedure or step is taken:

18.7.1 in relation to a composition, assignment or arrangement with any creditor of the Borrower; or

18.7.2 in relation to the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the Borrower or any of its assets; or

18.7.3 in relation to the enforcement of any Security over any assets of the Borrower,

or any analogous action, proceedings, procedure or step is taken in any jurisdiction.

18.8 **Appointment of a Trust Special Administrator**

An order, made as required under The Act for the appointment of a Trust Special Administrator.

18.9 **Creditors' process**

Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of the Borrower having an aggregate value of £250,000 and is not discharged within ten Business Days.

18.10 **Repudiation**

The Borrower or any other party to a Finance Document repudiates any of the Finance Documents or does or causes to be done any act or thing evidencing an intention to repudiate any Finance Document.

18.11 Cessation of Business

Other than with the prior written approval of the Lender, the Borrower ceases, or threatens to cease, to carry on all or a substantial part of its business or operations.

18.12 Unlawfulness

It is or becomes unlawful for the Borrower or any other party to a Finance Document to perform any of its obligations under any Finance Document.

18.13 Material adverse change

Any event or circumstance or series of events or circumstances occurs which, in the reasonable opinion of the Lender, has or is reasonably likely to have a Material Adverse Effect.

18.14 Additional Terms and Conditions

In the reasonable opinion of the Lender, the Borrower fails to make reasonable efforts to comply with the Additional Terms and Conditions.

18.15 Acceleration

On and at any time after the occurrence of an Event of Default which is continuing the Lender may by notice to the Borrower:

18.15.1 cancel the Facility whereupon it shall immediately be cancelled; and/or

18.15.2 declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable; and/or

18.15.3 declare that all or part of the Loans be payable on demand, whereupon they shall immediately become payable on demand by the Lender.

19. ASSIGNMENTS AND TRANSFERS

19.1 Assignments and transfers by the Lender

Subject to this Clause 19, the Lender may:

19.1.1 assign any of its rights; or

19.1.2 transfer by novation any of its rights and obligations,

to another entity owned or supported by the Lender or to a bank or a financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (the "**New Lender**").

19.2 Conditions of assignment or transfer

19.2.1 The consent of the Borrower is required for an assignment or transfer by the Lender, unless:

(A) the assignment or transfer is to an entity owned or supported by the Lender; or

(B) a Default is continuing.

19.2.2 The consent of the Borrower to an assignment or transfer must not be unreasonably withheld or delayed. The Borrower will be deemed to have given its consent twenty Business Days after the Lender has requested it unless consent is expressly refused (and reasons for such refusal are given) by the Borrower within that time.

provided that nothing in this Clause shall restrict the rights of the Secretary of State for Health to effect a statutory transfer.

19.3 **Disclosure of information**

The Lender may disclose to any person:

19.3.1 to (or through) whom the Lender assigns or transfers (or may potentially assign or transfer) all or any of its rights and obligations under the Finance Documents;

19.3.2 with (or through) whom the Lender enters into (or may potentially enter into) any transaction under which payments are to be made by reference to, any Finance Document or the Borrower;

19.3.3 to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation;

19.3.4 which are investors or potential investors in any of its rights and obligations under the Finance Documents and only to the extent required in relation to such rights and obligations;

19.3.5 which is a governmental, banking, taxation or other regulatory authority and only to the extent information is required to be disclosed to such authority,

any information about the Borrower and/or the Finance Documents as the Lender shall consider appropriate if, in relation to Clauses 19.3.1, 19.3.2 and 19.3.4 the person to whom the information is to be given has agreed to keep such information confidential on terms of this Clause 19.3 provided always that the Lender shall comply with any relevant data protection legislation.

19.4 **Assignment and transfer by the Borrower**

The Borrower may not assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

20. **ROLE OF THE LENDER**

20.1 **Rights and discretions of the Lender**

20.1.1 The Lender may rely on:

(A) any representation, notice or document believed by it to be genuine, correct and appropriately authorised; and

(B) any statement made by a director, authorised signatory or authorised employee of any person regarding any matters which may reasonably be assumed to be within his knowledge or within his power to verify.

