Public Document Pack

Sefton Council

MEETING: HEALTH AND WELLBEING BOARD

DATE: Wednesday 4 December 2024

TIME: 2.00 pm

VENUE: Committee Room - Bootle Town Hall, Trinity Road, Bootle, L20 7AE

Member

Cllr. Ian Moncur (Chair)
Cllr. Mhairi Doyle, M.B.E.
Cllr. Diane Roscoe
Sarah Alldis
Andrew Booth
Deborah Butcher
Dr. Rob Caudwell
Risthardh Hare
Neil Holland
Adrian Hughes
Janine Hyland
Margaret Jones
Temporary Superintendent Paul Holden
Phil Porter
Anne-Marie Stretch
Mark Thomas
John Turner
Angela White

COMMITTEE OFFICER: Amy DysonDemocratic Services Officer
Telephone: 0151 934 3173
E-mail: amy.dyson@sefton.gov.uk

If you have any special needs that may require arrangements to facilitate your attendance at this meeting, please contact the Committee Officer named above, who will endeavour to assist.

We endeavour to provide a reasonable number of full agendas, including reports at the meeting. If you wish to ensure that you have a copy to refer to at the meeting, please can you print off your own copy of the agenda pack prior to the meeting.

A G E N D A

1. Apologies for Absence

2. Minutes of Previous Meeting (Pages 5 - 8)

3. Declarations of Interest

Members are requested at a meeting where a disclosable pecuniary interest or personal interest arises, which is not already included in their Register of Members' Interests, to declare any interests that relate to an item on the agenda.

Where a Member discloses a Disclosable Pecuniary Interest, he/she must withdraw from the meeting room, including from the public gallery, during the whole consideration of any item of business in which he/she has an interest, except where he/she is permitted to remain as a result of a grant of a dispensation.

Where a Member discloses a personal interest he/she must seek advice from the Monitoring Officer or staff member representing the Monitoring Officer to determine whether the Member should withdraw from the meeting room, including from the public gallery, during the whole consideration of any item of business in which he/she has an interest or whether the Member can remain in the meeting or remain in the meeting and vote on the relevant decision.

4. Use of the Enhanced Case Finding Tool with Integrated Care Teams (Pages 9 - 22)

Presentation by the Associate Director of Integration, Transformation & Partnerships – Merseycare

5. Darzi Report Recommendations (To Follow)

Presentation by the Executive Director of Adult Social Care, Health and Wellbeing and NHS Director for Sefton

6. Children and Young People Plan Consultation Feedback (Pages 23 - 68)

Report of the Executive Director of Adult Social Care, Health and Wellbeing and NHS Director for Sefton

7. Sefton Combating Drugs Partnership - Annual Update (Pages 69 - 80)

Report of the Director of Public Health

8. Health Inequalities Funding (To Follow)

Report of the Executive Director of Adult Social Care, Health and Wellbeing and NHS Director for Sefton

9. Ratification of Better Care Fund Quarter 2 (Pages 81 - 98)

Report of the Executive Director of Adult Social Care, Health and Wellbeing and NHS Director for Sefton

10. Section 75 Agreement (Pages 99 - 242)

Report of Executive Director of Adult Social Care, Health and Wellbeing and NHS Director for Sefton

11. Sub-Group Updates (To Follow)

Report of the Director of Public Health

This page is intentionally left blank

THIS SET OF MINUTES IS NOT SUBJECT TO "CALL-IN"

HEALTH AND WELLBEING BOARD

MEETING HELD AT THE COMMITTEE ROOM - BOOTLE TOWN HALL, TRINITY ROAD, BOOTLE, L20 7AE ON 11 SEPTEMBER 2024

PRESENT: Councillor Moncur (in the Chair) (Sefton Council)

Councillor Doyle (Sefton Council), Councillor Roscoe (Sefton Council), Andrew Booth (Sefton Advocacy), Deborah Butcher (Sefton Council), Janine Hyland (Every Child Matters Forum), Margaret Jones (Sefton Council), Phil Porter (Sefton Council), John Turner (Healthwatch, Sefton) and Angela White (Sefton CVS)

7. APOLOGIES FOR ABSENCE

Apologies for absence were received from Sarah Alldis (Sefton Council), Risthardh Hare (Sefton Council), Paul Holden (Merseyside Police) and Neil Holland (Liverpool University Hospitals NHS Foundation Trust).

8. MINUTES OF PREVIOUS MEETING

RESOLVED:

That the Minutes of the meeting held on 5 June 2024 be confirmed as a correct record.

9. DECLARATIONS OF INTEREST

No declarations of any disclosable pecuniary interests or personal interests were received.

10. EMOTIONAL HEALTH AND WELLBEING BOARD

The Board considered a verbal update by the Director of Public Health on the Emotional Health and Wellbeing Board.

The Board was informed of the ongoing work regarding the Emotional Health and Wellbeing Board's terms of reference, future meetings and targets.

The Board discussed future collaborations.

RESOLVED:

That the update be noted.

11. PSYCHOLOGICAL SUPPORT OFFER FOLLOWING SOUTHPORT INCIDENT ON 29TH JULY 2024

The Board received a presentation by the Executive Director of Adult Social Care, Health and Wellbeing and NHS Director for Sefton which updated Members on the Psychological Support offer following the Southport Incident on 29th July 2024.

The presentation covered:

- Psychological support response
- Cheshire and Merseyside Psychological Support Plan Following a Major Incident
- Psychological Support Activation
- Phase 1 Immediate Response 0-28 Days
- Phase 1 Response 0-28 Days – Cohort, Resources, Community Support and Workforce Support
- Phase 2 and 3 Response 28+ Days

The Board discussed resilience, support offered to schools and long-term impacts.

RESOLVED: That

(1) the presentation be noted; and

(2) all staff and agencies involved in the ongoing support be thanked.

12. CHILD POVERTY STRATEGY

The Board considered the report of the Executive Director of Operations and Partnerships which provided an update on the progress and next steps of the Sefton Child Poverty Strategy by reporting on the following:

- A brief overview of the child poverty strategy's goals, priorities, and suggested actions.
- A review of progress using the accountability framework.
- Overview of findings and recommendations of the LGA Health in All Policy Team (July 2024).
- Discussion on arrangements for implementation, governance, and monitoring.
- A communications plan to raise the profile of the Child Poverty Strategy.

The Board discussed the importance of poverty proofing and multi-agency working.

RESOLVED:

That the report be noted.

13. PUBLIC HEALTH ANNUAL REPORT 2023/24

The Board considered the report of the Director of Public Health that provided information about the 2023/24 Public Health Annual Report microsite on childhood immunisation in Sefton.

A draft version of the microsite was presented which included advice, informational videos, case studies and helpful information.

The Board emphasised the importance of vaccinations and discussed the challenges facing the UK vaccination programme.

RESOLVED: That

(1) the feedback from the Board be noted ahead of the launch of the microsite; and

(2) the collaborative work and identified key stakeholders included in the task and finish group be noted.

14. SUB-GROUP UPDATES

The Board considered the report of the Director of Public Health which presented a summary of activity from the five identified sub-groups and sought approval for the Better Care Fund 2024-25 Quarter One Template.

The report also outlined a summary of activity from the Combatting Drugs Partnership and changes to pharmacies in Sefton. This was activity since the last report received by the Board on 5 June 2024.

The Board discussed the impact of vaping on young people.

RESOLVED: That

(1) the updates from the five identified subgroups and Combatting Drugs Partnership be noted;

(2) the changes to Pharmacies in the area be noted; and

(3) the Better Care Fund 2024-25 Quarter One Template be approved.

This page is intentionally left blank

Sefton Council

Report Title Here

Date of meeting:	4th December 2024
Report to:	Sefton Health & Wellbeing Board
Report of:	Integrated Care Team & Data into Action Update
Wards affected:	All Sefton Wards
Exempt/confidential report:	No
Contact Officer:	Pat McGuinness
Tel:	07400993377
Email:	Pat.mcguinness@merseycare.nhs.uk

Purpose / Summary of Report:

To provide an update on the vision and next steps in relation to the Integrated Care Team Programme and also the Data into Action Programme with a particular emphasis on Enhanced Case Finding.

Recommendation(s)

Health & Wellbeing Board members asked to note the work undertaken thus far and key next steps.

This page is intentionally left blank

Sefton Partnership

NHS
Mersey Care
NHS Foundation Trust

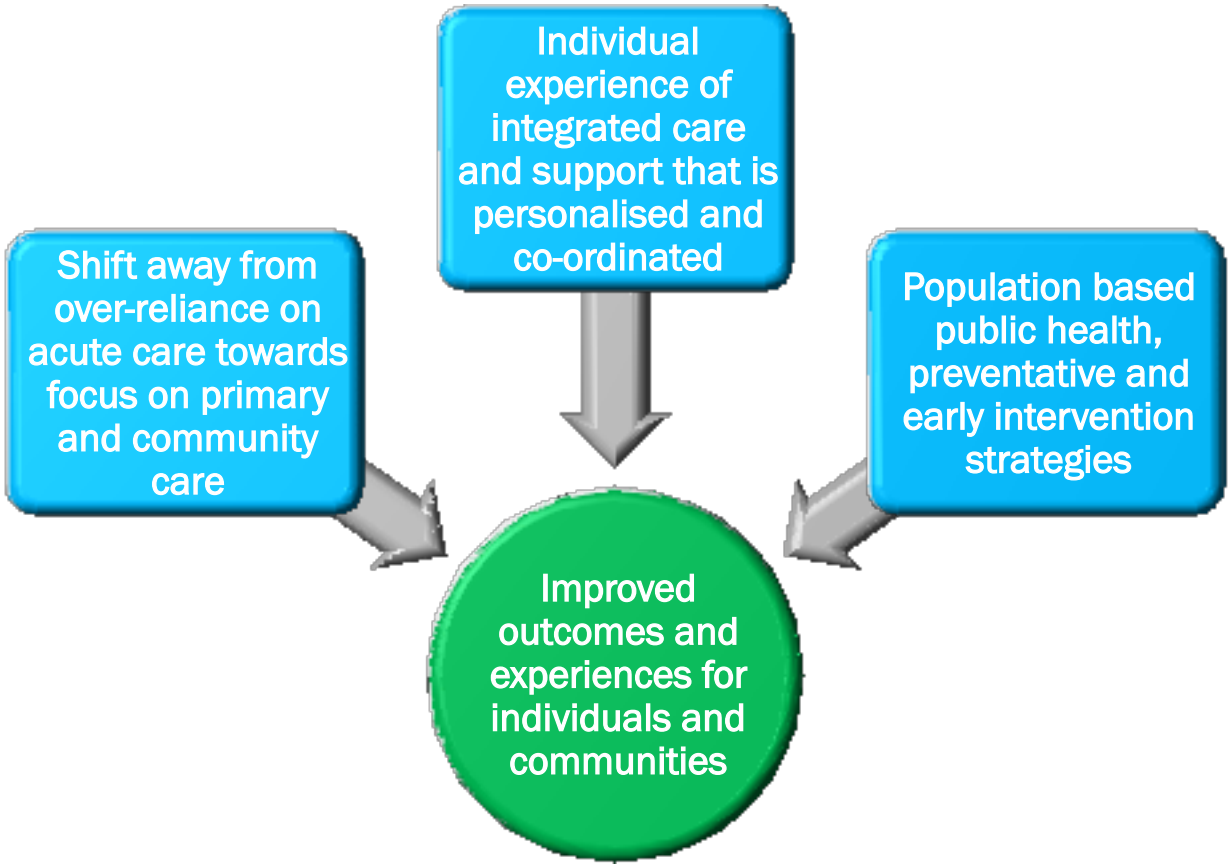
Integrated Care Teams & Data Into Action Update

Health and Wellbeing Board
Sefton Place
4th December 2024.

Pat McGuinness | Associate Director of Integration, Transformation & Partnerships

Dave Warwick | Network Integration Lead, Liverpool Place & Sefton Place

ICT Vision and Objectives

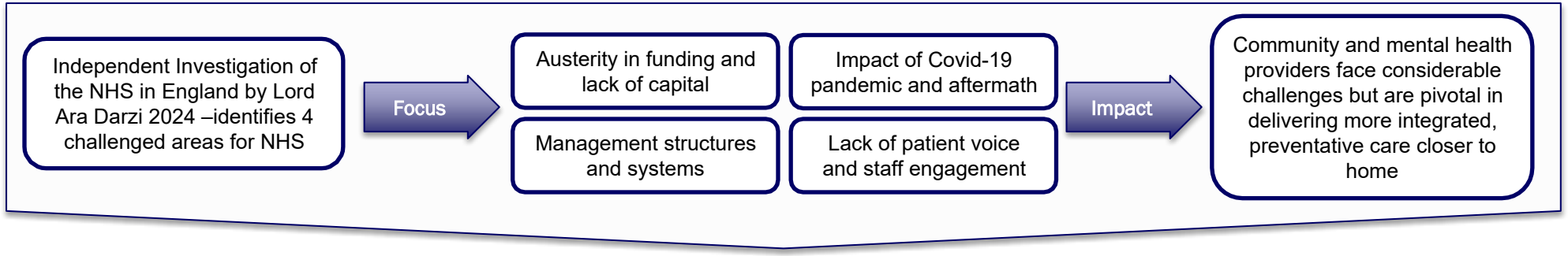


Our vision is to delver a local integrated support offer to help enable the ambitions of local Health & Wellbeing Strategies

Our aspiration will be to create a culture of cooperation and coordination between health, social care, public health, other local services and the third sector

Our ultimate aim is to improve the outcomes and experiences of individuals and communities

Integrated Neighbourhood Teams Support NHS 10-year Plan



From hospital to community

- Integrated Care Teams (ICTs) provide a community-based approach to managing complex needs and long-term conditions in community settings
- Proactive care approach reduces avoidable conditions and exacerbations leading to emergency admissions

From treatment to prevention

- Using population health intelligence and working with NHS providers, Local Authorities, voluntary sector and community groups to focus on prevention approaches with targeted communities to reduce longer term needs
- Side by Side approach to support patient co-production, alongside staff insight and workforce development

From analogue to digital

- Using CIPHA and enhanced case finding approach to support proactive care and early interventions
- Use of technology to improve access and booking
- Enabling and empowering patients through online support, virtual appointments and telehealth

ICT Model of Care

Case Identification → Holistic Assessment → Personalised Care and Support Planning → MDT Working → Co ordinated Care → Interventions and Support

Person with multiple needs

Network of Support
Carer, family, neighbour, community

Very High (0.5%)
High (4.5%)
Medium (15%)
Low (80%)

1 Multifactorial identification
a. Trusted professionals
b. Risk Stratification
c. Wider integrated care team flag

Admin, BI & corporate

3 Wider specialists and MDT

Social prescriber
Nurse
GP
Housing
ICT
OT/ physio
Mental health
Social Care
Care coordinator

Community resources

EVENT

Integrated system response to needs

5

2 Network based dedicated core members of ICT

Core skills of the ICT

- Strength/ asset-based assessments
- Multi-disciplinary planning
- Care coordination
- Enable and link with communities
- Self-management

Integrated and timely anticipatory system response

- Rapid response and reablement
- Community team and medical support
- Self and remote monitoring
- Equipment and adaptations
- 24hr/ night care
- Step-up care
- Care Homes in-reach teams (EHCH)

4 Harnessing community resources

- People, family and communities
- Website and self-help tools
- Community based services
- Volunteer network

Integrated Neighbourhood Teams Support NHS 10-year Plan

Integrated Care Team: Core MDT Members

MDT **core** members are primarily from Health and Social Care and take responsibility for the functioning of the MDT and are present at each weekly/bi weekly MDT meeting.

- **ICT Care Coordinator**
- **ICT Administrator**
- **GP – As required**
- **Social Worker**
- **Mental Health Practitioner**
- **Community Matron**
- **District Nurse**
- **Allied Health Professional**
- **Voluntary Sector**

Integrated Care Team: Extended MDT Members

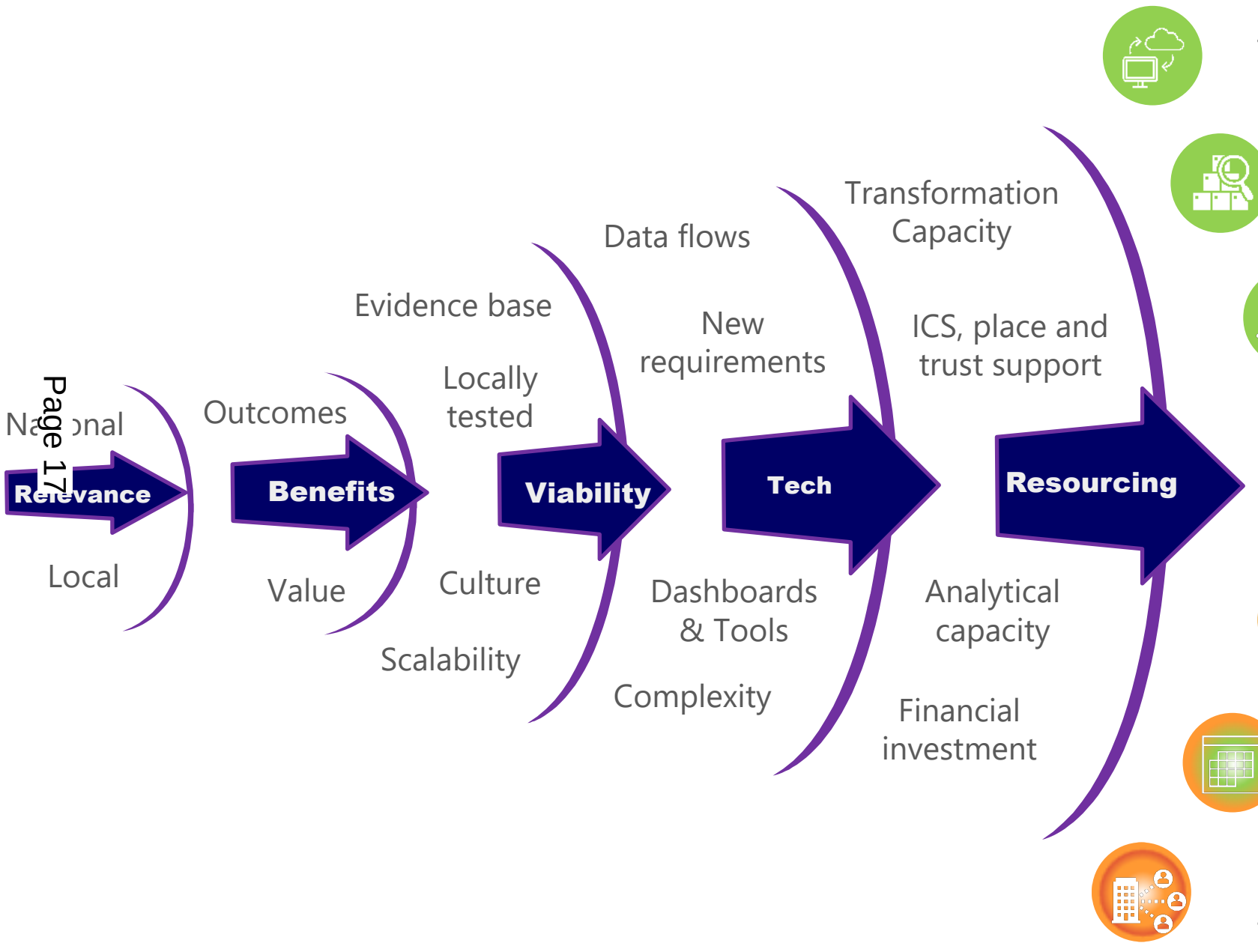
MDT extended members attend MDT meetings to discuss individual patients where specialist or ad hoc input would benefit the patient/service user/family. We also have clear pathways in place.

Community Geriatrician	Safeguarding	Dietician	Medicines Management
Palliative Care	Care Home Staff	Speech & Language	Employment Support
Tissue Viability	Police	Occupational Therapy	Equipment Services
Housing Association	Fire Service	Physiotherapy	Hoarding Services
Learning Disabilities	Department of work & Pensions (Pilot)		Life Rooms
Health & Wellbeing Trainer	Children's Services (Transition)		Bladder & Bowel
Longmoor House	Dementia Care Navigators		ICRAS

Integrated Care Teams and Proactive Case Finding

1. ICT Model of Care
2. DIA Impact & Feasibility Priorities
3. Specialist Targeted Work
   - Frailty, Deprivation & 50% Emergency admission risk
   - High Intensity Users (HIU) of Emergency Services
4. Potential Future Work
   - Admission risk while on in-patient waiting list/s
   - Care Home focus
   - High Intensity Users (HIU) of Emergency Services
5. Public Health Priorities – cancer screening data dashboard and waiting list data

DIA Impact & Feasibility = Priorities



Telehealth – LTC Remote monitoring

Specialist Targeted – proactive searches of vulnerable cohorts

Medicines Optimisation – optimising resources and reducing risk

Waiting List Tool – profiling and supporting patients to better effect

Community Care Teams – MDT approach supporting at risk cohorts

QOF risk stratification – prioritising cohorts for earlier annual reviews

Complex Households – reducing fragmentation and duplication

Working Criteria: ICT Enhanced Case Finding

Phase 1 November 23

- Aged 65+
- 3+ LTCs
- High GP & AED usage
- 50% AED attendance risk 6-months
- IMD 1

Place	Phase 1
Liverpool	15
Sefton	29
Summary	44

Phases 2 & 3 April - October 24

- Aged 65+
- 50% AED attendance risk 6-months

Place	Phase 2	Phase 3
Liverpool	84	105
Sefton	27	141
Summary	111	246

Phase 4 – HIU November 24

- Aged 18+
- Liverpool: 35+ AED attends in prev 12-month
- Sefton: 14+ AED attends in prev 12-months

HIU Proposal	
Liverpool	34
Sefton	83
Summary	117

High Intensity Users

Cheshire and Merseyside Health and Care Partnership

Data Into Action

Population Explorer Tool

Demographics

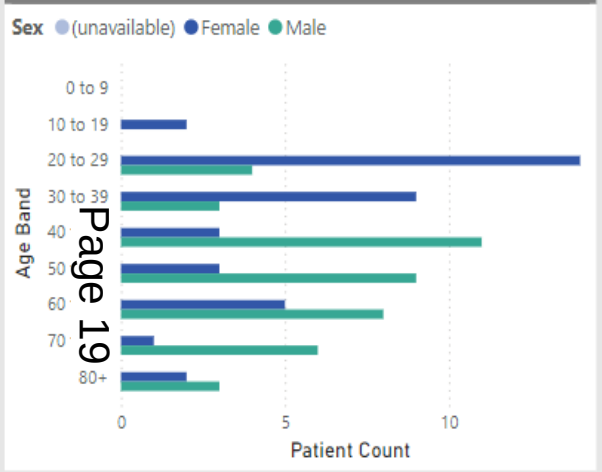
NHS

2,550,379	83	0.00%
TOTAL POPULATION	SELECTED POPULATION	% OF POPULATION

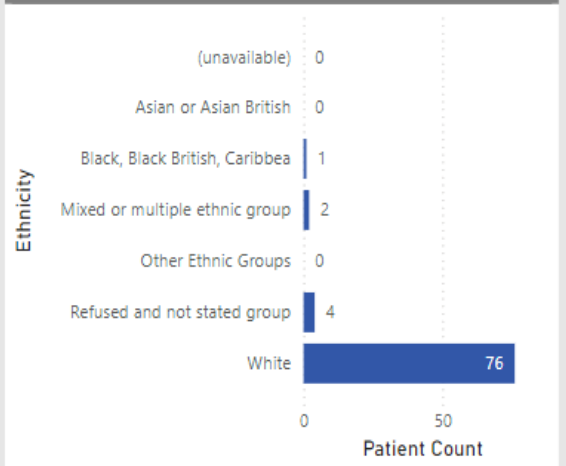
Show Filters | Clear Filters | Filters Applied

Show patient count view | Show % view | Show rate per 100k view

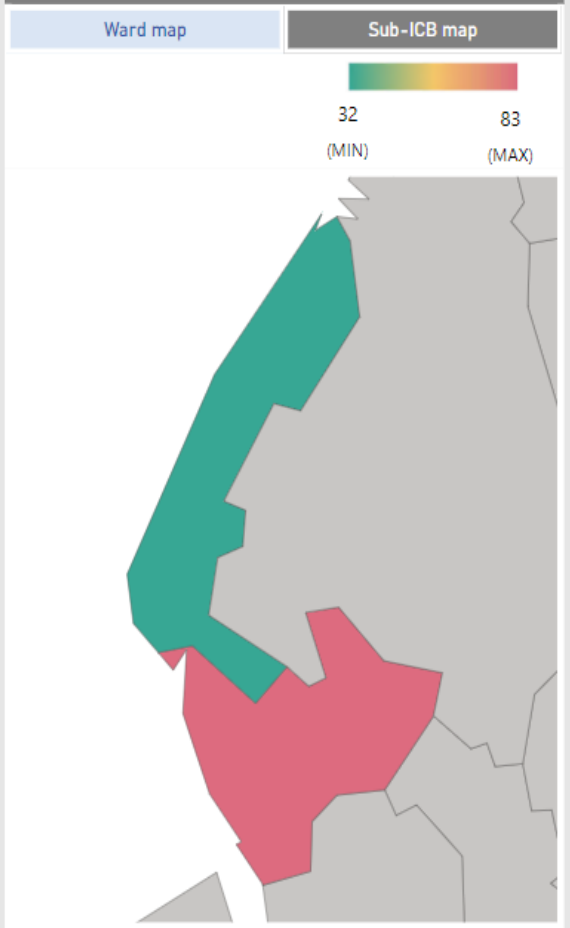
PATIENT COUNT BY AGE BAND & SEX



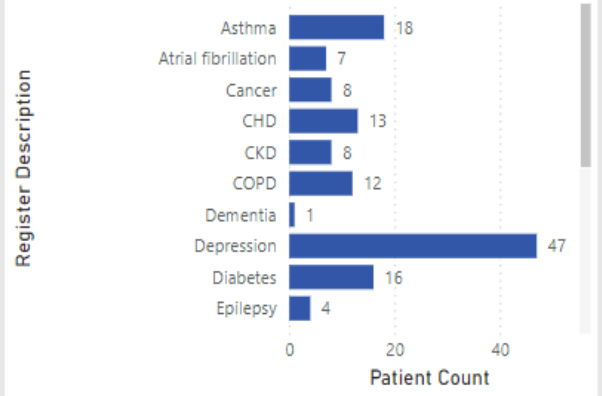
PATIENT COUNT BY ETHNICITY



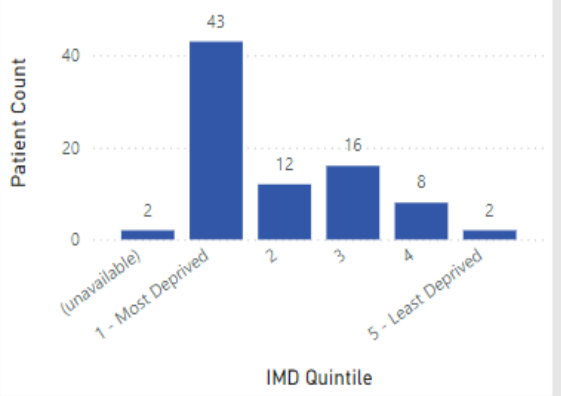
DISTRIBUTION OF THE SELECTED POPULATION



PATIENT COUNT BY QOF LTC



PATIENT COUNT BY IMD QUINTILE



Run by: david.warwick@merseycare.nhs.uk on 15/11/2024 12:12 | V2.4.2 | Data last refreshed: 14/11/2024 13:02

Graphnet

- Aged 18+
- 14+AED attends
- 83 residents in Sefton meet this criteria

Last 12- months: Cumulative activity

- 1,873 AED attends (Max 3).
- 1,340 111 Queries (Max 329)
- 2,130 999 Calls (Max 264)
- 11,709 GP encounters (Max 815).
- 1,158 NEL LoS (Max 125)

Next Steps and Considerations (1)

- Sefton Partnership Board approved the vision and importance of Integrated Care Team/Team 100 (Integrated Locality Teams) development on the 13th November 2024.

- Agreed Next Steps:
  - Undertake baseline review of current model (activity, outcomes, experience of users, performance, gaps, voices of people who currently use the services etc) November – end of February 2025
  - Develop Maturity Matrix and Integrated Care Locality / Neighbourhood Development Plan (2025- 2027)
  - Align with Local Authority Locality (neighbourhood) planning arrangements once external focus stakeholder engagement and focus agreed
  - Utilise any opportunities for additional funding that may become available as a result of NHS 10-year Plan focus on neighbourhoods
  - Re-establish the Sefton Place Operational Delivery Group which will be part of the refreshed governance arrangements. This is in hand. We also need to establish the formal link with the ICT programme and the Better at Home Programme so this can be in place as soon as possible, once this is in place and governance is right ICT Strategic group can be stood down after the next planned meeting.

Next Steps and Considerations (2)

- Proactive Case Finding: Focus on High intensity users of general practice and urgent and emergency care (in support of C&M Recovery Plan) commencing November 2024.
- Continued support to embed ICTs within the Locality across Sefton Place.
- Embed ICTs, as a hosted service, within Sefton Place (Community Care Division).
- Support the design and delivery of Integrated Locality Teams in Sefton Place (NHS Plan) via newly established system governance routes
- Consider how we can use learning from Sefton and Liverpool Places to support the development of Integrated Neighbourhood Teams in other Places within the MCFT footprint and what resources are required.
- Consider establishment of internal MCFT steering group to support further development of neighbourhood working and Trust role as anchor organisation.

This page is intentionally left blank

Report Title: Here	Children and Young People's Plan Consultation Feedback		
Date of meeting:	4th December 2024		
Report to:	Sefton Health & Wellbeing Board		
Report of:	Jayne Vincent, Consultation and Engagement Lead		
Portfolio:	Strategic Support		
Wards affected:	All		
Is this a key decision:	~~Yes~~ / No	Included in Forward Plan:	~~Yes~~ / No
Exempt/confidential report:	~~Yes~~ / No		

Summary:

The Children and Young People's Partnership Board has agreed to update the Children and Young People Plan, and an extensive consultation has taken place between February and May 2024. This report provides information on the key findings of the consultation.

Recommendation(s):

(1) To note the report.

(2) To consider the findings when developing Strategy, policy, and commissioning intentions.

1. The Rationale and Evidence for the Recommendations

1.1 Sefton Council has just updated its Corporate Plan which sets out our ambitions for Sefton for 2024 – 2027. One of our top priorities is for Sefton to be an inclusive, child friendly borough where children and families thrive. To support this aim, it was agreed to update our Children and Young People's Plan.

1.2 The Children and Young People's Partnership Board is leading on updating the Children and Young People's Plan, considering the longer-term impact of the Covid-19 pandemic and Brexit and the current cost of living crisis. It was agreed that there was a need for a

three-year plan for all children, young people, and their families in Sefton, focussing on what is important to them.

1.3 The Children and Young People's Partnership Board agreed to keep the themes Heard, Happy, Healthy and Achieving but agreed to add the theme of Safe. The following seven proposed priority areas were identified, which were consulted upon.

1) Ensuring that children are safe, and that we protect those at risk of harm.

2) Strengthen families and build resilient communities.

3) Placing children and young people at the core of the decisions we make about them.

4) Getting the most out of life by through play, leisure, culture, and sporting activities.

5) Protect children and young people from discrimination and advance equality and opportunity for all.

6) Reduce health inequalities and support families to live healthy lifestyles.

7) High aspirations, opportunities and achievement for all children and young people.

2. The Consultation Process

2.1 It is really important that the voice of the child and young person is at the centre of the Children and Young People Plan and we worked very closely with the Primary and Secondary Associations of Headteachers, the Strategic Youth Voice Steering Group, the voluntary, community and faith sector, our workforce, and our local communities.

2.2 The partners helped us to design the consultation materials, facilitated engagement sessions and distributed materials. They helped us engage children and young people so that we can understand what makes them happy and unhappy, what they are doing to keep healthy, what they are proud of and their hopes for their future, the things that make them feel safe and unsafe and if they are listened to and if not, how that makes them feel. We also asked our adult population and people who work or support children and young people for their views too.

2.3 The consultation and engagement process took place from the 12th February until 10th May 2024. It included a wide range of methods including the SHOUT survey for children and young people aged 8 - 19 years (25 years for those with SEND), an online public survey, an engagement workbook, observations in early years settings, stakeholder briefings and presentations to partnership boards, a dedicated social media campaign and a video promoting the consultation, involving children and young people.

During that period, we engaged with:

- 3,102 responses to the SHOUT survey, from 56 schools and colleges.
- 91 children and young people attended two SEND Youth Conferences.
- 69 children and young people completed the engagement workbook, including young carers, Buddy-Up, youth service.
- 133 children and young people took part in surveys and research for cared for and care experience.
- 712 wellbeing and involvement observations of pre-school children.
- 239 responses to the public survey.
- Over 200 views of the consultation video.

3. Summary of the Consultation Results.

3.1 The following are key messages from the SHOUT survey and all the consultation and engagement activity:

- Children and young people feel safe at home and younger children value a supportive family. They also feel safe when doing leisure activities. They feel less safe when alone, in the dark, in the park and more police presence and better street lighting would help. Some older young people - 28% of 12 – 16-year-olds and 26% of 17+ also don't feel safe on public transport.
- A significant number of children and young people said that they have experienced some form of bullying – verbal, physical and online; 23% of 8 – 11 years olds had experienced some form of bullying and 53% said that it makes them unhappy or sad. Over 38% of children and young people aged 12 – 16 years have experienced verbal bullying and 15% have experienced physical bullying and 24% online bullying, whilst nearly 43% of young people aged 17+ said that they have experienced verbal bullying, with less experiencing online (24%) and physical bullying (20%).
- Approximately two-thirds of people who completed the public survey feel satisfied that Sefton is a place for children and young people to grow up in and live and is a place that is welcoming and inclusive to all children and young people and 53% believe Sefton is a place where people get on well together. Children and young people also reported that they like where they live as they are near friends, the shops, and the park. They say that being with family and friends makes them happy.
- Children and young people are largely positive about the involvement in life decisions and feel listened to, but there are a group who feel that their contributions are not acted upon. They feel annoyed, sad, angry, upset and unhappy if they are not listened to. Involving people with lived experience and including the voice of the parent and carer is important.
- A significant number of children and young people take part in exercise or sports and they like having fun and being active and join leisure and social activities to socialise. In the public survey, a significant number of respondents feel that there should be more free and inclusive activities and investment in parks and 84% of the respondents to the public survey are concerned about the cost-of-living crisis. It is possible that the cost-of-living crisis is impacting on children and young people partaking in leisure activities.
- Sefton is a diverse borough with many communities with different needs and equality of access and opportunity is important to all. As mentioned, respondents to the public survey are very concerned about the cost-of-living crisis and say that this and household income,

and having a child with special educational needs or disabilities are reported as contributing factors to the inequity.

- Whilst the experience of bullying is high for children and young people, the incidents are higher for children and young people who are Non-binary, Fluid or Transgender; 65% said they have experienced verbal bullying and a higher number of people have experienced both online and physical bullying, implying possible hate crime.
- Of the children and young people who said they don't feel safe on public transport, whilst a smaller number are male, 31% of 12 – 16-year-olds and 34% aged 17+ are female. For children and young people who are Non-binary, Fluid or Transgender, this is higher, with 43% of 12 – 16 years old and 41% 17+ saying they don't feel safe, implying possible hate crime.
- In the public survey, a cross-cutting theme was emotional and mental health and accessing support, with 73% being concerned about children and young people's emotional health and wellbeing and 74% concerned about accessing support. Mental health and wellbeing services was identified as the main gap when asked about the priorities.
- The cost-of-living crisis is a concern for children and young people aged 12+, with 20% of 12 – 16 years and 38% of 17+ say that the cost-of-living crisis is affecting their mental health/emotional wellbeing.
- In the public survey, there are reports that family circumstances may be having an impact on family members and children and young people's mental health and emotional wellbeing. Timely access to a diagnosis and low intensity mental health support for neurodivergent children and young people is important. Talking to someone they trust can help but waiting times for talking therapies is too long.
- Some members of the public and people who work with children and young people are concerned about the waiting times for health services, including dentists, GP's, and hospital appointments, with feedback referring to the long waiting lists having an impact on children and young people, school attendance and family life.
- On school days, 76% of 8 – 11-year-olds always eat breakfast and lunch and 20% eat lunch but not breakfast. As children become older more of them skip breakfast with 40% of 12 – 16-year-olds saying that they eat lunch but not breakfast. Notably, 11% of 12 - 16-year-olds don't eat either. Just under half (48%) of 12 – 16-year-olds and over half (52%) of 17+ report they regularly eat junk food.
- Half of children and young people aged 12 – 16 years and 41% of young people aged 17+, say that body image causes them anxiety and is affecting their mental health and emotional wellbeing.
- On average, 58% young people aged 12+ feel anxious and worry about tests and exams and 57% of respondents to the public survey are also concerned about tests and exams and the impact on children and young people. There are also a cohort of children and young people who say that attending school and college affects their mental health and wellbeing; 38% of 12 – 16-year-olds and 28% 17+, respectively.
- Approximately two thirds (65%) of children and young people aged 8 – 16 years are hopeful about the future, but they are also worried (41% of 8 – 11-year-olds) and anxious (56% of 12 – 16-year-olds) too.
- Children and young people have many achievements and are proud of these, and 80% children and young people aged 12 – 16 years and 84% aged 17+ have a plan for the future. Preparation for adulthood, managing money, being able to live independently and affordable housing are essential to support this.
- A key findings report is attached at Appendix 1 and this is also supported by a full suite of annex reports/documents.

4. Feedback

4.1 The findings of the consultation and engagement were presented to the Children and Young People's Partnership Board in August 2024 and will be used to help develop the updated Children and Young People's Plan and Action plan. The findings can also be used to support the development of other corporate and partner strategies and plans.

4.2 A presentation on the Key Findings has also been given to the Strategic Youth Voice Steering group, the SEND Co-production Group, and the Corporate Equality Group.

4.3 The findings have been used as part of the Southport Recovery Profile.

4.4 Sefton Communications Team are providing support to design some feedback materials for children and young people and other stakeholders.

4.5 Information will also be available on the Your Sefton Your Say Consultation Hub.

4.6 The findings and a You Said, We Did will be shared with children and young people at the SEND Youth Conferences in March 2025.

5.Future engagement.

5.1 Engagement with the Strategic Youth Voice Group will continue to ensure that the feedback materials are distributed. The Steering Group will also be considering how to monitor the engagement and youth voice against the priority areas and report to the Children and Young People's Partnership Board.

5.2 The programme for the Have Your Say Sefton youth voice group is already considering the findings and a recent engagement on transport and travel was informed by the findings from the SHOUT surveys with children and young people.

Financial Implications

No financial implication – consultation feedback

Legal Implications

No legal implication – consultation feedback

Corporate Risk Implications

No corporate risk implications – consultation feedback.

Staffing HR Implications

No staffing HR implications – consultation feedback

Conclusion

The extensive engagement that was carried out with the support of partners saw us engaging with 3395 children and young people and 239 members of the public and people who work with and support children and young people.

Developing the Children and Young People's Plan 2024 – 2027 will help us with the delivery of our Corporate Plan and it is important that we continue to involve children and young people as we develop and implement our Children and Young People's Plan.