20.1.2 The Lender may engage, pay for and rely on the advice or services of any lawyers, accountants, surveyors or other experts.

20.1.3 The Lender may act in relation to the Finance Documents through its personnel and agents.

20.1.4 Notwithstanding any other provision of any Finance Document to the contrary, the Lender is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or a breach of a fiduciary duty or duty of confidentiality.

20.2 Exclusion of liability

20.2.1 Without limiting Clause 20.2.2, the Lender will not be liable for any omission or any act taken by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct.

20.2.2 The Borrower may not take any proceedings against any officer, employee or agent of the Lender in respect of any claim it might have against the Lender or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document and any officer, employee or agent of the Lender may rely on this Clause. Any third party referred to in this Clause 20.2.2 may enjoy the benefit of or enforce the terms of this Clause in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

20.2.3 The Lender will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by the Lender if the Lender has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Lender for that purpose.

20.2.4 The Lender shall not be liable:

- (A) for any failure by the Borrower to give notice to any third party or to register, file or record (or any defect in such registration, filing or recording) any Finance Document; or
- (B) for any failure by the Borrower to obtain any licence, consent or other authority required in connection with any of the Finance Documents; or
- (C) For any other omission or action taken by it in connection with any Finance Document unless directly caused by its gross negligence or wilful misconduct.

21. PAYMENT MECHANICS

21.1 Payments

21.1.1 The Borrower shall receive notification 10 working days prior to each payment required under a Finance Document, the Borrower shall make the same available to the Lender (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Lender as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

21.1.2 Payment shall be collected through Direct Debit from a Borrower's account with the Government Banking Service.

21.2 Distributions to the Borrower

The Lender may (with the consent of the Borrower or in accordance with Clause 22 (*Set-off*)) apply any amount received by it for the Borrower in or towards payment (on the date and in the currency and funds of receipt) of any amount due from the Borrower under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

21.3 **Partial payments**

If the Lender receives a payment that is insufficient to discharge all the amounts then due and payable by the Borrower under the Finance Documents, the Lender shall apply that payment towards the obligations of the Borrower in such order and in such manner as the Lender may at its discretion decide.

21.4 **No set-off**

All payments to be made by the Borrower under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

21.5 **Business Days**

21.5.1 Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

21.5.2 During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement, interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

21.6 **Currency of account**

21.6.1 Subject to Clauses 21.6.2 to 21.6.5, sterling is the currency of account and payment for any sum due from the Borrower under any Finance Document.

21.6.2 A repayment of the Loan or Unpaid Sum or a part of the Loan or Unpaid Sum shall be made in the currency in which the Loan or Unpaid Sum is denominated on its due date.

21.6.3 Each payment of interest shall be made in the currency in which the sum in respect of which the interest is payable was denominated when that interest accrued.

21.6.4 Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.

21.6.5 Any amount expressed to be payable in a currency other than sterling shall be paid in that other currency.

21.7 **Change of currency**

21.7.1 Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:

(A) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Lender (after consultation with the Borrower); and

(B) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Lender (acting reasonably).

21.7.2 If a change in any currency of a country occurs, this Agreement will, to the extent the Lender (acting reasonably and after consultation with the Borrower) specifies to be necessary, be amended to comply with any generally accepted conventions and

market practice in the London interbank market and otherwise to reflect the change in currency.

22. SET-OFF

The Lender may set off any matured obligation due from the Borrower under the Finance Documents against any matured obligation owed by the Lender to the Borrower, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

23. NOTICES

23.1 Communications in writing

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be given in person, by post, fax or by electronic communication.

23.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

23.2.1 in the case of the Borrower, that identified with its name below; and

23.2.2 in the case of the Lender, that identified with its name below,

or any substitute address, email address, fax number or department or officer as the Borrower may notify to the Lender by not less than five Business Days' written notice.

23.3 Delivery

23.3.1 Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:

(A) if by way of fax, when received in legible form; or

(B) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 23.2 (*Addresses*), if addressed to that department or officer.

23.3.2 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose).

23.4 Electronic communication

23.4.1 Any communication to be made between the Borrower and the Lender under or in connection with this Agreement and any other Finance Document may be made by electronic mail or other electronic means, if the Borrower and the Lender:

(A) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;

- (B) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
- (C) notify each other of any change to their address or any other such information supplied by them.

23.4.2 Any electronic communication made between the Borrower and the Lender will be effective only when actually received in readable form and only if it is addressed in such a manner as the Borrower and the Lender, as the case may be, specify for this purpose.

24. CALCULATIONS AND CERTIFICATES

24.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by the Lender are *prima facie* evidence of the matters to which they relate.

24.2 Certificates and Determinations

Any certification or determination by the Lender of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

24.3 Day count convention

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days or, in any case where the practice in the London interbank market differs, in accordance with that market practice.

25. PARTIAL INVALIDITY

If, at any time, any provision of the Finance Documents is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

26. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under the Finance Documents shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

27. AMENDMENTS AND WAIVERS

Any term of the Finance Documents may only be amended or waived in writing.

28. COUNTERPARTS

Each Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.

29. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with English law.

30. DISPUTE RESOLUTION

The Parties agree that all disputes arising out of or in connection with this Agreement will be settled in accordance with the terms of Schedule 5.

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

SCHEDULE 1: CONDITIONS PRECEDENT

1. Authorisations

- 1.1 A copy of a resolution of the board of directors of the Borrower:
- (A) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute the Finance Documents to which it is a party;
 - (B) authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf; and
 - (C) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request and) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party.
 - (D) Confirming the Borrower's undertaking to comply with the Additional Terms and Conditions
- 1.2 A certificate of an authorised signatory of the Borrower certifying that each copy document relating to it specified in this Schedule 1 and provided to the Lender is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement.

2. Financial Information

Updated financial statements of the Borrower unless otherwise available.

3. Finance Documents

- 3.1 This Agreement (original).
- 3.2 The original or certified copy (as the Lender shall require) of any Finance Document not listed above.

4. General

- 4.1 A copy of any other Authorisation or other document, opinion or assurance which the Lender considers to be necessary or desirable in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.
- 4.2 Evidence that the fees, costs and expenses then due from the Borrower pursuant to Clause 13 (*Costs and expenses*) have been paid or will be paid by the first Utilisation Date.

SCHEDULE 2: UTILISATION REQUEST

From:[]

To: The Secretary of State for Health

Dated:

Dear Sirs

[] – £
dated [] (the "Agreement")

1. We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.

2. We wish to borrow a Loan on the following terms:

Proposed Utilisation Date: [] (or, if that is not a Business Day, the next Business Day)

Amount: [] or, if less, the Available Facility

Payment Instructions: [*Relevant account to be specified here*]

3. We confirm that each condition specified in Clause 4.2 (Further conditions precedent) is satisfied on the date of this Utilisation Request.

4. We represent and warrant that the Loan will be applied solely towards capital expenditure in respect of Agreed Purpose.

5. This Utilisation Request is irrevocable.

Yours faithfully

.....
authorised signatory for and on behalf of the Board of Directors
[]

SCHEDULE 3: AGREED PURPOSE

Refurbish part of Devon House for I.T. to move out of Bordesley House	£0.3m
Convert part of Bordesley House for Records Storage	£0.1m
Build a surface car park on the ex BEN PCT land	£1.3m
Professional and statutory fees for ACAD development	<u>£1.4m</u>
Total	£3.1m

SCHEDULE 4: ANTICIPATED DRAWDOWN SCHEDULE

£000	Q1	Q2	Q3	Q4	TOTAL
2016-17	0	0	0	965	965
2017-18	1,615	382	138	0	2,135
TOTAL					3,100

SCHEDULE 5: DISPUTE RESOLUTION

1. NEGOTIATION

If any claim, dispute or difference of whatsoever nature arising out of or in connection with this Agreement ("**Dispute(s)**") arises, the Parties will attempt in good faith to settle it by negotiation. Each Party will nominate at least one management representative ("**Authorised Representative**") who shall attend and participate in the negotiation with authority to negotiate a solution on behalf of the Party so represented.