The findings can also be used to support the development of other corporate and partner strategies and plans and commissioning intentions.

Alternative Options Considered and Rejected

Not applicable

Equality Implications: The equality Implications have been identified and will form part of the Equality Impact Assessment for the Children and Young People Plan.
Impact on Children and Young People: The consultation's focus was on child and youth voice and this informing the update of the Children and Young People Plan.
Climate Emergency Implications: The recommendations within this report will have a Neutral impact.

What consultations have taken place on the proposals and when?

(A) Internal Consultations

The Executive Director of Corporate Services and Commercial (FD.7856/24.....) and the Chief Legal and Democratic Officer (LD.5956/24....) have been consulted and any comments have been incorporated into the report.

(B) External Consultations

The focus of this report is the consultation findings for the consultation on the Children & Young People Plan.

Implementation Date for the Decision:

Following the meeting of the Sefton Health and Wellbeing Board.

Contact Officer:	Jayne Vincent
Telephone Number:	0151 934 3733
Email Address:	Jayne.vincent@sefton.gov.uk

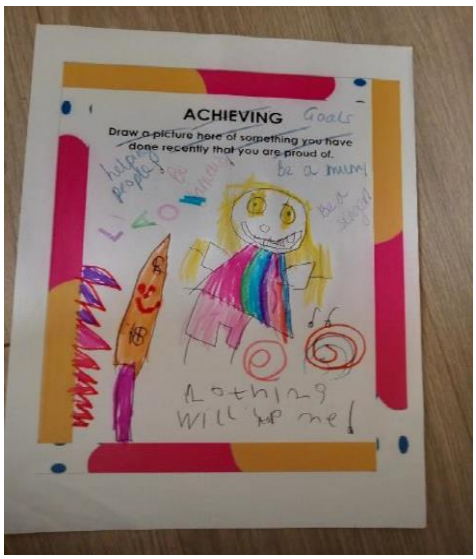
Appendices:

The following appendices are attached to this report:

CYPP Consultation – Key Findings September 2024.

Children and Young People Plan Consultation.

Feedback from the 2024 SHOUT survey and public consultation on the priorities for children and young people, in Sefton.



Final Report released: September 2024.

Jayne Vincent, Strategic Support, Sefton Council.

Forward by Cabinet Sponsor.

Sefton Council has just updated its Corporate Plan which sets out our ambitions for Sefton for 2024 – 2027. One of our top priorities is for Sefton to be an inclusive, child friendly borough where children and families thrive. To support this aim, we decided that we needed to update our Children and Young People's Plan.

The Children and Young People's Partnership Board is leading on updating the Children and Young People's Plan, considering the longer-term impact of the Covid-19 pandemic and Brexit and the current cost of living crisis. We want a three-year plan for all children, young people and their families in Sefton, focussing on what is important to them.

It is really important that the voice of the child and young person is at the centre of the Children and Young People Plan and we have worked very closely with the Primary and Secondary Associations of Headteachers, the Strategic Youth Voice Steering Group, the voluntary, community and faith sector, our workforce and our local communities. They have helped us engage children and young people so that we can understand what makes them happy and unhappy, what they are doing to keep healthy, what they are proud of and their hopes for their future, the things that make them feel safe and unsafe and if they are listened to and if not, how that makes them feel. We also asked our adult population and people who work or support children and young people for their views too.

The extensive engagement that was carried out to help us with our understanding saw us engaging with 3395 children and young people and 239 members of the public and people who work with and support children and young people. In addition, there were 712 wellbeing and involvement observations of babies and pre-school children carried out by the Early Years providers. We also wanted to use existing consultation findings, and this includes the children and young people with experience of care who had taken part in previous, relevant consultations, and we have included them in this report.

Developing the Children and Young People's Plan 2024 – 2027 will help us with the delivery of our Corporate Plan. We will build upon the many strengths that we have in Sefton, including our partnership working and the involvement of people with lived experience. As this is your plan, it is important that we continue to involve you as we develop and implement our Children and Young People's Plan and we look forward to your involvement as we work together. We believe that the consultation has been successful and would like to thank everyone who has taken part and supported us during this stage of the engagement process.

Councillor Diane Roscoe, Cabinet Member, Children, Schools, and Families.

Contents.

1. Executive Summary – Feedback from the Consultation and Engagement for the Children and Young People Plan.

This report provides the findings from the engagement process undertaken by Sefton Council and partners on the refresh of Sefton's Children and Young People Plan 2024 - 2027. The Council worked closely with partners of the Children and Young People's Partnership Board, the Strategic Youth Voice Steering Group and the Associations for Primary and Secondary Headteachers to plan and carry out a 13-week consultation and engagement programme with children and young people, members of the public and people who work with children and young people to help us focus on what's important and to be ambitious for children and young people of Sefton.

The Cabinet Sponsor, Cllr Diane Roscoe, Cabinet Member for Children, Schools and Families agreed that developing the Children and Young People Plan should have a strong emphasis on the voice of the child influencing the plan. It should also build upon what we already know from the Sefton Joint Strategic Needs Assessment and previous work and conversations. The Children and Young People's Partnership Board agreed to keep the themes Heard, Happy, Healthy and Achieving but agreed to add the theme of Safe. The following seven proposed priority areas were identified, which were consulted upon.

1) Ensuring that children are safe, and that we protect those at risk of harm.
2) Strengthen families and build resilient communities.
3) Placing children and young people at the core of the decisions we make about them.
4) Getting the most out of life by through play, leisure, culture, and sporting activities.
5) Protect children and young people from discrimination and advance equality and opportunity for all.
6) Reduce health inequalities and support families to live healthy lifestyles.
7) High aspirations, opportunities and achievement for all children and young people.

The consultation and engagement process took place from the 12th February until 10th May 2024. It included a wide range of methods including the SHOUT survey for children and young people aged 8 - 19 years (25 years for those with SEND), an online public survey, an engagement workbook, observations in early years settings, stakeholder briefings and presentations to partnership boards, a dedicated social media campaign and a video promoting the consultation, involving children and young people. Link to video.

Key messages from all the elements of the consultation and engagement process.

In total, 3395 children and young people and 239 members of the public and people who work with and support children and young people took part in the consultation. This includes the children and young people with experience of care who had taken part in previous, relevant consultation, that is included in this report. In addition, there were 712 wellbeing and involvement observations of babies and pre-school children carried out by the Early Years providers.

The following are key messages from the SHOUT survey and consultation and engagement activity:

Children and young people feel safe at home and younger children value a supportive family. They also feel safe when doing leisure activities. They feel less safe when alone, in the dark, in the park and more police presence and better street lighting would help. Some older young people - 28% of 12 – 16-year-olds and 26% of 17+ also don't feel safe on public transport.

A significant number of children and young people said that they have experienced some form of bullying – verbal, physical and online; 23% of 8 – 11 years olds had experienced some form of bullying and 53% said that it makes them unhappy or sad. Over 38% of children and young people aged 12 – 16 years have experienced verbal bullying and 15% have experienced physical bullying and 24% online bullying, whilst nearly 43% of young people aged 17+ said that they have experienced verbal bullying, with less experiencing online (24%) and physical bullying (20%).

This aligns to our proposed priority of ensuring that children are safe, and that we protect those at risk of harm.

Approximately two-thirds of people who completed the public survey feel satisfied that Sefton is a place for children and young people to grow up in and live and is a place that is welcoming and inclusive to all children and young people and 53% believe Sefton is a place where people get on well together. Children and young people also reported that they like where they live as they are near friends, the shops and the park. They say that being with family and friends makes them happy.

This aligns to our proposed priority to strengthen families and build resilient communities.

Children and young people are largely positive about the involvement in life decisions and feel listened to, but there are a group who feel that their contributions are not acted upon. They feel annoyed, sad, angry, upset and unhappy if they are not listened to. Involving people with lived experience and including the voice of the parent and carer is important.

This aligns to our proposed priority of placing children and young people at the core of the decisions we make about them.

A significant number of children and young people take part in exercise or sports and they like having fun and being active and join leisure and social activities to socialise. In the public survey, a significant number of respondents feel that there should be more free and inclusive activities and investment in parks and 84% of the respondents to the public survey are concerned about the cost-of-living crisis. It is possible that the cost-of-living crisis is impacting on children and young people partaking in leisure activities.

This aligns to our proposed priority of getting the most out of life by through play, leisure, culture, and sporting activities.

Sefton is a diverse borough with many communities with different needs and equality of access and opportunity is important to all. As mentioned, respondents to the public survey are very concerned about the cost-of-living crisis and say that this and household income, and having a child with special educational needs or disabilities are reported as contributing factors to the inequity.

Whilst the experience of bullying is high for children and young people, the incidents are higher for children and young people who are Non-binary, Fluid or Transgender; 65% said they have experienced verbal bullying and a higher number of people have experienced both online and physical bullying, implying possible hate crime.

Of the children and young people who said they don't feel safe on public transport, whilst a smaller number are male, 31% of 12 – 16-year-olds and 34% aged 17+ are female. For children and young people who are Non-binary, Fluid or Transgender, this is higher, with 43% of 12 – 16 years old and 41% 17+ saying they don't feel safe, implying possible hate crime.

This aligns to our proposed priority to protect children and young people from discrimination and advance equality and opportunity for all.

In the public survey, a cross-cutting theme was emotional and mental health and accessing support, with 73% being concerned about children and young people's emotional health and wellbeing and 74% concerned about accessing support. Mental health and wellbeing services was identified as the main gap when asked about the priorities.

The cost-of-living crisis is a concern for children and young people aged 12+, with 20% of 12 – 16 years and 38% of 17+ say that the cost-of-living crisis is affecting their mental health/emotional wellbeing.

In the public survey, there are reports that family circumstances may be having an impact on family members and children and young people's mental health and emotional wellbeing. Timely access to a diagnosis and low intensity mental health support for neurodivergent children and young people is important. Talking to someone they trust can help but waiting times for talking therapies is too long.

Some members of the public and people who work with children and young people are concerned about the waiting times for health services, including dentists, GP's, and hospital appointments, with feedback referring to the long waiting lists having an impact on children and young people, school attendance and family life.

On school days, 76% of 8 – 11-year-olds always eat breakfast and lunch and 20% eat lunch but not breakfast. As children become older more of them skip breakfast with 40% of 12 – 16-year-olds saying that they eat lunch but not breakfast. Notably, 11% of 12 - 16-year-olds don't eat either. Just under half (48%) of 12 – 16-year-olds and over half (52%) of 17+ report they regularly eat junk food.

Half of children and young people aged 12 – 16 years and 41% of young people aged 17+, say that body image causes them anxiety and is affecting their mental health and emotional wellbeing.

This aligns to our proposed priority to reduce health inequalities and support families to live healthy lifestyles.

On average, 58% young people aged 12+ feel anxious and worry about tests and exams and 57% of respondents to the public survey are also concerned about tests and exams and the impact on children and young people. There are also a cohort of children and young people who say that attending school and college affects their mental health and wellbeing; 38% of 12 – 16-year-olds and 28% 17+, respectively.

Approximately two thirds (65%) of children and young people aged 8 – 16 years are hopeful about the future, but they are also worried (41% of 8 – 11-year-olds) and anxious (56% of 12 – 16-year-olds) too.

Children and young people have many achievements and are proud of these, and 80% children and young people aged 12 – 16 years and 84% aged 17+ have a plan for the future. Preparation for adulthood, managing money, being able to live independently and affordable housing are essential to support this.

This aligns to our proposed priority of high aspirations, opportunities and achievement for all children and young people.

Key findings from the SHOUT survey.

Mind of My Own Ltd was commissioned to design three age-appropriate short surveys to gather feedback from children and young people aged 8 – 11, 12 – 16 and 17+.

Mind of My Own are leading experts in designing surveys for children and young people and have co-designed a question bank that can be accessed using the 'SHOUT' survey tool. The questions and surveys were accessible and easy to use. The surveys were in plain language and used icons and images. They were linked to Recite Me, which enables the child/young people to access the survey if they need the information in a different colour, font size, language etc.

For the SHOUT surveys, the language for the priorities was changed to be more accessible/appropriate to the age group.

At the request of the Association for Headteachers, a SHOUT Survey Guide (Annex 1) was developed to support schools, colleges and those working with children and young people to complete the survey.

This and information about the SHOUT surveys were shared to schools through the Education Portal at the beginning and regularly during the consultation period and the list of schools and colleges who took part can be found as Annex 2. It was also shared with colleagues and partners who work with children and young people not in education or training or who are educated at home and who are cared for or have experience, and there was an 'other' option for them to choose, if they didn't attend a school/college.

By the end of the consultation period, a total of 3,102 responses were collected from children across the borough:

8 – 11 age group - 487 responses
12 – 16 age group - 1530 responses
17+ age group - 1075 responses

How do you identify your gender?				
	8 – 11	12 – 16	17+	Totals
Female	255	1029	520	**1804**
Male	175	312	444	**931**
Rather not say	28	46	24	**98**
Non-binary	5	27	27	**59**
Trans male	2	23	10	**35**
Fluid	4	19	12	**35**
Trans female	1	9	11	**21**

SHOUT Survey – 8 – 11 age group.

- Responses to the question, 'How do you feel about the future?' ranked 'hopeful, excited and happy' in 1st, 2nd and 3rd position. Sad and angry were ranked 9th and 10th.

- This cohort ranked 'supportive family and friend's' as most important to them, with 'being safe' 2nd and 'having fun' 3rd

- Most of the children who responded usually travel by car (84.2%), with walking being the second most common mode of transport (54.8%).

- Notably, some children expressed feeling unsafe in specific situations such as when alone (54.9%) or when on public transport (16.0%).

- Bullying emerged as a significant theme in this cohort. Although 46.9% of children stated they had not been bullied, 23% reported currently experiencing bullying or having been bullied within the year.

- This theme was reflected by 52.8% of children choosing 'Bullying' as something that makes them sad or unhappy.

- 76% of children answered that on school days, they 'always eat breakfast and lunch'. 20% of children answered that they 'eat lunch but not breakfast' with only 1.4% answering that they 'do not eat either'.

SHOUT Survey – 12 – 16 age group.

- Responses to the question, 'How do you feel about the future?' showed a mixed outlook. The most common answers were 'Hopeful' (65.6%) and 'Anxious' (56.3%), with a greater selection of positive emotions than negative. 'Sad, unsafe and angry' ranked 8th 9th and 10th.

- This cohort classed 'having fun' as the most important thing to them however, 'being happy,' 'listened to', 'healthy' and 'safe' were all ranked highly along with having a supportive family/social network and being treated the same as others.

- When asked about what worries them, children identified 'Test or exams' (56.6%), 'Body image' (50.3%) and 'Attending school' (37.8), as the top three areas of concern. 'Sexuality/Gender identity', 'Climate Change' and 'Crime' were the least concerning, each receiving less than 10% of responses.

- When respondents were asked about the meals on a school day, 40% said that they 'eat lunch but not breakfast', a figure nearly equal to the 40.9% that eat both meals. Additionally, 11% of respondents are not eating 'either breakfast or lunch'.

- When asked about whether they had experienced bullying, 572 (38%) said that they had experienced verbal bullying (404 female), 354 (24%) online bullying and 221 (15%) physical bullying. Some young people who are trans, fluid and non-binary also say that they have experienced physical, verbal and online

bullying.

- When asked about where they feel unsafe, 418 (28%) feel unsafe on public transport: 324 of these were female, 33 male, 9 fluid, 9 non-binary, 12 Trans-males and 4 Trans-females.

- 298 (20%) say that the cost-of-living crisis is affecting their mental health/emotional wellbeing.

SHOUT Survey – 17+ age group.

- When identifying what impacts their emotional wellbeing, 'Test and Exams' was identified by 58.6% of children as the most common factor. This was then followed by 'Body image' (41.2%) and 'Cost of Living' (37.8%).

- This group ranked ‘having fun,’ ‘being happy,’ ‘being listened to’ and ‘being safe’ as their top 4 most important things.

- When asked about perceptions of safety in the local area, most respondents indicated they 'feel safe everywhere'. However, 'Public transport' was identified by 26.4% as an area of concern. This is a notable detail considering that 59.2% travel by 'Bus' and 23.1% by 'Train’. Of those who said they don’t feel safe on public transport, 177 are females, 57 males, 6 Fluid, 13 non-binary, 3 Trans-females and 3 Trans-males.

- Perceptions of involvement in life decisions was largely positive among this cohort. 80.7% of children answered with one of the two most positive answers: 'I am able to contribute' (49.6%), or 'My contributions are acted on' (31.1%). Less than 10% answered that they 'felt ignored’.

- A high percentage said they have experienced verbal / physical abuse (63%), pressure to do something they didn’t like (32%) and online bullying (24%). Some young people who are trans, fluid and non-binary also say that they have experienced physical, verbal and online bullying.

- Most young people (84%) have a plan for when they leave school and college, with 35% wanting to go to university, 19% getting a full-time job and 17% wanting to start an apprenticeship, with 13% doing some other form of training or travelling.

Whilst there were some differences about the priority areas for each group, the feedback from all three age-groups shows that the children and young people feel that the following is important to them.

1) Having fun.
2) Being happy.
3) Being healthy.
4) Being safe.
5) Being listened to.
6) Supportive family and friends.
7) Happy when they are older.

8) Being treated the same as others.
9) The world around them.

The SHOUT survey three age group reports and the SHOUT overview report can be found as Annexes 3 – 6.

Key findings from the Engagement Workbook.

As part of the Children and Young People Plan Consultation, an Engagement Workbook was designed by Sefton Youth Advisors and Sefton Council so that children and young people had another way to give their views. There was a Workbook Guide to support participation.

The Workbook had questions connected to the following themes:

- Heard.
- Healthy.
- Happy.
- Achieving.
- Safe.

It also included questions to find out which of the priority areas was most important and why these where important.

The Workbook was completed by 69 people from 7 different youth settings and groups and the key areas of feedback are:

- They feel ‘annoyed’, ‘sad’, ‘angry’ and ‘upset’ if they are not listened to. It makes them feel left out and anxious.

- Most people said they did some kind of exercise or sporting activity and some people said that they eat fruit and vegetables and drink water to keep them healthy.

- Being with friends made people feel happy the most and the thing that make people unhappy the most is when they are left out of things by other people.

- They like their house, and they live close to their friends. They like living close to a park and the shops. Some people said that they feel safe where they live, and the neighbours are ‘nice’.

- There are lots of achievements that people are proud off. Many connected to school and sports and leisure activities.

- Being with family, friends and pets are the main things that helps people to feel safe. They like being with people who care for them. They also feel safe when at home – in their bedroom or personal space.

- Attending leisure and social activities is also a place where they feel safe; SPACE was a place that was mentioned a few times.

- The main times when people said they are not safe are outside when it is dark or travelling on public transport when it is dark. Some people said they don't feel safe at school, in strange places and also when they are alone.

The feedback shows that the children and young people feel that the following is important to them. Two of them had the same number of responses, so they are joint-fourth.

Here is the order that people said was a priority:

1st Making sure that children are safe, and that we protect those at risk of harm.
2nd Helping families to be stronger.
3rd Protect children and young people from discrimination and improve equal opportunities for all.
4th Involving children and young people in the decisions we make about them.
4th Getting the most out of life through play, hobbies, culture, and sporting activities.
5th High hopes, opportunities and achievements for all children and young people.
6th Reduce differences in people's health and help families to live healthier lives.

A copy of the Workbook can be found as Annex 7. Key findings from the different groups/organisations who completed the Engagement Workbook.

Young Carers - 7 participants.