2. MEDIATION

It shall be a condition precedent to the commencement of reference to arbitration that the Parties have sought to have the dispute resolved amicably by mediation as provided by this paragraph 2.

2.1 Initiation of Mediation Proceeding

- (A) If the Parties are unable to settle the Dispute(s) by negotiation in accordance with paragraph 1 within 15 days, either Party may by written notice upon the other initiate mediation under this paragraph 2. The notice initiating mediation shall describe generally the nature of the Dispute.
- (B) Each Party's Authorised Representative nominated in accordance with paragraph 1 shall attend and participate in the mediation with authority to negotiate a settlement on behalf of the Party so represented.

2.2 Appointment of Mediator

- (A) The Parties shall appoint, by agreement, a neutral third person to act as a mediator (the "Mediator") to assist them in resolving the Dispute. If the Parties are unable to agree on the identity of the Mediator within 10 days after notice initiating mediation either party may request the Centre for Effective Dispute Resolution ("CEDR Solve") to appoint a Mediator.
- (B) The Parties will agree the terms of appointment of the Mediator and such appointment shall be subject to the Parties entering into a formal written agreement with the Mediator regulating all the terms and conditions including payment of fees in respect of the appointment. If the Parties are unable to agree the terms of appointment of the Mediator within 10 days after notice initiating mediation either Party may request CEDR Solve to decide the terms of appointment of the Mediator
- (C) If the appointed Mediator is or becomes unable or unwilling to act, either Party may within 10 days of the Mediator being or becoming unable or unwilling to act follow the process at paragraph 2.3 to appoint a replacement Mediator and paragraph 2.4 to settle the terms of the appointment of the replacement Mediator.

2.3 Determination of Procedure

The Parties shall, with the assistance of the Mediator, seek to agree the mediation procedure. In default of such agreement, the Mediator shall act in accordance with CEDR Solve's Model Mediation Procedure and Agreement. The Parties shall within 10 days of the appointment of the Mediator, meet (or talk to) the Mediator in order to agree a programme for the exchange of any relevant information and the structure to be adopted for the mediation.

2.4 Without Prejudice/Confidentiality

All rights of the Parties in respect of the Dispute(s) are and shall remain fully reserved and the entire mediation including all documents produced or to which reference is made, discussions and oral presentations shall be strictly confidential to the Parties and shall be conducted on the same basis as "without prejudice" negotiations, privileged, inadmissible, not subject to disclosure in any other proceedings whatever and shall not constitute any waiver of privilege whether between the Parties or between either of them and a third party. Nothing in this paragraph 2.4 shall make any document privileged, inadmissible or not subject to disclosure which would have been discloseable in any reference to arbitration commenced pursuant to paragraph 3.

2.5 Resolution of Dispute

If any settlement agreement is reached with the assistance of the Mediator which resolves the Dispute, such agreement shall be set out in a written settlement agreement and executed by both parties' Authorised Representatives and shall not be legally binding unless and until both parties have observed and complied with the requirements of this paragraph 2.5. Once the settlement agreement is legally binding, it may be enforced by either party taking action in the High Court.

2.6 Failure to Resolve Dispute

In the event that the Dispute(s) has not been resolved to the satisfaction of either Party within 30 days after the appointment of the Mediator either party may refer the Dispute to arbitration in accordance with paragraph 3.

2.7 Costs

Unless the Parties otherwise agree, the fees and expenses of the Mediator and all other costs of the mediation shall be borne equally by the Parties and each Party shall bear their own respective costs incurred in the mediation regardless of the outcome of the mediation.

3. ARBITRATION

3.1 If the Parties are unable to settle the Dispute(s) by mediation in accordance with paragraph 2 within 30 days, the Dispute(s) shall be referred to and finally determined by arbitration before an Arbitral Tribunal composed of a single Arbitrator.

3.2 Any reference of a Dispute to arbitration shall be determined in accordance with the provisions of the Arbitration Act 1996 and in accordance with such arbitration rules as the Parties may agree within 20 days after notice initiating arbitration or, in default of agreement, in accordance with the Rules of the London Court of International Arbitration which Rules are deemed to be incorporated by reference into this clause.

3.3 London shall be the seat of the arbitration.

3.4 Reference of a Dispute to arbitration shall be commenced by notice in writing from one Party to the other Party served in accordance with the provisions of Clause 23 (Notices).

3.5 The Arbitral Tribunal shall be appointed as follows.

(A) Within 14 days of receipt of any notice referring a Dispute to arbitration the Parties shall agree the identity of the person to act as Arbitrator. In default of agreement or in the event the person so identified is unable or unwilling to act, either party shall be entitled to request the President for the time being of the Chartered Institute of

Arbitrators to appoint an Arbitrator for the Dispute and the parties shall accept the person so appointed.

- (B) If the Arbitrator becomes unwilling or unable to act, the procedure for the appointment of a replacement Arbitrator shall be in accordance with the provisions of paragraph 3.5(A).

3.6 The language of the arbitration shall be English.

SCHEDULE 6: REPAYMENT SCHEDULE

Repayment Date	Relevant Percentage
18 August 2018	2.08%
18 February 2019	2.08%
18 August 2019	2.08%
18 February 2020	2.08%
18 August 2020	2.08%
18 February 2021	2.08%
18 August 2021	2.08%
18 February 2022	2.08%
18 August 2022	2.08%
18 February 2023	2.08%
18 August 2023	2.08%
18 February 2024	2.08%
18 August 2024	2.08%
18 February 2025	2.08%
18 August 2025	2.08%
18 February 2026	2.08%
18 August 2026	2.08%
18 February 2027	2.08%
18 August 2027	2.08%
18 February 2028	2.08%
18 August 2028	2.08%
18 February 2029	2.08%
18 August 2029	2.08%
18 February 2030	2.08%
18 August 2030	2.08%
18 February 2031	2.08%
18 August 2031	2.08%
18 February 2032	2.08%
18 August 2032	2.08%
18 February 2033	2.08%
18 August 2033	2.08%
18 February 2034	2.08%
18 August 2034	2.08%
18 February 2035	2.08%
18 August 2035	2.08%
18 February 2036	2.08%
18 August 2036	2.08%
18 February 2037	2.08%
18 August 2037	2.08%
18 February 2038	2.08%
18 August 2038	2.08%
18 February 2039	2.08%
18 August 2039	2.08%
18 February 2040	2.08%
18 August 2040	2.08%
18 February 2041	2.08%
18 August 2041	2.08%
18 February 2042	2.24%

SCHEDULE 7: PERMITTED SECURITY – EXISTING SECURITY

NONE

SCHEDULE 8: ADDITIONAL TERMS AND CONDITIONS

1. Surplus/Deficit and Capital Limits

- 1.1. The Lender will set a Surplus/Deficit Limit and/or a Capital Limit for the Borrower in consultation with the relevant Supervisory Body.
- 1.2. The Borrower understands and accepts these Limits in the recognition that any net expenditure in excess of the relevant Limit(s) cannot be funded by the Lender based upon the assumptions made by the Lender at the date of this Agreement.
- 1.3. The Borrower undertakes not to put forward any Utilisation Requests on this or any other Facility with the Lender that would result in Limits being exceeded by the Borrower without the explicit agreement of the Lender.
- 1.4. In the event that a utilisation is likely to lead to a Limit being exceeded, the Borrower shall inform the Lender two calendar months before any such utilisation may be submitted.
- 1.5. The Borrower will make no assumptions in any financial planning in relation to any financial support from the Lender beyond financing previously agreed to support the relevant Limit(s).
- 1.6. Limits may be adjusted by the Lender from time to time in consultation with the relevant Supervisory Body.
- 1.7. Performance against Limits will be monitored by the relevant Supervisory Body.