- They feel annoyed, sad, angry, upset, and anxious when they are not listened to.
- They walk, do different sports and physical activities, and eat apples and draw to stay healthy.
- Their pets make them happy. They like socialising with their friends and on the phone. They like doing physical activities and eating.
- People saying unkind words, being left out, getting sick and going to school makes them unhappy.
- They like the shops, the park, it is easy to get to school and the scenery.
- They are proud of handling and looking after animals and pets. Making things for other people, achieving at school and sports and creative activities.
- They feel safe with their parents and at home and being in school and feel unsafe at the bus-stop.

When asked why they choose their priority areas some of the things they said were:

"So, no children feel unsafe."

"Because young carers live in quite an unsafe world, so they need to be kept safe."

"I like helping people. I want them to be happy and strong.

Buddy-Up (young people aged between 13 and 18 who have additional needs and disabilities and are at risk of social isolation).

7 participants.

- If they are not listened to, they feel angry, annoyed, upset, sad, un-happy, isolated and it affects their mental health.
- To keep healthy, they take part in physical activity – walks, swimming, yoga, tai-chi, and dance. For their mental health they go on walks in nature, have pets, meet up with friends, talk to family and play on the PS4.
- Being with family and friends, going to Buddy-Up and doing activities, where they have support and an opportunity to be creative makes them happy.
- They feel unhappy when people are mean to them and when other people are unhappy.
- The like the area that they live because they feel safe, have good memories. They like their room in their house and the neighbours are kind.
- They would like to have driving lessons, get a job and go to university and some said that confidence and anxiety would stop them.
- They feel safe with family and friends and unsafe waiting in the dark and public transport in the dark.

When asked why they choose their priority areas some of things they said were:

“Because if you are making decisions about a young person they should be involved and they need to be involved in the decisions that you're making about them.

It's helping them feel safe and that they're protected from risk or harm.”

“It's good for children and young people to achieve high hopes, opportunities and achievements for all young people and children.”

“Because everyone has a right to an education and protection with families in a safe area.”

Dance (Netherton Activity Centre) -22 participants

- They feel sad, annoyed and anxious if they are not listened to.
- As well as dancing they do other sports and leisure activities and each fruit and vegetables to be healthy.
- Dancing, being with friends and family make them feel happy and arguing, people being mean, not listening makes them feel unhappy.
- They like living where they live because it is near friends, by a park and shops.
- In the future they would like to pass their GCSE's, be a dancer or play football and some said that this might not happen if they make mistakes, but many said that nothing would stop it from happening.
- They feel safe with family and friends or at dance and unsafe outside in the dark and in the park/North Park.

When asked why they choose their priority areas some of the things they said were:

"It is important that kids stay safe so families are not emotionally hurt and so kids don't get involved with the wrong people as it can ruin their future and safety."

"I think it's the most important because they talk about keeping children safe and helping the children who actually need help."

"Because everyone should be able to be included."

MYA SPACE - 14 participants.

- If people are not listening it makes them feel upset, angry and frustrated.
- To stay healthy they walk, dance, do PE in school, drink water and read.
- Spending time with family and seeing friends makes them happy and being at SPACE.
- Being bullied, left out and arguing cause unhappiness.
- They like where they live because they are close to their friends, the shops and the local community.
- In the future they want to be performers, actors, musician, and pass tests and GCSE's.
- Going to SPACE makes them feel safe, as does being at home (and in bed) and with family and friends.
- They don't feel safe at school, in crowded places and outside on the street, in Derby Park and the Strand.

When asked why they choose their priority areas some of the things they said were:

"Protecting our youth paves way for a new generation of individuals to make a genuine impact politically, socially and culturally on our communities. Ensuring the youth that are involved in viscous cycles are given the tools to dream and make decisions and have a voice is valuable, especially in this climate. The youth are our

future and our present. Thanks to Brian McCann (Drama and Music Youth Arts Coordinator), we all have bright futures ahead of us."

"I think that these are important because helping families and making children feel safe but honestly, I agree with every single one of them."

"So children can have a voice and they can have fun."

SEND Youth Conference (from school pupils) - 7 participants.

- They feel annoyed, sad and left out if they are not listened to.
- Football, PE and playing outside keeps them healthy.
- Doing sports, performing, being with friends makes them happy and littering and dis-respecting each other and diseases like cancer, inequality, seeing people upset makes them unhappy.
- Having sport and leisure activities and the beach are things they like about where they live.
- Being a footballer, a singer and making sure everyone feels equal is a goal.
- Being with family, friends and having someone to talk too helps them feel safe and they don't feel safe when out at night and when alone.

When asked why they choose their priority areas some of the things they said were:

"Helping families because some families might not have a great relationship. Because it could help us access a community. Protecting those at risk of harm because it could be stopped and it can all end and if not done, whoever can build their mental health up. "

"It's important for people like me to be recognised. Without equality, people miss out on things that they might enjoy, like sports, cheerleading etc. Achievements help people to be recognised and they feel like they have a place in the world, especially for them."

Summerhill School pupils - 4 participants.

- If they are not listened to, they feel sad, anxious and angry. Teachers and pets listen the most.
- Walking, sports, eating apples and water keeps them healthy.
- Pet dogs and learning times-tables makes them happy and being attacked and people annoying them makes them unhappy.
- They like where they live because of their parents and pet.
- Family, pets, being at home and in school makes them feel safe and going to strange places makes them feel unsafe.

When asked why they choose their priority areas some of the things they said were:

"To stay safe. To keep healthy and It's important to learn."

“To protect people, so people don't get sick.”

Youth Service - 8 participants.

- They feel sad, angry and annoyed if they are not listened to.
- To keep healthy they dance, do exercise, eat and sleep.
- Sleeping, horse-riding, achieving things makes them happy and being woken up and getting out of bed and losing at things makes them unhappy.
- Family and friends, the Strand and Town are reasons why they like where they live.
- They would like to see friends more, be an actor and travel the world and the things that might stop them are money, not studying, laziness and anxiety.
- They feel safe with family and friends and youth staff but don’t feel safe at school, when it’s dark, on public transport, the Strand and the beach.

When asked why they choose their priority areas some of the things they said were:

“People around us need to be safe and happy whenever we go in our environment.”

“To build a better community and make an impact.”

“People should get opportunities.”

Key findings from SEND Youth Conferences.

Annually, there are two SEND Youth Conferences organised by the SEN and Inclusion Policy Development Officer, with the support from Alder Hey Hospital, Edgehill University, Royal Air Force, Hugh Baird College, Southport College, Sefton Adult Social Care (Transitions Team), Mersey Care and Sefton’s Special Educational Needs & Inclusion Team.

The conferences are held over two days: one for primary aged children and young people and another for secondary schools and colleges. The Sefton SEND Youth

Conference for primary aged pupils took place on the 12th of March 2024 and a total of 11 primary schools attended bringing 44 pupils.

The are invited to express their views on the themes:

- Happy.
- Healthy.
- Heard.
- Achieving.

The Sefton SEND Youth Conference for students between the ages of 11 – 25-year-olds took place on the 19th of March 2024. A total of 47 secondary and college students attended on the 19th of March from 9 settings.

They were asked to consider and express their views on the four Preparation for Adulthood outcomes of:

- Education/Employment.
- Good health and wellbeing.
- Community inclusion.
- Independent living.

A full report has been written, which is attached as Annex 8. Below are some of the key findings.

Primary Conference.

Healthy and heard.

This session was run by Edge Hill University and Alder Hey Hospital.

Alder Hey received feedback from the children relating to reasonable adjustments. The children felt that when they went into hospital, they felt scared. Things that would help them would be sensory toys and lights and having things to do in the waiting areas to improve the waiting.

Edge Hill University focus was to share and discuss the Support rights-based standards for children having tests, treatments, examinations and interventions. There was discussion during the activity about experiences the children had had in health care settings and what their rights are. The children's work will directly inform the creation of a symbol-based version of the standards which we are working with Inclusion Ireland and Children in Hospital to create.

An additional activity asked the children to write to the doctors and nurses on a postcard to share what makes them feel safe when they come to hospital and post this in the post-box. The children enjoyed this activity, and many messages and pictures were shared. These will be collated and shared with health professionals.

Happy.

- Family members, pets, holidays and friends are some of the things that make them happy, and they know they are happy because they smile, laugh, relax and have a warm, peaceful feeling inside.

- Some of the reasons they are happy in school is because of the lessons, they see friends, doing things well and learning something new.

- Some of the reasons they are happy in their community is they can walk with their friends or pets, visiting the shops, Crosby Marina and Crosby Library. They like to play sports and take part in activities.

- They said that the things they do to move from sad to happy include, playing sports, play with friends, watch video games, listen to music, talk to parents or a teacher.

- When asked what else they would like in Sefton to make them happy, some answers were, more parks and green spaces and youth clubs, free activities or things that don't cost a lot of money and more litter bins.

Achieving.

- Sports and physical activities are goals for some children and other children aspire to have jobs such as a police officer, a bus driver, a gamer on YouTube, a teacher or teaching assistant, an artist, running their own businesses and going to space!

- School and education also feature as goals for some children. They want to be good at their timetables, keep going to school and getting better at reading.

- The things that would stop them from achieving their goals is age, someone else stopping them and Some children also said that nothing would stop them from achieving their goals. Several children also displayed some self-awareness through their answers, in that they acknowledged that they had a short attention span, over think things, or can get distracted, and these may act as a barrier.

- Some of the things they are proud of are having a longer attention span, learning new skills and helping others which included delivering a presentation to peers on ADHD to help raise awareness of the condition, giving money to a homeless man, helping nan to fix the washing machine, and buying a gift for baby sister.

Secondary Conference.

Good health and wellbeing.

The focus was again to share and discuss the Support rights-based standards for children having tests, treatments, examinations and interventions. The young people were asked to use some specially developed Velcro boards to help us understand how the statements from the standards could be written more accessibly using symbols. The young people engaged really well with the boards, helping to identify how the statements could be improved to be more accessible. The content the young people helped to develop will directly inform the creation of the symbol-based version of the standards which we are working with Inclusion Ireland and Children in Hospital to create.

Community Inclusion.

This session focused on the topic of 'preparing for adulthood' and was based around the future goals and aspirations of the young person, their perception of being an adult and what this meant to them.

- There was a high volume of individuals who wished to live more independently and/or find some form of employment. Many individuals mentioned job roles such as the police or bus drivers.

- A common theme was also surrounding the desire to contribute towards maintaining the environment.

Achieving.

- Sport and physical activities were goals for some young people, including going to the gym, playing football and being a professional footballer, swimming, and dancing.

- Some young people also aligned their goals to schoolwork and doing their GCSE's and tests and getting good grades, as well as going to college or university.

- Having a career was an aspiration for some young people – joining the SAS/Marines, being a gardener, a police officer, a nurse, an actor, and a singer were some of the careers that the young people said they wanted to do.

- Life-skills were important for some young people – being able to live on their own and making money to support themselves was important.

- Providing support for others was a goal for some young people, including, raising awareness and equality of wheelchair users and setting up a walking group.

- Several young people said that nothing would stop them from achieving their goal and some young people also had a sense of self-awareness – they

acknowledged that being lazy and not being motivated may stop them from achieving their goals, as would not working hard enough and giving up. Awareness that medical conditions may also prevent them from achieving their goal was also mentioned and being stressed and worried may prevent them from achieving their GCSE's.

- Not having support was also identified as something that might prevent young people from achieving their goals. Having access to transport and lifts, other siblings (so support is limited) and parents not thinking it a good idea, were all things mentioned by young people. Not having enough money was also identified as a barrier.

- Many young people expressed that they are proud of things connected to school, to achievements at sport and physical activities and some were more personal, like cleaning their room and getting over nightmares.

Feedback from cared for and cared experienced young people.

Children and young people who are care for or have care experience were given the link to the public survey to complete and to avoid consultation fatigue, the Children's Social Care Participation Officer has provided recent feedback from relevant consultation and engagement activity that children and young people have been asked to take part in.

From reviewing these reports, the following information can provide an insight into what children and young people who are cared for/have care experience think about the thematic areas and priorities of the proposed Children and Young People Plan.

The Pledge Survey is conducted annually over two age groups – 5yrs to 9yrs and 10yrs plus. The survey has been in place since 2009 and gives the Council the opportunity to take a 'temperature check' of the experiences of children and young people in relation to the support and services we provide for them. From the 2023 Pledge Survey, the 5 – 9-year-olds:

- Said they feel safe and cared for where they live now.
- All young people who responded said they get help to keep themselves healthy.
- 94% of young people said they get help to take part in things they enjoy doing.

From the 2023 Pledge Survey for the 10 - 17 age group, of the respondents:

- 100% of young people said they feel safe where they are living.
- 94% of young people said they feel their successes are celebrated with 91% saying they are supported to take part in their interests and hobbies.
- 92% of young people said they have regular health and dental checks with 91% saying they receive enough information to stay healthy.

- 80% of young people said they were involved when decisions about which family members they could have contact with, with 81% saying if they could not have contact with someone it was explained to them why.
- 89% of young people said they feel involved when decisions are made about their care and that their opinions are listened to, with 84% saying they feel their thoughts and ideas are acted on.
- 70% of young people said they feel they live close to friends and family who are important to them.
- 48% of young people said they get a choice in the time, place and who is invited to their review.

Young People from the Making a Difference Group took part in the 2023 Care Experienced Survey. From the findings, the following relate to the thematic areas:

- 96% of young people said they have a smartphone and 82% of young people said they have internet access from home.
- 93% of young people said they are aware of local services to support their physical and mental health with 82% saying they feel they receive enough support to make good choices about their health.
- 75% saying they felt safe in their home and neighbourhood. 64% of young people felt they had a choice where to live with only 29% saying they feel there are enough housing choices.
- 79% of young people feel in control of the decisions that affect their life.
- 75% of young people said they feel confident making a health appointment with 68% saying they feel their physical and mental health are prioritised.
- With regards to Education, Employment and Training, 71% of young people said they feel they have enough practical support to access EET whereas only 61% said they feel they receive enough financial support.
- 50% of young people said they are involved with putting together their pathway plan with only 46% saying it meets their needs and only 29% saying they have a copy of their pathway plan.

Children and young people took part in the Cheshire & Merseyside's Integrated Care Board's **mental health consultation**. They had a focus group in February 2024 and the following information is taken from the feedback report.

What works well with children and young peoples' mental health services?

- The group had a lot of discussion around mental health support in schools and the community. Positive experiences included speaking to a trusted mentor / teacher in school, who they have a good relationship with and who can give advice when needed.
- Young people felt that talking was beneficial and that young people should have one or two close people who they trust and can speak to about anything they are worried about, whether that is a friend, family member, teacher, or other support worker. Some young people thought this was more helpful then trying to speak to a stranger such as a counsellor.

What could be better and how to improve?

- The young people's experiences of therapy were mostly related to CAMHS; all young people agreed that the waiting times to access support were too long…. waiting times to get through to someone on the phone were too long and made them feel like their issue didn't matter.
- Support needs to start earlier, and a lot more needs to be invested in things such as anxiety and low mood before it reaches crisis point.
- Young people suggested more could be done in school to support children and young people's mental health. Suggestions included having chillout rooms or a safe place to be able to retreat to without getting trouble and having calming music played in corridors and public spaces.
- The group also suggested there should be better appointment times to suit them.
- Young people said they would rather go to somebody they know and trust instead of contacting a service, although sometimes they would want it to be anonymous particularly if they were feeling very down or embarrassed.

What helps your mental health?

- Things the group felt helped them with their mental health included, listening to music, taking part in hobbies, going outdoors and being in nature, particularly in the summer. Young people agreed there was a difference in their mood between summer and winter months – their mood being lower in the winter with less opportunity to get outdoors.
- The group also agreed physical activity helped to improve their mood… Young people commented that when you look and feel good physically, this improves your mental health and how you feel about yourself.
- The group agreed it was good to have a routine with a regular bedtime / wake up time.

Barriers when accessing mental health support services?

- Some young people said that they have been too nervous to approach somebody when they need help. They also didn't access mental health services because they don't trust the service and don't feel safe. This is often due to experiences with other professionals and being let down previously. One young person said, "If a social worker isn't listening, it makes you think that nobody will listen."
- All young people in the group have experience of being Cared For. They said they often feel different and are treated differently by other adults and their peers. The young people said they sometimes feel judged, and this is a barrier to opening up about their mental health as they feel misunderstood.

Children and young people who are care experienced aged 16+ also took part in a consultation about **serious violence** in September 2023. From the findings the following insight relates directly to the Children and Young People Plan thematic areas and priority areas:

What does it take for you to feel safe?

a) More police on the streets.

Some of the group felt that more police presence on the street would make them feel safer as it may deter people from committing violence however most of the group said they had a lack of trust in the police force and would not feel confident if they contacted the police that anything would be done.

b) Better Housing options.

Some of the groups are living independently; they felt there were ‘pockets’ of violence across the borough. Young people felt that there was more social housing in areas with violence (such as Bootle, Seaforth, Litherland) than what they described as more affluent areas (such as Southport, Birkdale) Some of the group, have had to move from an area they grew up in to get their own property and added that they imagine other young people would be scared moving communities. The group agreed more focus needs to be on placing care experienced young people in areas that were safer or where they felt more comfortable. Young people acknowledged that areas may have less violence but if young people are not used to being in that area, they may still feel vulnerable.

c) Better street lighting.

Young people said there is lighting, and streetlights are no longer as bright. Young people said they feel vulnerable when walking the streets after dark and said they feel safer in the summer than they do in the winter. The young people commented that the area around Stanley Road is particularly poorly lit. The young people said they avoid parks and isolated places after dark, stick to main roads and use the longer way around to feel safer at night. One young person said there is a field between her house and her parents but will not walk across it after dark and goes the long way around. One young person said their parents worry about where they are living and their safety (young person lived alone).

Early years observations.

The child’s voice in the Early Years (0-5) is best captured through observation and during interactions with familiar adults. Skilled practitioners assess children’s well-being using verbal and non-verbal methods. One of the tools that we promote to Early Years Educators is the Leuven scales of well-being and involvement.

Happy, Heard, Healthy, Achieving:

Well-being and Involvement are considered essential dispositions for learning. Observing children through this lens can tell us about their readiness to learn, interact and engage and therefore **achieve** their potential. Children who present at the highest level on the scales would be present as **happy**, they are likely to have their physical and emotional needs met and therefore be **healthy.**

The scales do not consider the product of a particular activity but how the child presents during the process. The child does not have to have acquired spoken language; therefore, this tool can be used during observations of the youngest children in the borough to ensure that all are **heard**.

Early Years Educators use their observations to determine where children best fit within the scales of wellbeing and involvement as detailed descriptors below. This provides an assessment of an individual child. The data can be further analysed to look at cohorts of children in particular groups, classes, schools/settings. Collating this information can give some insight into how children are presenting across the borough. This information can be used to plan an appropriate approach to addressing any concerns for children individually and at a class, school/setting/ service level.

Implementing Leuven Scales of Well Being in Sefton:

Ferre Laevers Conference:

As part of project and funding the Early Years Service are really pleased that to have been able to organise for Professor Ferre Laevers who developed the Leuven scales to come to Sefton and deliver a session to our Early Years Workforce including schools, settings, and Early Help staff. This took place on 24th January 2024, and it generated a lot of excitement amongst the sectors! This reinforced key messages that has previously been shared with schools and settings as part of the SSTEW programme (Sustained Shared Thinking and Emotional Well-being.) The tables below demonstrate a small-scale sample of data that we collected following the Ferre Laevers conference and the SSTEW project. This provides data to give us a snapshot of how the youngest children in Sefton may communicate their ‘voice’ through their presentation of wellbeing involvement when accessing an Early Years setting. This demonstrates our commitment to capturing the ‘Voice’ of some of our youngest children.

Responses were gained from 3 PVI (Private Voluntary Independent) settings, 2 school/maintained nurseries and 5 reception classes.

- Data for children under 2 was shared by 1 setting.
- Data for children aged 2 was shared by 1 setting.
- Data for nursery aged children aged 3 and 4 was shared by 4 settings.
- Data for reception aged children was shared by 5 schools covering 6 classes.

The total number of children in the observations was 350 for wellbeing and 362 for involvement. The tables below summarise the scores.

Wellbeing Results:

Wellbeing Level	Percentage of children presenting at each level %
1 Extremely Low	1
2 Low	7
3 Moderate	19
4 High	50
5 Extremely High	23

Involvement Results:

Involvement Level	Percentage of children presenting at each level %
1 Low activity	2
2 Frequently interrupted activity	8
3 Mainly continuous activity	26
4 Continuous activities with intense moments	48
5 Sustained intense activity	16

Limitations:

There are limitations of this data. Children's involvement and wellbeing can vary depending on the activity, day, physical factors such as being hungry or tired etc. There is reliance on practitioner knowledge and judgement of each child for this exercise and therefore there is a degree of subjectivity. The returns we have received is a small sample and the service aims to increase this to give a more accurate overview. There is also a need to ensure representations from different geographical areas and types of settings including Private, Voluntary, and independent settings, schools, and childminders.

This approach will continue to be promoted across the sector. The aim is to work with colleagues in other Children's Services team to explore how this could contribute to assessments such as Early Help as a further indicator of a child's 'voice'.

Feedback from the public survey.

An online survey for members of the public and people who work/support children and young people was available from the 12th February – 10th May 2024. There was also a hard copy survey available that was in easy read and was web accessible. This was available at libraries and town halls across the borough. It was available to post out to people if required and a phone line was available if anyone wanted to complete it over the telephone. No requests to complete the survey over the telephone were received.

In addition, the members of the Sefton Strategic Youth Voice Group promoted it to their colleagues, networks, and members of the public and posters were designed that were displayed in community buildings and distributed to family wellbeing

centres, partner organisations and youth settings and organisations to be displayed. Information about the survey was also promoted on the Education Portal and on the Council's intranet and on social media.

There were 239 responses to the survey. Twenty-six of these were hard copy surveys, the rest being completed online.

The questionnaire was themed around the following areas:

- Sefton as a place for children and young people to grow up and live.
- Sefton as a place that is welcoming and inclusive to all children and young people.
- Health and wellbeing.
- Safety and online safety.
- Education and preparation for adulthood.
- Engagement and participation.
- The proposed priority areas and gaps.
- Barriers to achieving the priority areas.

The equalities questions were optional for respondents.

Overall Headlines.

A full consultation report can be found as Annex 9 and Annex 10 (graphs) and the Easy Read version of the report as Annex 11. From a review of the both the quantitative data and the comments received, there are some cross-cutting themes. A summary is as follows:

- There is recognition that the borough has some great places – beaches, coastline, schools, parks and green spaces and communities and the borough has potential to be an ever-greater place for children and young people. Over two-thirds of people feel satisfied that Sefton is a place for children and young people to grow up in and live and that Sefton is a place that is welcoming and inclusive to all children and young people. Over half are satisfied that people get on well together.

- Some respondents recognise that Sefton is a diverse borough and said that activities and services are not equitable across the borough and where people live, and their circumstances may prevent equality of opportunity. Respondents are very concerned about the cost-of-living crisis and this and household income, and having a child with special educational needs or disabilities are reported as contributing factors to the inequity.

- A cross-cutting theme was emotional and mental health and accessing support, and mental health and wellbeing was also identified as the main gap in the priority areas. Respondents are concerned about not having timely access to services and early access to low intensity support and mental health support for neurodivergent children and young people. It was identified that family circumstances may be having an impact on family members and children and young people.

- In addition to mental health support, respondents are concerned about the waiting times for health services, including dentists, GP's, and hospital appointments, with feedback referring to the long waiting lists having an impact on children and young people, school attendance and family life.

- Support for children and young people with SEND was highlighted. In addition to inclusive services, activities and opportunities, feedback was in connection to poor identification and assessment processes, a lack of knowledge and training, education provision, better playgrounds and activities, mental health support, support for parents and carers and services working better together.

- Over half of the respondents are concerned about children and young people being active and being able to meet friends. Free/affordable leisure and youth activities is something that many respondents said is needed for children and young people in Sefton, so they have somewhere to go and something to do, without costing money. There should also be more youth clubs and inclusive activities which should also include children with additional needs and older young people. Some respondents also said it was important to renew and invest in parks and open spaces.

- Respondents are concerned about the tests and exams for children and young people. Preparation for adulthood and supporting children and young people to prepare for work and being able to access further education, training and local jobs and manage money are all areas of concern. Affordable housing and young people having somewhere to live is also identified as a concern.

- Respondents are concerned about safety for children and young people. This includes safety online and safety after dark. Community safety and anti-social behaviour are mentioned with reports that children and young people do not feel safe, particularly in parks. Respondents are also concerned about children and young people smoking cigarettes and vaping and alcohol and drug use. Some people said there should be more police on the streets.

- Over two thirds of respondents are concerned about children and young people being listened to and about them being involved in decisions that affect them. Some people who responded also felt that it was important to listen to children and young people and parents and carers. There were some reports that children and young people are not being listened to and it is important to listen to people with lived experience. Some people felt it was also important to listen to the voice of the parent and carer.

- Some people said that it was hard to rank the priorities and that they all should be a priority. Children being safe and protected was the number one priority, with the others all being identified as important. Mental health and wellbeing support was identified as the main gap in the priority areas.

- Lack of funding and resources was identified as the main barrier that would prevent the priority areas being implemented, with respondents identifying both national and local funding as a barrier, as well as allocation of money and resources. A lack of staff and staff turnover was also mentioned. Many of the

themes above were identified as barriers. Another barrier was not having enough post-16 provision.

The proposed priority areas and gaps.

There were 7 specific areas under the Proposed Priority Areas and gaps section. Respondents were asked to rank each on a 1-7 scale with 1 being 'most important' and 7 being 'least important'. The 7 priority areas can be ranked by level of importance as follows:

1. Making sure children are safe and protected.
2. Involving children and young people in the decisions we make about them.
3. Getting the most out of life through play, hobbies, culture, and sporting activities.
4. Equal opportunities for all children and young people.
5. Stronger families and communities.
6. All children and young people have hopes and can achieve what they want to achieve.
7. Helping families to be healthy.

Equality Monitoring Analysis.

An analysis of the responses to the equality monitoring questions has been undertaken to see whether there are any themes relating to equality issues and the protected characteristics. Most of the comments were general comments, not directly related to a protected characteristic.

There were 13 respondents who said that they were **cared for** by Sefton Council; 5 of these were aged under 18 and 1 aged 18 – 29 years old. There was also 13 people who said they had **care experience**, again different age groups. From an analysis of the comments received, no themes were identified.

Ninety-nine respondents said that they were a parent/carer and identified as having at least one **disability.** From a review of their comments, a theme they identify is a lack of household money, and the cost-of-living crisis are barriers for children and young people. Support for children and young people with SEND and inclusive services was also mentioned by some of the parents and carers.

Feedback from People First Merseyside.

People First Merseyside is a self-advocacy organisation run by and for people with learning disabilities. Eleven members of People First Merseyside completed the public survey but also sent some feedback on the priorities they chose and why they are important.

Education.

- Education is important - People with LD and or Autism can be educated just in a different way, we all want to achieve.
- Most people in our group think they have not got or ever had a social worker but attended special schools.
- We feel it's best to be attending an integrated school - We can build friendships that will last, it's much better than being banged up.
- It's important to be monitored to ensure you are attending school - "I was a problem when I was at school, I was disruptive, and they did not notice when I did not attend."
- We need one to one support in schools. Specialist training for teachers - We want more concentrated learning and more specialist teachers.

Social Care.

- People should get an assessment as early as possible – because the earlier and better your assessment makes it easy to develop as a person.
- Family and carers should not have to resort to paying for our education and participation in the community - it's important to find the stuff that works for us, and I'll learn at my own pace.
- Most people in our group think they have not got or ever had a social worker but attended special schools – it's important we have our own information that we can understand. It's important to ensure people have a named social worker they can contact.
- More Respite necessary - might have to go into care if the family breaks down.
- Family's need more support - if we get the right support, we can achieve anything.

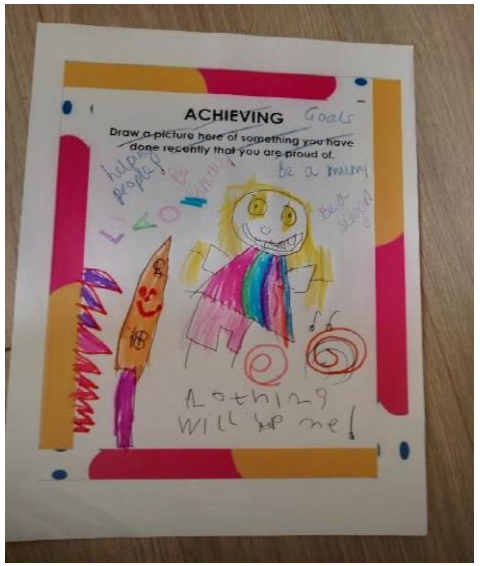
Voice.

- All children no matter the age should be involved and be listened to – children should be involved.

Annexes:

Annex 1	SHOUT Survey Guide
Annex 2	List of schools/colleges who took part in the SHOUT survey 2024.
Annex 3	SHOUT survey report 8 – 11 years
Annex 4	SHOUT survey report 12 – 16 years
Annex 5	SHOUT survey report 17+ years
Annex 6	SHOUT survey overview report
Annex 7	Engagement Workbook.
Annex 8	SEND Youth Conferences 2024 report
Annex 9	Children & Young People Plan public survey consultation report
Annex 10	Children and Young People Plan public survey graphs (annex)
Annex 11 -	Children and Young People Plan public survey easy read consultation report

Children and Young People Plan – Key messages from the consultation feedback on the priorities for children and young people, in Sefton.

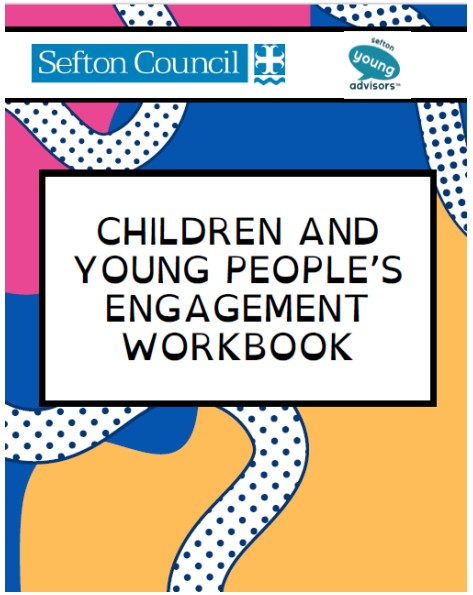


Consultation response.

In total there were:

3,102 responses to the SHOUT survey, from 56 schools and colleges.

91 children and young people attended two SEND Youth Conferences.



70 children and young people completed the engagement workbook, including young carers, Buddy-Up, youth service.

133 children and young people took part in surveys and research for cared for and care experience.

712 wellbeing and involvement observations of pre-school children.

239 responses to the public survey.

Over 200 views of the consultation video.

Children and young people feel safe at home and younger children value a supportive family. They also feel safe when doing leisure activities. They feel less safe when alone, in the dark, in the park and more police presence and better street lighting would help. Some older young people - 28% of 12 – 16-year-olds and 26% of 17+ also don't feel safe on public transport.

A significant number of children and young people said that they have experienced some form of bullying – verbal, physical and online; 23% of 8 – 11 years olds had experienced some form of bullying and 53% said that it makes them unhappy or sad. Over 38% of children and young people aged 12 – 16 years have experienced verbal bullying and 15% have experienced physical bullying and 24% online bullying, whilst nearly 43% of young people aged 17+ said that they have experienced verbal bullying, with less experiencing online (24%) and physical bullying (20%).

This aligns to our proposed priority of ensuring that children are safe, and that we protect those at risk of harm.

Approximately two-thirds of people who completed the public survey feel satisfied that Sefton is a place for children and young people to grow up in and live and is a place that is welcoming and inclusive to all children and young people and 53% believe Sefton is a place where people get on well together. Children and young people also reported that they like where they live as they are near friends, the shops and the park. They say that being with family and friends makes them happy.

This aligns to our proposed priority to strengthen families and build resilient communities.

Children and young people are largely positive about the involvement in life decisions and feel listened to, but there are a group who feel that their contributions are not acted upon. They feel annoyed, sad, angry, upset and unhappy if they are not listened to. Involving people with lived experience and including the voice of the parent and carer is important.

This aligns to our proposed priority of placing children and young people at the core of the decisions we make about them.

A significant number of children and young people take part in exercise or sports and they like having fun and being active and join leisure and social activities to socialise. In the public survey, a significant number of respondents feel that there should be more free and inclusive activities and investment in parks. 84% of the respondents to the public survey are concerned about the cost-of-living crisis. It is possible that the cost-of-living crisis is impacting on children and young people partaking in leisure activities.

This aligns to our proposed priority of getting the most out of life by through play, leisure, culture, and sporting activities.

Sefton is a diverse borough with many communities with different needs and equality of access and opportunity is important to all. As mentioned, respondents to the public survey are very concerned about the cost-of-living crisis and say that this and household income, and having a child with special educational needs or disabilities are reported as contributing factors to the inequity.

Whilst the experience of bullying is high for children and young people, the incidents are higher for children and young people who are Non-binary, Fluid or Transgender; 65% said they have experienced verbal bullying and a higher number of people have experienced both online and physical bullying, implying possible hate crime.

Of the children and young people who said they don't feel safe on public transport, whilst a smaller number are male, 31% of 12 – 16-year-olds and 34% aged 17+ are female. For children and young people who are Non-binary, Fluid or Transgender, this is higher, with 43% of 12 – 16 years old and 41% 17+ saying they don't feel safe, implying possible hate crime.

This aligns to our proposed priority to protect children and young people from discrimination and advance equality and opportunity for all.

In the public survey, a cross-cutting theme was emotional and mental health and accessing support, with 73% being concerned about children and young people's emotional health and wellbeing and 74% concerned about accessing support. Mental health and wellbeing services was identified as the main gap when asked about the priorities.

The cost-of-living crisis is a concern for children and young people aged 12+, with 20% of 12 – 16 years and 38% of 17+ say that the cost-of-living crisis is affecting their mental health/emotional wellbeing.

In the public survey, there are reports that family circumstances may be having an impact on family members and children and young people's mental health and emotional wellbeing. Timely access to a diagnosis and low intensity mental health support for neurodivergent children and young people is important. Talking to someone they trust can help but waiting times for talking therapies is too long.

Continued…

some members of the public and people who work with children and young people are concerned about the waiting times for health services, including dentists, GP's, and hospital appointments, with feedback referring to the long waiting lists having an impact on children and young people, school attendance and family life.

On school days, 76% of 8 – 11-year-olds always eat breakfast and lunch and 20% eat lunch but not breakfast. As children become older more of them skip breakfast with 40% of 12 – 16-year-olds saying that they eat lunch but not breakfast. Notably, 11% of 12 - 16-year-olds don't eat either. Just under half (48%) of 12 – 16-year-olds and over half (52%) of 17+ report they regularly eat junk food.

Half of children and young people aged 12 – 16 years and 41% of young people aged 17+, say that body image causes them anxiety and is affecting their mental health and emotional wellbeing.

This aligns to our proposed priority to reduce health inequalities and support families to live healthy lifestyles.

On average, 58% young people aged 12+ feel anxious and worry about tests and exams and 57% of respondents to the public survey are also concerned about tests and exams and the impact on children and young people. There are also a cohort of children and young people who say that attending school and college affects their mental health and wellbeing; 38% of 12 – 16-year-olds and 28% 17+, respectively.

Approximately two thirds (65%) of children and young people aged 8 – 16 years are hopeful about the future, but they are also worried (41% of 8 – 11-year-olds) and anxious (6% of 12 – 16-year-olds) too.

Children and young people have many achievements and are proud of these, and 80% children and young people aged 12 – 16 years and 84% aged 17+ have a plan for when they leave school/college. Preparation for adulthood, managing money, being able to live independently and affordable housing are essential to support this.

This aligns to our proposed priority of high aspirations, opportunities and achievement for all children and young people.

Next Steps

- Report has been presented to the Children and Young People's Partnership Board in August and the Public Engagement and Consultation Panel in November.
- Use the consultation findings to help update the Children and Young People Plan 2024 – 2027 and linked to the Corporate Plan.
- Develop infographics using the feedback from children and young people.
- Develop materials to feedback the findings to children and young people and other stakeholders.
- Using the information to support the Southport Recovery Profile.

Report Title: Sefton's Combating Drugs Partnership – Annual Update

Date of meeting:	Wednesday 4th December 2024		
Report to:	Health and Wellbeing Board		
Report of:	Director of Public Health		
Portfolio:	Cabinet Member - Health and Wellbeing		
Wards affected:	All		
Is this a key decision:	No	Included in Forward Plan:	No
Exempt/confidential report:	No		

Summary:

This report will provide an annual update on the progress of Sefton's Combating Drugs Partnership (SCDP). It will include an overview of the partnership's development and its achievements in relation to national milestones.

Recommendation(s):

1. The Health & Wellbeing Board to note the content of the report and the progress made by the Partnership this year.

2. The Health & Wellbeing Board to continue to strengthen the Partnership by recommending participation of any further key members.

1. The Rationale and Evidence for the Recommendations

Local governance structures require the Health and Wellbeing Board to have oversight and reporting from the Sefton Combating Drugs Partnership via the Senior Responsible Owner.

Quarterly updates are provided as part of the sub-committee report to the Board and an annual report will be submitted.

2. **Financial Implications**

There are no financial implications.

3. Legal Implications

There are no legal implications.

4. Risk Implications

There are no risk implications.

5. Staffing HR Implications

There are no staffing HR implications.

6. Conclusion

No risks to report.

Alternative Options Considered and Rejected

None.

Equality Implications: There are no equality implications. The CDP will focus on addressing inequalities as identified in the JSNA. It acknowledges that the greatest impacts of substance misuse are experienced in our most deprived communities.
Impact on Children and Young People: The National 10-Year Drugs Plan, alongside the local delivery plan, is designed to support young people and families most at risk of substance use or criminal exploitation. It focuses on coordinating early, targeted interventions to reduce harm within families, ensuring that support is tailored to the specific needs of individuals and families, while addressing the underlying causes of risk.
Climate Emergency Implications: The recommendations within this report will have a neutral impact. The operation of the CDP does not generate additional impacts on the climate emergency

What consultations have taken place on the proposals and when?

(A) Internal Consultations

The Executive Director of Corporate Services & Commercial (FD.7860/24.....) and the Chief Legal and Democratic Officer (LD.5960/24....) have been consulted and any comments have been incorporated into the report.

(B) External Consultations

Not applicable

Implementation Date for the Decision :

Not applicable.

Contact Officer:	Emma Conning
Telephone Number:	07816202320
Email Address:	Emma.conning@sefton.gov.uk Julie.tierney@sefton.gov.uk

Appendices:

Combating drugs partnership terms of reference (TOR).

Background Papers:

There are no background papers available for inspection.

1. Introduction/Background

1.1 As a response to the publication of the 10-year National Drugs Plan the Home Office issued local guidance which provides a framework for how local delivery partners can work together to address the priorities. '*From harm to hope: A 10 year plan to cut crime and save lives - June 2022*' outlines how local areas in England should deliver the transformative ambition they set out and provides clarity on the mechanisms that central government will draw upon to track and support delivery.

1.2 SCDP brings together a range of local partners including enforcement, treatment, recovery, and prevention to work together to deliver the national drugs plan priorities:

- Break drug supply chains.
- Deliver a world-class treatment and recovery system.
- Achieve a shift in demand for drugs.