2. Nursing agency expenditure:

- 2.1. The Borrower undertakes to comply with nursing agency spending rules as set out in the letter of 1 September 2015 from David Bennett and Robert Alexander to NHS Foundation Trust and Trust Chief Executives as may be updated from time to time. In particular, the Borrower undertakes to:
 - 2.1.1. Procure all nursing agency staff through approved frameworks unless such action is otherwise authorised by the relevant Supervisory Body.
 - 2.1.2. Implement an annual maximum limit for agency nursing expenditure as a percentage of the total nursing staff budget as set out in the letter of 01 September 2015 or as otherwise notified by the relevant Supervisory Body.
 - 2.1.3. Implement any additional controls as may be required by the relevant Supervisory Body in relation to the planned introduction of price caps.
- 2.2. The Borrower additionally undertakes to Implement the NHS Employers Five High Impact Actions

3. Professional Services Consultancy Spend

- 3.1. The Borrower will not enter into any contract for the procurement of professional consultancy services with a value in excess of £50,000 without the prior approval of the relevant Supervisory Body. The value of multiple contracts issued in respect of similar Terms of Reference will be aggregated, as though a single contract had been issued, in respect of the application of this clause.

4. VSM Pay Costs

- 4.1. Where the borrower is authorised as an NHS Foundation Trust, the Borrower will, via the Lender, seek the views of the appropriate Health Minister before making appointments to Boards/Executive Boards where the proposed annual salary exceeds £142,500.
- 4.2. Where the borrower is not authorised as an NHS Foundation Trust, the Borrower will, via the Lender, seek the approval of the appropriate Health Minister before making appointments to Boards/Executive Boards where the proposed annual salary exceeds £142,500.
- 4.3. The Borrower undertakes to implement the requirements in respect of the treatment of "off - payroll" workers included in the letter from David Nicholson to Chairs and Chief Executives of 20th August 2012, or any subsequent guidance issued by the Lender.
- 4.4. The Borrower shall apply the most recently updated version of standard redundancy terms for NHS staff in England to all newly appointed VSMs except where existing statutory terms take precedence. In addition the Borrower shall apply the most recently updated version of standard redundancy terms for NHS staff in England for existing VSMs where Section 16 is referenced in their contracts of employment.

5. Estate Costs

- 5.1. The Borrower undertakes to examine the overall running costs of Estates and Facilities against a benchmark group of similar NHS Trusts within 3 months from the date of this Agreement. Where higher than average costs are identified, and there is no valid reason for this, the Borrower will put in place an action plan to reduce these costs to match the agreed benchmark level. DH will need to satisfy itself that the benchmark is reasonable and plan is deliverable.

6. Surplus Land

- 6.1. The Borrower shall ensure that it has in place an up to date estates strategy covering a period at least 3 years from the date of this Agreement. The estates strategy should be informed by discussions with commissioners about clinical service requirements and consider options for rationalising the estate and releasing surplus land.
- 6.2. The report required in clause 6.1 shall identify surplus land and potentially surplus land to be released during the period from the date of this Agreement date to 31 March 2020.
- 6.3. The Borrower shall provide the Lender with a copy of its estate strategy within 6 weeks of the date of this Agreement or at a date otherwise agreed with the Lender.

The Lender will need satisfy itself that the strategy is complete and deliverable for this condition to be satisfied.

7. Procure21

- 7.1. The Borrower will use the P21+ Procurement Framework for all publicly funded capital works, unless otherwise agreed with the relevant Supervisory Body.
- 7.2. Where the Borrower proposes to use an alternative procurement route, the Borrower will submit a business case to the relevant Supervisory Body for approval demonstrating that an alternative procurement route offers better Value for Money than the P21+ Procurement Framework.