2. Sefton's Combating Drug Partnership

2.1 Since its establishment in 2022, SCDP has hosted ten meetings, each meeting has a spotlight session on a local priority area. Focused discussions encourage members to contribute ideas, share experiences, and offer insights. The aim is to produce actionable interventions that improve Sefton's outcomes towards the national targets.

2.2 The nominated local Senior Responsible Owner (SRO) is the Director of Public Health, Margaret Jones who reports to the national Joint Combating Drugs Unit (JCDU) and has overarching responsibility for the local drugs delivery plan.

2.3 To support the delivery of the national drugs plan priorities the government outlined key actions and milestones for the first year of establishing CDPs. These included a local JSNA, Delivery Plan and Performance Framework all of which were completed within the proposed timetable.

2.4 The panel's membership is regularly reviewed to maintain its effectiveness and relevance, while ensuring it remains inclusive, diverse, and representative of the community. This review process helps the partnership identify gaps and bring in new stakeholders who can support the evolving goals and challenges of the community.

3. Governance

3.1 In accordance with national guidance, SCDP maintains visibility and accountability for its actions to both residents and central government.

3.2 The SCDP is accountable to the Health & Wellbeing Board and reports to the Safer Sefton Together Partnership and the Merseyside Police and Crime Commissioner (PCC). The SRO participates in quarterly meetings with the PCC's office where quarterly CDP update reports are submitted.

3.3 In accordance with national guidance SCDP has sub-groups that focus on specific issues, these sub-groups include lived experience, community engagement and treatment effectiveness. Incorporating these groups ensures that interventions reflect experiences of those directly affected.

4. Developments

4.1 All Local Authorities are in receipt of the final year (2024/5) of the 3-year supplementary Substance Misuse Treatment and Recovery grant (SSMTRG). SCDP provides oversight of the annual plan to ensure the funding is utilised as intended. The 2024/5 funding has sustained the expansion in workforce capacity of the previous two years and the continuation of interventions delivered by services as previously reported.

4.2 New areas of investment and development in 2024/5 include addressing physical and mental health needs of service users; the expansion of young person & family's provision; addressing unmet need (based on OHID data) and enhancing recovery & Lived Experience support.

4.3 It should be noted that the continuation of SSMTR Grant beyond March 2025 is unconfirmed. The cessation of this funding in Sefton would undermine critical progress in drug and alcohol treatment, specifically in relation to recovery housing, mental health support, and health screening services which in turn will impact the health and wellbeing of our residents. To mitigate these risks, contingency plans have been developed with services. Public Health continues to liaise with OHID with regards to future planning and has engaged with stakeholders to plan and address potential challenges

4.4 Recent guidance from OHID outlines how local commissioners and service providers can effectively prepare for and respond to incidents involving potent synthetic opioids such as nitazenes or fentanyl. Sefton's Synthetic Opioid Preparedness Plan is now in place and follows the guidance for local areas on planning to deal with potent synthetic opioids covering the four elements to prepare, monitor, treat and enforce.

4.5 The Local Drug Information Systems (LDIS) was embedded within Sefton to provide a structured approach to responding to drug-related issues. The early warning network helps to track emerging drug trends, including new synthetic drugs and allows for rapid responses to potential public health threats, such as spikes in drug-related deaths or hospital admissions.

4.6 Sefton is now part of the Cheshire and Mersey LDIS Model led by LJMU Public Health Institute Intelligence Team. The purpose of this wider model is to address threats and emerging issues across the geographical boundaries drawing more efficiently on expertise and resources and providing access to testing. It will also present greater opportunities for learning from examination of more cases and the exploration of common themes and issues.

4.7 Partnership members convened to review unmet needs data in Sefton and discuss ways to address barriers to accessing services and deliver more targeted interventions. An action plan was derived and sent to OHID northwest.

4.8 SCDP in conjunction with Sefton CVS undertook community engagement work to identify barriers to accessing services for local residents who may benefit or know others who may benefit from support for their drug and alcohol use. The engagement aimed to provide valuable insights into the experiences, perspectives and needs of individuals with recommendations to be considered as part of future plans to address drug and alcohol use in Sefton.

4.9 Recent campaigns funded by SCDP aimed to provide harm reduction advice specifically focussing on nitrous oxide and ketamine. The Young People Service provided harm reduction posters and delivered educational workshops to schools and communities to raise awareness about the risks of ketamine and other drugs.

4.10 Since February 2022, Sefton has been one of four areas nationally participating in the diversion programme 'Re-Frame'. Funded by the Youth Endowment Fund, the programme aims to help young people avoid criminalisation through supportive engagement. Re-Frame is available to young people (under 18) who come to the attention of the police due to their use of Class B or C substa

een 10th February 2022 and 21st August

2024, 193 young people in Sefton were referred to Re-Frame, with the majority (88%) successfully engaging in the programme. Sefton YP service 'Rise Up' has now taken over this valuable work initiated by Re-Frame.

4.11 The SCDP monitors local implementation of the National Drugs Plan, tracking progress to show where investments have been allocated and the impact they have made. This year, Sefton's local delivery plan was reviewed and updated to reflect completed actions

Figure 2 below provides a summary of key actions outlined in the local delivery plan.

5. Performance

5.1 Since the completion of Sefton's Substance Use Strategic Needs Assessment, the SCDP has been monitoring drug and alcohol outcomes in a quarterly dashboard.

5.2 The dashboard reviews data from the NDTMS local outcomes framework as well as locally sourced metrics.

5.3 The dashboard indicators relate to the 3 strategic outcomes - reducing drug use, reducing drug-related crime, reducing drug-related deaths and harm as well as the 3 intermediate outcomes - reducing drug supply, increasing engagement in treatment and improving recovery outcomes.

5.4 Through this monitoring several emerging trends have been identified as detailed below:

- For the 12 months ending June 2024, the number of adults in treatment was 24% higher compared to March 2022 and new presentations were up by 54%.
- The number of young people in treatment in the 12 months to June 2024 was double the number in the 12 months to March 2022.
- The number of alcohol users in treatment has increased by 48%.
- The number of opiate and/or crack users in treatment has reduced since March 2022.
- Sefton's residential rehabilitation has improved between November 2023 and June 2024 however remains lower than the March 2022 baseline.
- Sefton's treatment clients (opiate users in particular) spent longer in treatment and that successful completion are lower for these users than seen nationally.
- In the 12 months to June 2024 Sefton's treatment population were showing substantial progress.
- CDP monitoring has shown that deaths in treatment tends to fluctuate at around 1.5% for Sefton. In recent months the proportion of those dying in treatment has increased to 1.8%.
- In the 12 months to March 2024, 63% of Sefton prison exits with a treatment need were picked up in the community within 3 weeks.

5.5 As outlined in the 2022 government guidance, at least once a year, CDPs should take stock of their progress in reducing drug-related harm, reporting against the National Combating Drugs Outcomes Framework and additional local metrics. Partnerships were advised to complete and submit a progress report which should be visible to local residents and national government. Sefton's CDP progress report was submitted to the JCDU on the 31st of October 2024.

6. Moving forward

6.1 Sefton's CDP website serves as a central hub for information, enabling residents, stakeholders, and service providers to access up-to-date information related to drug prevention and treatment. Access Sefton Councils webpage: Combating Drugs Partnership (sefton.gov.uk).

6.2 The SCDP will continue to track performance against the Combating Drugs Outcome Framework and report on the partnership's progress and outcomes to central government, the Merseyside PCC, and the Health & Wellbeing Board as needed.

This page is intentionally left blank

Sefton Combating Drugs Partnership

TERMS OF REFERENCE

Background

The Government has developed guidance for local areas to implement the 10 Year Drug Plan (From Harm to Hope) published in response to the Dame Carol Black review to deliver on its recommendations. The Guidance for Local Delivery Partners (Guidance for local delivery partners - appendix 3 (publishing.service.gov.uk) sets out new national to local arrangements including local multi-agency bodies with significant scope to set local drug plan priorities, including drug treatment, and to report nationally on achievement of Drug Plan outcomes.

Purpose:

The Combating Drugs Partnership (CDP) will be a multi-agency forum that is accountable for delivering the outcomes in 'From Harm to Hope' Drug Plan within local areas. It will provide a single setting for understanding and addressing shared challenges related to drug-related harm, based on the local context and need. The partnerships will be required to report to central government and hold local delivery partners to account.

The CDP will focus on addressing inequalities as identified in the JSNA. It acknowledges that the greatest impacts of substance misuse are experienced in our most deprived communities. Members of the partnership will meet to explore unmet need in Sefton and discuss how we can work together to address the barriers to accessing services and delivering more targeted interventions.

Functions:

- To provide assurance to the Health and Wellbeing Board that arrangements and plans are in place to ensure that Sefton meet the national requirements for CDPs.

- To provide strategic direction and oversight for the local delivery of the outcomes as defined in the 10year Drugs Plan.

- To jointly conduct and assess evidence and data to understand better the local issues, needs and patterns of drug-related harm.

- To develop a local delivery plan and a cycle of review in accordance with national guidance.

- To communicate and promote local plans/activity across the borough, to secure active contribution and engagement from all communities and stakeholders.

- To hold key partners, agencies and organisations to account for fulfilling responsibilities in relation to delivery of the local plan.

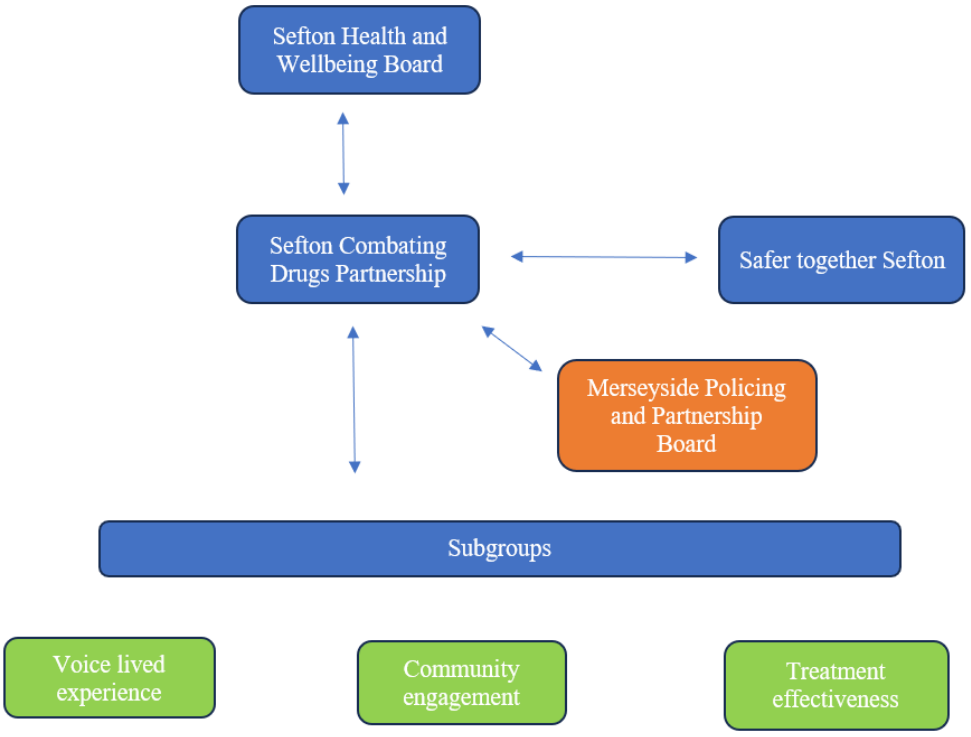
- To monitor and evaluate the impact of actions and performance against local and national targets through the monitoring of local returns and performance frameworks.

- To provide a forum for discussion by local partners, to identify risks and their mitigation and opportunities for joint action.

The Combating Drugs Partnership will be visible and accountable for their actions, both to residents and central government via the National Joint Drugs Unit (Home Office).

Proposed Governance Arrangements:

It is proposed that the Combating Drugs Partnership will report to the Health and Wellbeing Board through the Director of Public Health. Additionally, it will as appropriate (to be agreed) provide updates to Sefton Safer Together.
The Sefton CDP will also report to the Merseyside Policing Partnership Board.



Chair and Membership

The group will be chaired by the Sefton S

Core membership will be as listed below

Title	
Director of Public Health (SRO)	S
Elected Member	C Ir
Public Health Lead – Substance Use	S
Rep Adult Service Provider	C
Rep YP Service Provider	C
Rep Inpatient Detox Service	M
Rep Community/Public Engagement	C
Rep Business Intelligence - Data	
Rep Adult Social Care	
Rep Children Social Care	
Rep Housing	
Rep Youth Offending Team	
Rep Communities	
Rep Education	
Rep Probation	
Rep Police	
Voice Lived Experience	
Public Health Intelligence Unit	
Rep Employment	The Growth Company
Rep Department for Work and Pensions	Southport Job Centre Plus

Sefton Combating Drugs Partnership

TERMS OF REFERENCE

Background

The Government has developed guidance for local areas to implement the 10 Year Drug Plan (From Harm to Hope) published in response to the Dame Carol Black review to deliver on its recommendations. The Guidance for Local Delivery Partners (Guidance for local delivery partners - appendix 3 (publishing.service.gov.uk) sets out new national to local arrangements including local multi-agency bodies with significant scope to set local drug plan priorities, including drug treatment, and to report nationally on achievement of Drug Plan outcomes.

Purpose:

The Combating Drugs Partnership (CDP) will be a multi-agency forum that is accountable for delivering the outcomes in 'From Harm to Hope' Drug Plan within local areas. It will provide a single setting for understanding and addressing shared challenges related to drug-related harm, based on the local context and need. The partnerships will be required to report to central government and hold local delivery partners to account.

Functions:

- To provide assurance to the Health and Wellbeing Board that arrangements and plans are in place to ensure that Sefton meet the national requirements for CDPs.
- To provide strategic direction and oversight for the local delivery of the outcomes as defined in the 10year Drugs Plan.
- To jointly conduct and assess evidence and data to understand better the local issues, needs and patterns of drug-related harm.
- To develop a local delivery plan and a cycle of review in accordance with national guidance.
- To communicate and promote local plans/activity across the borough, to secure active contribution and engagement from all communities and stakeholders.
- To hold key partners, agencies and organisations to account for fulfilling

Frequency of meetings

The Combating Drugs Partnership will meet monthly in the first instance and quarterly thereafter.

Extraordinary meetings

In addition, extraordinary meetings may be called as and when appropriate.

Format of meetings

The meetings will have a standard agenda and will be virtual (Teams).

Face-to-face meetings will be held approximately once a year.

Quorum

The quorum for the meeting will be a minimum of 5 members each representing a different organisations/sector/Depts.

Communication of recommendations

All members of the partnership will assume responsibility for communicating recommendations/actions within their respective organisations/Depts following each meeting.

Review

Terms of Reference will be reviewed on an annual basis. Review date (Sept 2024)

Sefton Council

Ratification of Better Care Fund Quarter 2 Report

Date of meeting:	4th December 2024		
Report to:	Health and Wellbeing Board		
Report of:	Executive Director - Adult Social Care, Health and Wellbeing / Cheshire & Merseyside ICB Place Director Sefton		
Portfolio:	Adult Social Care		
Wards affected:	All		
Is this a key decision:	No	Included in Forward Plan:	No
Exempt/confidential report:	No		

1.Summary:

To seek retrospective ratification from the HWWB on the Better Care Fund Quarter 2 submission to NHS England.

2.Recommendation(s):

HWWB is recommended to retrospectively approve the submission of the Better Care Fund Quarter 2 submission.

3. The Rationale and Evidence for the Recommendations

NHS England requests that each Local Authority in England submit a quarterly BCF report which provides update on spend and metrics. The report highlights any issues and risks against be BCF spend and metrics across Adult Social Care and Health.

The deadline for qtr. 2 BCF report was 31st October 2024. Sefton's return showed that Sefton had no identified risk in relation to spend and as at the end of qtr 2, 49% of the BCF had been spent, with most metrics also having been achieved.

Sefton received no clarification issues from NHSE have now confirmed that they are satisfied with the information submitted in the return.

4. Risk Implications

There are currently no risks associated with the BCF quarter 2 return. However further work is required for 25/26 to ensure that the BCF is funding schemes that are transformational and a priority for both Health and Social care.

5. Staffing HR Implications

There are no staffing HR implications.

6. Conclusion

Given that the BCF spend Sefton New Directions remains a key partner of both Sefton Adult Social Care and Cheshire & Merseyside ICB, supporting them to deliver strategic priorities and services to support some of the most vulnerable people in Sefton.

The transformation programme of Sefton New Directions is ongoing and critical to ensuing that services they deliver are reshaped so that they can continue to meet the needs of Sefton, are sustainable, offer value for money and can be delivered within the current budget.

7. Alternative Options Considered and Rejected

There are no alternative options to be considered.

8..Equality Implications: There are no equality implications directly from this report.
9. Impact on Children and Young People: No
10. Climate Emergency Implications: The recommendations within this report will have a Neutral impact.

11. What consultations have taken place on the proposals and when?

(A) Internal Consultations

The Executive Director of Corporate Services & Commercial (FD 7865/24) has been consulted and has no comments on the report. The Chief Legal & Democratic Officer has been consulted and has no comments on the report (LD 5965/24)

(B) External Consultations

No external consultation was necessary for this report.

12. Implementation Date for the Decision:

This is a retrospective request for approval as the submission of the BCF qtr 2 report was submitted and approved by the Executive Director - Adult Social Care, Health and Wellbeing / Cheshire & Merseyside ICB Place Director Sefton.

Contact Officer:	Lorraine Regan
Telephone Number:	07814195182
Email Address:	Lorraine.Regan@sefton.gov.uk

12. Appendices:

Appendix A – BCF qtr 2 return

14. Background Papers:

None.

This page is intentionally left blank

Better Care Fund 2024-25 Q2 Reporting Template

1. Guidance

Overview

The Better Care Fund (BCF) reporting requirements are set out in the BCF Planning Requirements document for 2023-25, which supports the aims of the BCF Policy Framework and the BCF programme; jointly led and developed by the national partners Department of Health (DHSC), Ministry for Housing, Communities and Local Government (MHCLG), NHS England (NHSE). Please also refer to the Addendum to the 2023 to 2025 Better Care Fund policy framework and planning requirements which was published in April 2024. Links to all policy and planning documents can be found on the bottom of this guidance page.

As outlined within the BCF Addendum, quarterly BCF reporting will continue in 2024 to 2025, with areas required to set out progress on delivering their plans. This will include the collection of spend and activity data, including for the Discharge Fund, which will be reviewed alongside other local performance data. The primary purpose of BCF reporting is to ensure a clear and accurate account of continued compliance with the key requirements and conditions of the fund, including the Discharge Fund. The secondary purpose is to inform policy making, the national support offer and local practice sharing by providing a fuller insight from narrative feedback on local progress, challenges and highlights on the implementation of BCF plans and progress on wider integration.

BCF reporting is likely to be used by local areas, alongside any other information to help inform HWBs on progress on integration and the BCF. It is also intended to inform BCF national partners as well as those responsible for delivering the BCF plans at a local level (including ICB's, local authorities and service providers) for the purposes noted above.

In addition to reporting, BCMs and the wider BCF team will monitor continued compliance against the national conditions and metric ambitions through their wider interactions with local areas.

BCF reports submitted by local areas are required to be signed off by HWBs, or through a formal delegation to officials, as the accountable governance body for the BCF locally. Aggregated reporting information will be published on the NHS England website.

Note on entering information into this template

Please do not copy and paste into the template

Throughout the template, cells which are open for input have a yellow background and those that are pre-populated have a blue background, as below:

Data needs inputting in the cell

Pre-populated cells

Note on viewing the sheets optimally

To more optimally view each of the sheets and in particular the drop down lists clearly on screen, please change the zoom level between 90% - 100%. Most drop downs are also available to view as lists within the relevant sheet or in the guidance tab for readability if required.

The row heights and column widths can be adjusted to fit and view text more comfortably for the cells that require narrative information.

Please DO NOT directly copy/cut & paste to populate the fields when completing the template as this can cause issues during the aggregation process. If you must 'copy & paste', please use the 'Paste Special' operation and paste Values only.

The details of each sheet within the template are outlined below.

Checklist (2. Cover)

1. This section helps identify the sheets that have not been completed. All fields that appear as incomplete should be complete before sending to the BCF Team.
2. The checker column, which can be found on the individual sheets, updates automatically as questions are completed. It will appear 'Red' and contain the word 'No' if the information has not been completed. Once completed the checker column will change to 'Green' and contain the word 'Yes'

3. The 'sheet completed' cell will update when all 'checker' values for the sheet are green containing the word 'Yes'.
4. Once the checker column contains all cells marked 'Yes' the 'Incomplete Template' cell (below the title) will change to 'Template Complete'.
5. Please ensure that all boxes on the checklist are green before submission.

2. Cover

1. The cover sheet provides essential information on the area for which the template is being completed, contacts and sign off. Once you select your HWB from the drop down list, relevant data on metric ambitions and capacity and demand from your BCF plans for 2023-24 will prepopulate in the relevant worksheets.
2. HWB sign off will be subject to your own governance arrangements which may include a delegated authority.
3. Question completion tracks the number of questions that have been completed; when all the questions in each section of the template have been completed the cell will turn green. Only when all cells are green should the template be sent to:
england.bettercarefundteam@nhs.net
(please also copy in your respective Better Care Manager)
4. Please note that in line with fair processing of personal data we request email addresses for individuals completing the reporting template in order to communicate with and resolve any issues arising during the reporting cycle. We remove these addresses from the supplied templates when they are collated and delete them when they are no longer needed.

3. National Conditions

This section requires the Health & Wellbeing Board to confirm whether the four national conditions detailed in the Better Care Fund planning requirements for 2023-25 (link below) continue to be met through the delivery of your plan. Please confirm as at the time of completion.
https://www.england.nhs.uk/wp-content/uploads/2023/04/PRN00315-better-care-fund-planning-requirements-2023-25.pdf

This sheet sets out the four conditions and requires the Health & Wellbeing Board to confirm 'Yes' or 'No' that these continue to be met. Should 'No' be selected, please provide an explanation as to why the condition was not met for the year and how this is being addressed. Please note that where a National Condition is not being met,an outline of the challenge and mitigating actions to support recovery should be outlined. it is recommended that the HWB also discussed this with their Regional Better Care Manager.

In summary, the four national conditions are as below:
National condition 1: Plans to be jointly agreed
National condition 2: Implementing BCF Policy Objective 1: Enabling people to stay well, safe and independent at home for longer
National condition 3: Implementing BCF Policy Objective 2: Providing the right care in the right place at the right time
National condition 4: Maintaining NHS's contribution to adult social care and investment in NHS commissioned out of hospital services

4. Metrics

The BCF plan includes the following metrics:
- Unplanned hospitalisations for chronic ambulatory care sensitive conditions,
- Proportion of hospital discharges to a person's usual place of residence,
- Admissions to long term residential or nursing care for people over 65,
- Emergency hospital admissions for people over 65 following a fall.

Plans for these metrics were agreed as part of the BCF planning process outlined within 24/25 planning submissions.

This section captures a confidence assessment on achieving the locally set ambitions for each of the BCF metrics.
A brief commentary is requested for each metric outlining the challenges faced in achieving the metric plans, any support needs and successes in the first six months of the financial year.
Data from the Secondary Uses Service (SUS) dataset on outcomes for the discharge to usual place of residence, falls, and avoidable admissions for the first quarter of 2024-25 has been pre populated, along with ambitions for quarters 1-4, to assist systems in understanding performance at local authority level.

The metrics worksheet seeks a best estimate of confidence on progress against the achievement of BCF metric ambitions. The options are:

- on track to meet the ambition
- Not on track to meet the ambition
- data not available to assess progress

You should also include narratives for each metric on challenges and support needs, as well as achievements. Please note columns M and N only apply where 'not on track' is selected.

- In making the confidence assessment on progress, please utilise the available metric data along with any available proxy data.

Please note that the metrics themselves will be referenced (and reported as required) as per the standard national published datasets.

5. Capacity & Demand Actual Activity

Please note this section asks for C&D and actual activity for total intermediate care and not just capacity funded by the BCF.
Activity
'For reporting across 24/25 we are asking HWB's to complete their actual activity for the previous quarter. Actual activity is defined as capacity delivered.
For hospital discharge and community, this is found on sheet "5.2 C&D H1 Actual Activity".

5.1 C&D Guidance & Assumptions
Contains guidance notes as well as 4 questions seeking to address the assumptions used in the calculations, changes in the first 6 months of the year, and any support needs particularly for winter and ongoing data issues.
5.2 C&D H1 Actual Activity
Please provide actual activity figures for April - September 24, these include reporting on your spot purchased activity and also actuals on time to treat for each service/pathway within Hospital Discharge. Actual activity for community referrals are required in the table below.
Actual activity is defined as delivered capacity or demand that is met by available capacity. Please note that this applies to all commissioned services not just those funded by the BCF.

Expenditure

Please use this section to complete a summary of expenditure which includes all previous entered schemes from the plan.
The reporting template has been updated to allow for tracking spend over time, providing a summary of expenditure to date alongside percentage spend of total allocation.
Overspend - Where there is an indicated overspend please ensure that you have reviewed expenditure and ensured that a) spend is in line with grant conditions b) where funding source is grant funding that spend cannot go beyond spending 100% of the total allocation.
Underspend - Where grant funding is a source and scheme spend continues you will need to create a new line and allocate this to the appropriate funding line within your wider BCF allocation.
Please also note that Discharge Fund grant funding conditions do not allow for underspend and this will need to be fully accounted for within 24/25 financial year.

For guidance on completing the expenditure section on 23-25 revised scheme type please refer to the expenditure guidance on 6a.

Useful Links and Resources

Planning requirements
https://www.england.nhs.uk/wp-content/uploads/2023/04/PRN00315-better-care-fund-planning-requirements-2023-25.pdf

Policy Framework
https://www.gov.uk/government/publications/better-care-fund-policy-framework-2023-to-2025/2023-to-2025-better-care-fund-policy-framework

Addendum
https://www.gov.uk/government/publications/better-care-fund-policy-framework-2023-to-2025/addendum-to-the-2023-to-2025-better-care-fund-policy-framework-and-planning-requirements

Better Care Exchange
https://future.nhs.uk/system/login?nextURL=%2Fconnect%2Eti%2Fbettercareexchange%2FgroupHome

Data pack
https://future.nhs.uk/bettercareexchange/view?objectId=116035109

Metrics dashboard
https://future.nhs.uk/bettercareexchange/view?objectId=51608880

HM Government

NHS England

Better Care Fund 2024-25 Q2 Reporting Template

2. Cover

Version 3.0

Please Note:

- The BCF quarterly reports are categorised as 'Management Information' and data from them will be published in an aggregated form on the NHSE website. This will include any narrative section. Also a reminder that as is usually the case with public body information, all BCF information collected here is subject to Freedom of Information requests.

- At a local level it is for the HWB to decide what information it needs to publish as part of wider local government reporting and transparency requirements. Until BCF information is published, recipients of BCF reporting information (including recipients who access any information placed on the BCE) are prohibited from making this information available on any public domain or providing this information for the purposes of journalism or research without prior consent from the HWB (where it concerns a single HWB) or the BCF national partners for the aggregated information.

- All information will be supplied to BCF partners to inform policy development.

- This template is password protected to ensure data integrity and accurate aggregation of collected information. A resubmission may be required if this is breached.

			Checklist Complete:
Health and Wellbeing Board:	Sefton		Yes
Completed by:	Lorraine Regan		Yes
E-mail:	Lorraine.regan@sefton.gov.uk		Yes
Contact number:	7814195182		Yes
Has this report been signed off by (or on behalf of) the HWB at the time of submission?	No		Yes
If no, please indicate when the report is expected to be signed off:	Wed 04/12/2024	<< Please enter using the format, DD/MM/YYYY	Yes

Better Care Fund 2024-25 Q2 Reporting Template

3. National Conditions

Selected Health and Wellbeing Board: Sefton

		Checklist Complete:
Has the section 75 agreement for your BCF plan been finalised and signed off?	No	Yes
If it has not been signed off, please provide the date section 75 agreement expected to be signed off	04/11/24	Yes
If a section 75 agreement has not been agreed please outline outstanding actions in agreeing this.	There are no outstanding issues. The ICB have confirmed their agreement to Section 75, having seen drafts and final version.	Yes

Confirmation of Nation Conditions

National Condition	Confirmation	If the answer is "No" please provide an explanation as to why the condition was not met in the quarter and mitigating actions underway to support compliance with the condition:	
1) Jointly agreed plan	Yes		Yes
2) Implementing BCF Policy Objective 1: Enabling people to stay well, safe and independent at home for longer	Yes		Yes
3) Implementing BCF Policy Objective 2: Providing the right care in the right place at the right time	Yes		Yes
4) Maintaining NHS's contribution to adult social care and investment in NHS commissioned out of hospital services	Yes		Yes

Better Care Fund 2024-25 Q2 Reporting Template

4. Metrics

Selected Health and Wellbeing Board: Sefton

National data may be unavailable at the time of reporting. As such, please utilise data that may only be available system-wide and other local intelligence.

Metric	Definition	For information - Your planned performance as reported in 2024-25 planning				For information - actual performance for Q1	Assessment of progress against the metric plan for the reporting period	Challenges and any Support Needs *Please:* *- describe any challenges faced in meeting the planned target, and please highlight any support that may facilitate or ease the achievements of metric plans* ***- ensure that if you have selected data not available to assess progress that this is addressed in this section of your plan***	Achievements - including where BCF funding is supporting improvements. *Please describe any achievements, impact observed or lessons learnt when considering improvements being pursued for the respective metrics*	Variance from plan *Please ensure that this section is completed where you have indicated that this metric is not on track to meet target outlining the reason for variance from plan*	Mitigation for recovery *Please ensure that this section is completed where a) Data is not available to assess progress b) Not on track to meet target with actions to recovery position against plan*	Complete:
		Q1	Q2	Q3	Q4							
Avoidable admissions	Unplanned hospitalisation for chronic ambulatory care sensitive conditions (NHS Outcome Framework indicator 2.3i)	213.0	211.0	198.0	192.0	219.7	On track to meet target	Key challenges are ambulance conveyance see and treat performance relatively low. Also self presenters have been a challenge, perceived access issues for primary care.	Achievements have been the introduction same day emergency care within the acute trusts. Also, AVS for primary care and care homes across Sefton.	No variance - improved perfomance in qtr 2	NA	Yes
Discharge to normal place of residence	Percentage of people who are discharged from acute hospital to their normal place of residence	92.7%	92.3%	92.4%	91.6%	92.95%	On track to meet target	Key challenges are that Care Transfer hubs are identifying more P1s which is positive as more people going home creating more demand across P1 services ie home care and reablement. Need to reduce length of time	We have diversifed our dom care providers to also provide specialist reablement. Extending our rehab market through a procurement process which is currently being undertaken. worked with existing	No variance - improved perfomance in qtr 2	NA	Yes
Falls	Emergency hospital admissions due to falls in people aged 65 and over directly age standardised rate per 100,000.				1,866.0	451.8	On track to meet target	Key challenges preventative and proactive developement of falls provision part of southport and formby which is the largest cohort of over 65s and 85s (nationally)	implemented 24 falls pick up service, we have introduced sefton emergencey response service which can provide more assistance within the home environment and have a falls service within the	No variance - improved perfomance in qtr 2	NA	Yes
Residential Admissions	Rate of permanent admissions to residential care per 100,000 population (65+)				579	not applicable	Not on track to meet target	Some of the challenges for not achiving the target is that at the start of the financial year more patients were still being identifed as pathway 2 and 3. However this has now changed and the Transfer care hub identify	Achievements have been set out in mitigation for recovery.	The current figure per 100,000 is 675 and although we are now starting to see a reduction in the numbers of people accessing res care, it is sill unlikely the original target of 579 will be met. However a	Sefton have extended their rehab provision by extending the market. The procurement exercise is currently underway. In addition we have diverisfied our existing dom care provision to take on reablement. This	Yes

Better Care Fund 2024-25 Q2 Reporting Template

5. Capacity & Demand

Selected Health and Wellbeing Board: Sefton

5.1 Assumptions

	Checklist Complete:
1. How have your estimates for capacity and demand changed since the plan submitted in June? Please include any learnings from the last 6 months. We need to relook the figures for Rehabilitation and Reablement in respect of demand and capacity for pathway 1 patients. We also need to look at our community rehab bedded figures as some of these figures dont appear to correlate to current demand	Yes
2. How have system wide discussions around winter readiness influenced any changes in capacity and demand as part of proactive management of winter surge capacity? Sefton are maintaining beds for Dixon court as well as providing additional dom care capacity we are doing this through remodelling existing capacity (trusted assessor and social workers to ensure throughput across the system and block book capacity	Yes
3. Do you have any capacity concerns or specific support needs to raise for the winter ahead? We have some concerns about meeting the demand for Home First Reablement for P1 patients and supporting the system flow due to capacity issues with both workforce and providers.	Yes
4. Where actual demand exceeds capacity for a service type, what is your approach to ensuring that people are supported to avoid admission to hospital or to enable discharge? we are developing a more efficient home firt service where more people will access our reablement provision. We have been given approval to extend our market in relation to reablement and are now in the process of commencing the procurement process, and although procurement will not have finalised before this winter we are exploring how to expand existing blocking bookings for the Winter 24/25	Yes

Guidance on completing this sheet is set out below, but should be read in conjunction with the separate guidance and q&a document

5.1 Guidance

The assumptions box has been updated and is now a set of specific narrative questions. Please answer all questions in relation to both hospital discharge and community sections of the capacity and demand template.

You should reflect changes to understanding of demand and available capacity for admissions avoidance and hospital discharge since the completion of the original BCF plans, including

- actual demand in the first 6 months of the year
- modelling and agreed changes to services as part of Winter planning
- Data from the Community Bed Audit
- Impact to date of new or revised intermediate care services or work to change the profile of discharge pathways.

Hospital Discharge

This section collects actual activity of services to support people being discharged from acute hospital. You should input the actual activity to support discharge across these different service types and this applies to all commissioned services not just those from the BCF.

- Reablement & Rehabilitation at home (pathway 1)

- Short term domiciliary care (pathway 1)

- Reablement & Rehabilitation in a bedded setting (pathway 2)

- Other short term bedded care (pathway 2)

- Short-term residential/nursing care for someone likely to require a longer-term care home placement (pathway 3)

Community

This section collects actual activity for community services. You should input the actual activity across health and social care for different service types. This should cover all service intermediate care services to support recovery, including Urgent Community Response and VCS support and this applies to all commissioned services not just those from the BCF.. The template is split into these types of service:

Social support (including VCS)

Urgent Community Response

Reablement & Rehabilitation at home

Reablement & Rehabilitation in a bedded setting

Other short-term social care

Better Care Fund 2024-25 Q2 Reporting Template

5. Capacity & Demand

Selected Health and Wellbeing Board: Sefton

Actual activity - Hospital Discharge		Prepopulated demand from 2024-25 plan						Actual activity (not including spot purchased capacity)						Actual activity through only spot purchasing (doesn't apply to time to service)						Checklist
Service Area	Metric	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Complete:
Reablement & Rehabilitation at home (pathway 1)	Monthly activity. Number of new clients	428	478	487	471	508	479	160	200	201	138	176	226	0	0	0	0	0	0	Yes
Reablement & Rehabilitation at home (pathway 1)	Actual average time from referral to commencement of service (days). All packages (planned and spot purchased)	8	6	4	6	7	6	6	5	6	5	4	6							Yes
Short term domiciliary care (pathway 1)	Monthly activity. Number of new clients	23	21	27	29	24	40	0	0	0	0	0	0	58	73	63	61	59	65	Yes
Short term domiciliary care (pathway 1)	Actual average time from referral to commencement of service (days) All packages (planned and spot purchased)	7	13	8	8	11	11	12	7	6	13	6	7							Yes
Reablement & Rehabilitation in a bedded setting (pathway 2)	Monthly activity. Number of new clients	38	43	43	42	46	43	90	113	95	112	76	120	0	0	0	0	0	0	Yes
Reablement & Rehabilitation in a bedded setting (pathway 2)	Actual average time from referral to commencement of service (days) All packages (planned and spot purchased)	0	0	0	0	0	0	0	0	0	0	0	0							Yes
Other short term bedded care (pathway 2)	Monthly activity. Number of new clients.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Yes
Other short term bedded care (pathway 2)	Actual average time from referral to commencement of service (days) All packages (planned and spot purchased)	0	0	0	0	0	0	0	0	0	0	0	0							Yes
Short-term residential/nursing care for someone likely to require a longer-term care home placement (pathway 3)	Monthly activity. Number of new clients	21	25	26	24	27	25	0	0	0	0	0	0	8	16	7	12	12	6	Yes
Short-term residential/nursing care for someone likely to require a longer-term care home placement (pathway 3)	Actual average time from referral to commencement of service (days) All packages (planned and spot purchased)	17	27	24	24	16	21	37	52	54	28	24	23							Yes

Actual activity - Community		Prepopulated demand from 2024-25 plan						Actual activity:						
Service Area	Metric	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	
Social support (including VCS)	Monthly activity. Number of new clients.	30	30	30	30	30	30	30	30	30	30	30	30	Yes
Urgent Community Response	Monthly activity. Number of new clients.	72	72	72	72	72	72	418	363	371	371	472	440	Yes
Reablement & Rehabilitation at home	Monthly activity. Number of new clients.	64	74	71	65	72	85	53	61	38	48	43	44	Yes
Reablement & Rehabilitation in a bedded setting	Monthly activity. Number of new clients.	84	84	84	84	84	84	2	12	2	6	4	3	Yes
Other short-term social care	Monthly activity. Number of new clients.	32	20	29	21	37	25	23	23	13	25	21	6	Yes

Further guidance for completing Expenditure sheet

Schemes tagged with the following will count towards the planned **Adult Social Care services spend** from the NHS min:
- **Area of spend** selected as 'Social Care'
- **Source of funding** selected as 'Minimum NHS Contribution'

Schemes tagged with the below will count towards the planned **Out of Hospital spend** from the NHS min:
- **Area of spend** selected with anything except 'Acute'
- **Commissioner** selected as 'ICB' (if 'Joint' is selected, only the NHS % will contribute)
- **Source of funding** selected as 'Minimum NHS Contribution'