8. Finance and Accounting and Payroll

- 8.1. The Borrower undertakes to commission NHS Shared Business Services to complete a baseline assessment of the Borrower's finance and accounting and payroll services to assess the benefit of the use, or increased use, of an outsourced service provider. The Borrower will provide full details of the outcome of this assessment to the Lender within 6 Months of the date of this Agreement.
- 8.2. Where the assessment by NHS Shared Business Services supports the case for the use, or increased use, of an outsourced service provider, the Borrower will undertake an appropriate market testing exercise or use existing Government Framework Agreements to procure an outsourced service provider within a timescale to be agreed with the Lender.

9. Bank Staffing

- 9.1. The Borrower will undertake an assessment using the appropriate tool kit published on the NHS Centre for Procurement Efficiency to assess the benefit of the use, or increased use of an Outsourced Staff Bank provider. The Borrower commits to provide full details of the outcome of this assessment to the Lender within 6 Months of the date of this Agreement.
- 9.2. Where an assessment using the appropriate tool kit published on the NHS Centre for Procurement Efficiency supports the case for the use of Outsourced Staff Bank provider, the Borrower will undertake an appropriate market testing exercise or use an existing Government Framework Agreement to procure an Outsourced Staff Bank provider within a timescale to be agreed with the Lender.

10. Procurement

- 10.1. The Borrower shall provide third party non-pay spend to the lender in a format specified by the Lender, within 6 months of the date of this Agreement, and at least annually thereafter, on the request of the Lender,
- 10.2. The Borrower shall test the savings opportunities of increasing usage of the NHS Supply Chain and future editions and/or replacements of the NHS Catalogue within

6 months of the date of this Agreement and at least annually thereafter, on the request of the Lender,

10.3. Any savings identified through the process set out in 10.2 will be pursued by the Borrower. Any identified savings which the Borrower does not intend to pursue must be notified to the Lender along with the reasons for not doing so.

10.4. The Borrower will provide the Lender with current copies of its medical capital equipment asset register, medical equipment maintenance schedule, and capital medical equipment procurement plans within 6 months of the date of this Agreement, and at least annually thereafter on the request of the Lender.

11. Crown Commercial Services (“CCS”)

11.1. The Borrower undertakes to test the scope of savings opportunities from CCS within 6 months of the date of this Agreement, subject to appropriate CCS resources being available to support this undertaking. Any savings identified as part of this process which the Borrower does not intend to pursue must be notified to the Lender with the reasons for not doing so.

11.2. The Borrower additionally undertakes to provide details of its relevant requirements in support of all future collaborative procurements including e-auctions.

12. EEA and non-EEA Patient Costs Reporting

12.1. The Borrower undertakes to:

12.1.1. Become a member of the EEA portal and actively report EHIC and S2 patient activity on the portal

12.1.2. Provide an overview of the patient identification, billing and costs recovery systems in place with any planned improvements (for EEA and non-EEA patients)

12.1.3. Participate and collaborate with local/national commissioners in the development of the new “risk sharing” model for non-EEA chargeable patients.

13. On request of the Lender, the Borrower agrees to provide timely information and enable appropriate access to parties acting on behalf of the Lender for the purposes of appropriate tracking and reporting of progress delivering the conditions set out within this Schedule.

SIGNATORIES

Borrower

For and on behalf of HEART OF ENGLAND NHS FOUNDATION TRUST

By:

Name:

Position:

Address: Birmingham Heartlands Hospital
Bordesley Green East
Birmingham
West Midlands
B9 5ST

Email: sarah.thomas2@heartofengland.nhs.uk

Attention: Sarah Thomas

Lender

The Secretary of State for Health

By:

Name:

Address: Department of Health,
2nd Floor
Quarry House,
Quarry Hill,
Leeds, LS2 7UE

Email: dhloanscentralinbox@dh.gsi.gov.uk