2023-25 Revised Scheme types

Number	Scheme type/ services	Sub type	Description
1	Assistive Technologies and Equipment	1. Assistive technologies including telecare 2. Digital participation services 3. Community based equipment 4. Other	Using technology in care processes to supportive self-management, maintenance of independence and more efficient and effective delivery of care. (eg. Telecare, Wellness services, Community based equipment, Digital participation services).
2	Care Act Implementation Related Duties	1. Independent Mental Health Advocacy 2. Safeguarding 3. Other	Funding planned towards the implementation of Care Act related duties. The specific scheme sub types reflect specific duties that are funded via the NHS minimum contribution to the BCF.
3	Carers Services	1. Respite Services 2. Carer advice and support related to Care Act duties 3. Other	Supporting people to sustain their role as carers and reduce the likelihood of crisis. This might include respite care/carers breaks, information, assessment, emotional and physical support, training, access to services to support wellbeing and improve independence.
4	Community Based Schemes	1. Integrated neighbourhood services 2. Multidisciplinary teams that are supporting independence, such as anticipatory care 3. Low level social support for simple hospital discharges (Discharge to Assess pathway 0) 4. Other	Schemes that are based in the community and constitute a range of cross sector practitioners delivering collaborative services in the community typically at a neighbourhood/PCN level (eg: Integrated Neighbourhood Teams) Reablement services should be recorded under the specific scheme type 'Reablement in a person's own home'
5	DFG Related Schemes	1. Adaptations, including statutory DFG grants 2. Discretionary use of DFG 3. Handyperson services 4. Other	The DFG is a means-tested capital grant to help meet the costs of adapting a property; supporting people to stay independent in their own homes. The grant can also be used to fund discretionary, capital spend to support people to remain independent in their own homes under a Regulatory Reform Order, if a published policy on doing so is in place. Schemes using this flexibility can be recorded under 'discretionary use of DFG' or 'handyperson services' as appropriate
6	Enablers for Integration	1. Data Integration 2. System IT Interoperability 3. Programme management 4. Research and evaluation 5. Workforce development 6. New governance arrangements 7. Voluntary Sector Business Development 8. Joint commissioning infrastructure 9. Integrated models of provision 10. Other	Schemes that build and develop the enabling foundations of health, social care and housing integration, encompassing a wide range of potential areas including technology, workforce, market development (Voluntary Sector Business Development: Funding the business development and preparedness of local voluntary sector into provider Alliances/ Collaboratives) and programme management related schemes. Joint commissioning infrastructure includes any personnel or teams that enable joint commissioning. Schemes could be focused on Data Integration, System IT Interoperability, Programme management, Research and evaluation, Supporting the Care Market, Workforce development, Community asset mapping, New governance arrangements, Voluntary Sector Development, Employment services, Joint commissioning infrastructure amongst others.
7	High Impact Change Model for Managing Transfer of Care	1. Early Discharge Planning 2. Monitoring and responding to system demand and capacity 3. Multi-Disciplinary/Multi-Agency Discharge Teams supporting discharge 4. Home First/Discharge to Assess - process support/core costs 5. Flexible working patterns (including 7 day working) 6. Trusted Assessment 7. Engagement and Choice 8. Improved discharge to Care Homes 9. Housing and related services 10. Red Bag scheme 11. Other	The ten changes or approaches identified as having a high impact on supporting timely and effective discharge through joint working across the social and health system. The Hospital to Home Transfer Protocol or the 'Red Bag' scheme, while not in the HICM, is included in this section.
8	Home Care or Domiciliary Care	1. Domiciliary care packages 2. Domiciliary care to support hospital discharge (Discharge to Assess pathway 1) 3. Short term domiciliary care (without reablement input) 4. Domiciliary care workforce development 5. Other	A range of services that aim to help people live in their own homes through the provision of domiciliary care including personal care, domestic tasks, shopping, home maintenance and social activities. Home care can link with other services in the community, such as supported housing, community health services and voluntary sector services.
9	Housing Related Schemes		This covers expenditure on housing and housing-related services other than adaptations; eg: supported housing units.
10	Integrated Care Planning and Navigation	1. Care navigation and planning 2. Assessment teams/joint assessment 3. Support for implementation of anticipatory care 4. Other	Care navigation services help people find their way to appropriate services and support and consequently support self-management. Also, the assistance offered to people in navigating through the complex health and social care systems (across primary care, community and voluntary services and social care) to overcome barriers in accessing the most appropriate care and support. Multi-agency teams typically provide these services which can be online or face to face care navigators for frail elderly, or dementia navigators etc. This includes approaches such as Anticipatory Care, which aims to provide holistic, co-ordinated care for complex individuals. Integrated care planning constitutes a co-ordinated, person centred and proactive case management approach to conduct joint assessments of care needs and develop integrated care plans typically carried out by professionals as part of a multi-disciplinary, multi-agency teams. Note: For Multi-Disciplinary Discharge Teams related specifically to discharge, please select HICM as scheme type and the relevant sub-type. Where the planned unit of care delivery and funding is in the form of Integrated care packages and needs to be expressed in such a manner, please select the appropriate sub-type alongside.
11	Bed based intermediate Care Services (Reablement, rehabilitation in a bedded setting, wider short-term services supporting recovery)	1. Bed-based intermediate care with rehabilitation (to support discharge) 2. Bed-based intermediate care with reablement (to support discharge) 3. Bed-based intermediate care with rehabilitation (to support admission avoidance) 4. Bed-based intermediate care with reablement (to support admissions avoidance) 5. Bed-based intermediate care with rehabilitation accepting step up and step down users 6. Bed-based intermediate care with reablement accepting step up and step down users 7. Other	Short-term intervention to preserve the independence of people who might otherwise face unnecessarily prolonged hospital stays or avoidable admission to hospital or residential care. The care is person-centred and often delivered by a combination of professional groups.
12	Home-based intermediate care services	1. Reablement at home (to support discharge) 2. Reablement at home (to prevent admission to hospital or residential care) 3. Reablement at home (accepting step up and step down users) 4. Rehabilitation at home (to support discharge) 5. Rehabilitation at home (to prevent admission to hospital or residential care) 6. Rehabilitation at home (accepting step up and step down users) 7. Joint reablement and rehabilitation service (to support discharge) 8. Joint reablement and rehabilitation service (to prevent admission to hospital or residential care) 9. Joint reablement and rehabilitation service (accepting step up and step down users) 10. Other	Provides support in your own home to improve your confidence and ability to live as independently as possible
13	Urgent Community Response		Urgent community response teams provide urgent care to people in their homes which helps to avoid hospital admissions and enable people to live independently for longer. Through these teams, older people and adults with complex health needs who urgently need care, can get fast access to a range of health and social care professionals within two hours.
14	Personalised Budgeting and Commissioning		Various person centred approaches to commissioning and budgeting, including direct payments.
15	Personalised Care at Home	1. Mental health /wellbeing 2. Physical health/wellbeing 3. Other	Schemes specifically designed to ensure that a person can continue to live at home, through the provision of health related support at home often complemented with support for home care needs or mental health needs. This could include promoting self-management/expert patient, establishment of 'home ward' for intensive period or to deliver support over the longer term to maintain independence or offer end of life care for people. Intermediate care services provide shorter term support and care interventions as opposed to the ongoing support provided in this scheme type.
16	Prevention / Early Intervention	1. Social Prescribing 2. Risk Stratification 3. Choice Policy 4. Other	Services or schemes where the population or identified high-risk groups are empowered and activated to live well in the holistic sense thereby helping prevent people from entering the care system in the first place. These are essentially upstream prevention initiatives to promote independence and well being.
17	Residential Placements	1. Supported housing 2. Learning disability 3. Extra care 4. Care home 5. Nursing home 6. Short-term residential/nursing care for someone likely to require a longer-term care home replacement 7. Short term residential care (without rehabilitation or reablement input) 8. Other	Residential placements provide accommodation for people with learning or physical disabilities, mental health difficulties or with sight or hearing loss, who need more intensive or specialised support than can be provided at home.
18	Workforce recruitment and retention	1. Improve retention of existing workforce 2. Local recruitment initiatives 3. Increase hours worked by existing workforce 4. Additional or redeployed capacity from current care workers 5. Other	These scheme types were introduced in planning for the 22-23 AS Discharge Fund. Use these scheme decriptors where funding is used to for incentives or activety to recruit and retain staff or to incentivise staff to increase the number of hours they work.
19	Other		Where the scheme is not adequately represented by the above scheme types, please outline the objectives and services planned for the scheme in a short description in the comments column.

Scheme type	Units
Assistive Technologies and Equipment	Number of beneficiaries
Home Care or Domiciliary Care	Hours of care (Unless short-term in which case it is packages)
Bed based intermediate Care Services	Number of placements
Home-based intermediate care services	Packages
Residential Placements	Number of beds
DFG Related Schemes	Number of adaptations funded/people supported
Workforce Recruitment and Retention	WTE's gained
Carers Services	Beneficiaries

See next sheet for Scheme Type (and Sub Type) descriptions

Better Care Fund 2024-25 Q2 Reporting Template

To Add New Schemes

6. Expenditure

Selected Health and Wellbeing Board: Sefton

<< Link to summary sheet

Running Balances	2024-25 Income	Expenditure to date	Percentage spent	Balance
DFG	£5,261,093	£2,525,479	48.00%	£2,735,614
Minimum NHS Contribution	£29,512,515	£14,846,775	50.31%	£14,665,740
iBCF	£15,725,903	£7,862,952	50.00%	£7,862,951
Additional LA Contribution	£497,100	£291,407	58.62%	£205,693
Additional NHS Contribution	£3,892,907	£1,835,619	47.15%	£2,057,288
Local Authority Discharge Funding	£3,674,579	£1,628,255	44.31%	£2,046,324
ICB Discharge Funding	£2,718,153	£1,359,077	50.00%	£1,359,076
Total	**£61,282,250**	**£30,349,564**	**49.52%**	**£30,932,686**

Comments if income changed

Required Spend

This is in relation to National Conditions 2 and 3 only. It does NOT make up the total Minimum ICB Contribution (on row 33 above).

	2024-25 Minimum Required Spend	Expenditure to date	Balance
NHS Commissioned Out of Hospital spend from the minimum ICB allocation	£8,386,620	£6,169,035	£2,217,585
Adult Social Care services spend from the minimum ICB allocations	£15,165,328	£7,727,620	£7,437,708

Checklist Column complete: No Yes

Scheme ID	Scheme Name	Brief Description of Scheme	Scheme Type	Sub Types	Please specify if 'Scheme Type' is 'Other'	Planned Outputs for 2024-25	Outputs delivered to date (Number or NA if no plan)	Units	Area of Spend	Please specify if 'Area of Spend' is 'other'	Commissioner	% NHS (if Joint Commissioner)	% LA (if Joint Commissioner)	Provider	Source of Funding	Previously entered Expenditure for 2024-25 (£)	Expenditure to date (£)	Comments
1	Virtual Ward/CC2H	Virtual Ward Team	Integrated Care Planning and Navigation	Assessment teams/joint assessment		0	0		Community Health		NHS			NHS Community Provider	Minimum NHS Contribution	£2,068,692	£1,034,347	Expenditure will increase from November due to the NHS pay award which will be backdated to April
1	Virtual Ward/CC2H	Virtual Ward Team	Integrated Care Planning and Navigation	Assessment teams/joint assessment		0	0		Community Health		NHS			NHS Community Provider	Additional NHS Contribution	£941,660	£470,830	Expenditure will increase from November due to the NHS pay award which will be backdated to April
2	Community Matrons	Community Matrons Team	Community Based Schemes	Multidisciplinary teams that are supporting independence, such as		0	0		Community Health		NHS			NHS Community Provider	Minimum NHS Contribution	£570,371	£285,185	Expenditure will increase from November due to the NHS pay award which will be backdated to April
3	Children's Community Nursing Outreach	Children's Community Nursing Outreach Team	Community Based Schemes	Multidisciplinary teams that are supporting independence, such as		0	0		Community Health		NHS			NHS Acute Provider	Minimum NHS Contribution	£311,216	£155,608	Expenditure will increase from November due to the NHS pay award which will be backdated to April
4	Community Treatment Rooms	Community Treatment Rooms	Community Based Schemes	Multidisciplinary teams that are supporting independence, such as		0	0		Community Health		NHS			NHS Community Provider	Minimum NHS Contribution	£329,728	£164,864	Expenditure will increase from November due to the NHS pay award which will be backdated to April
5	District Nurses(Twilight Nursing)	District Nurses(Twilight Nursing)	Community Based Schemes	Multidisciplinary teams that are supporting independence, such as		0	0		Community Health		NHS			NHS Community Provider	Minimum NHS Contribution	£1,077,110	£538,555	Expenditure will increase from November due to the NHS pay award which will be backdated to April
6	District Nurses Out of Hours	District Nurses Out of Hours	Community Based Schemes	Multidisciplinary teams that are supporting independence, such as		0	0		Community Health		NHS			NHS Community Provider	Minimum NHS Contribution	£666,397	£333,198	Expenditure will increase from November due to the NHS pay award which will be backdated to April
7	District Nurses Out of Hours	District Nurses Out of Hours - Additional Capacity in Southport & Formby	Community Based Schemes	Multidisciplinary teams that are supporting independence, such as		0	0		Community Health		NHS			NHS Community Provider	Minimum NHS Contribution	£190,895	£95,447	Expenditure will increase from November due to the NHS pay award which will be backdated to April
8	Alcohol Nurse	Alcohol Nurse	Community Based Schemes	Multidisciplinary teams that are supporting independence, such as		0	0		Acute		NHS			NHS Acute Provider	Minimum NHS Contribution	£27,767	£13,883	Expenditure will increase from November due to the NHS pay award which will be backdated to April
9	HALS (Alcohol Liaison)	HALS - Alcohol Liaison Service	Community Based Schemes	Multidisciplinary teams that are supporting independence, such as		0	0		Acute		NHS			NHS Acute Provider	Minimum NHS Contribution	£96,026	£48,013	Expenditure will increase from November due to the NHS pay award which will be backdated to April
10	Phlebotomy	Phlebotomy Service	Community Based Schemes	Multidisciplinary teams that are supporting independence, such as		0	0		Acute		NHS			NHS Acute Provider	Minimum NHS Contribution	£129,577	£64,789	Expenditure will increase from November due to the NHS pay award which will be backdated to April
11	Respiratory/Community Response Team	Respiratory community response team	Community Based Schemes	Multidisciplinary teams that are supporting independence, such as		0	0		Community Health		NHS			NHS Acute Provider	Minimum NHS Contribution	£1,149,851	£574,926	Expenditure will increase from November due to the NHS pay award which will be backdated to April
12	Community Heart Failure/Cardiac Rehab	Community Heart Failure/Cardiac Rehab Services	Community Based Schemes	Multidisciplinary teams that are supporting independence, such as		0	0		Community Health		NHS			NHS Acute Provider	Minimum NHS Contribution	£735,813	£367,906	Expenditure will increase from November due to the NHS pay award which will be backdated to April

13	Community Dietetics (inc Enteral Feeding)	Community Dietetics (inc Enteral Feeding) Service	Community Based Schemes	Multidisciplinary teams that are supporting independence, such as		0	0		Community Health		NHS			NHS Community Provider	Minimum NHS Contribution	£387,574	£193,787	Expenditure will increase from November due to the NHS pay award which will be backdated to April
14	Community Nursing Team	Children's Community Nursing Team	Community Based Schemes	Multidisciplinary teams that are supporting independence, such as		0	0		Community Health		NHS			NHS Community Provider	Minimum NHS Contribution	£86,770	£43,385	Expenditure will increase from November due to the NHS pay award which will be backdated to April
15	Community Paediatrics	Community Paediatrics	Community Based Schemes	Multidisciplinary teams that are supporting independence, such as		0	0		Community Health		NHS			NHS Community Provider	Minimum NHS Contribution	£345,925	£172,962	Expenditure will increase from November due to the NHS pay award which will be backdated to April
16	Advocacy	Statutory and Community Advocacy Services	Care Act Implementation Related Duties	Other	Advocacy Services	0	0		Social Care		Joint	100.0%	0.0%	Charity / Voluntary Sector	Minimum NHS Contribution	£74,067	£37,033	Annual uplift in plan higher than contract value
16	Advocacy	Statutory and Community Advocacy Services	Care Act Implementation Related Duties	Independent Mental Health Advocacy	Advocacy Services	0	0		Social Care		Joint	100.0%	0.0%	Charity / Voluntary Sector	Additional NHS Contribution	£277,355	£66,818	Sefton Advocacy contract only
16	Advocacy	Statutory and Community Advocacy Services	Care Act Implementation Related Duties	Other	Advocacy Services				Social Care		Joint	0.0%	100.0%	Charity / Voluntary Sector	Additional LA Contribution	£252,100	£168,907	
17	Social Work	Additional Social Worker Capacity - Mobile Working	Care Act Implementation Related Duties	Other	Social Workers				Social Care		LA			Local Authority	Minimum NHS Contribution	£51,000	£25,500	
18	Care Act	Care Act Implementation Related Duties	Care Act Implementation Related Duties	Other	Includes Additional SW/ Safeguarding				Social Care		LA			Local Authority	Minimum NHS Contribution	£916,596	£458,298	
19	Care Act	Care Act Implementation Related Duties	Care Act Implementation Related Duties	Other	Deprivation of Liberty Safeguards				Social Care		LA			Local Authority	Minimum NHS Contribution	£81,000	£40,500	
20	Carers Breaks & Respite	Carers Breaks & Respite	Carers Services	Respite services		590	295	Beneficiaries	Social Care		LA			Private Sector	Minimum NHS Contribution	£826,068	£413,034	
21	Carers Card Initiative	Carers Card Initiative	Carers Services	Other	Carer Advice and Support	590	295	Beneficiaries	Social Care		LA			Local Authority	Minimum NHS Contribution	£20,000	£10,000	Year end recharge for service
22	Investment in Sensory Support Eye Clinic Liason	Bradbury Fields Voluntary Service	Integrated Care Planning and Navigation	Care navigation and planning					Social Care		LA			Charity / Voluntary Sector	Minimum NHS Contribution	£17,000	£8,500	
23	Intermediate Care (LH)	Intermediate Care (LH)	Bed based intermediate Care Services (Reablement,	Bed-based intermediate care with rehabilitation (to support discharge)		30	15	Number of placements	Acute		NHS			NHS Community Provider	Minimum NHS Contribution	£1,173,136	£586,568	Expenditure will increase from November due to the NHS pay award which will be backdated to April
24	Intermediate Care - Community	Intermediate Care Services	Community Based Schemes	Multidisciplinary teams that are supporting independence, such as	Rapid / Crisis Response	0	0		Community Health		NHS			NHS Community Provider	Minimum NHS Contribution	£1,613,127	£806,564	Expenditure will increase from November due to the NHS pay award which will be backdated to April
25	Intermediate Care Services	Intermediate Care Services (North Sefton) Dovehaven/ Birch Abbey	Bed based intermediate Care Services (Reablement,	Bed-based intermediate care with rehabilitation (to support discharge)		35	17	Number of placements	Acute		NHS			NHS Community Provider	Minimum NHS Contribution	£1,402,914	£836,288	Includes complex beds and 2hr UCR
26	GP Call Handling Service	HICM for Managing Transfer of Care	Community Based Schemes	Multidisciplinary teams that are supporting independence, such as		0	0		Primary Care		NHS			NHS Community Provider	Minimum NHS Contribution	£79,829	£39,914	Expenditure will increase from November due to the NHS pay award which will be backdated to April
27	Discharge Planning	Integrated Care Planning and Navigation	Integrated Care Planning and Navigation	Care navigation and planning		0	0		Acute		NHS			NHS Acute Provider	Minimum NHS Contribution	£158,501	£79,250	Expenditure will increase from November due to the NHS pay award which will be backdated to April
28	Community Equipment	Assistive Technologies and Equipment	Assistive Technologies and Equipment	Community based equipment		14500	7250	Number of beneficiaries	Social Care		NHS			Local Authority	Minimum NHS Contribution	£924,884	£462,442	
29	Community Equipment Additional	Assistive Technologies and Equipment	Assistive Technologies and Equipment	Community based equipment		14500	7250	Number of beneficiaries	Social Care		NHS			Local Authority	Minimum NHS Contribution	£358,393	£179,196	
30	Home from Hospital	Home Care or Domiciliary Care	Home Care or Domiciliary Care	Domiciliary care to support hospital discharge (Discharge to Assess pathway 1)		9400	4700	Hours of care (Unless short-term in which case it is packages)	Social Care		LA			Private Sector	Minimum NHS Contribution	£203,206	£101,603	
31	Early Discharge	Home Care or Domiciliary Care	Home Care or Domiciliary Care	Domiciliary care to support hospital discharge (Discharge to Assess pathway 1)		11800	5900	Hours of care (Unless short-term in which case it is packages)	Social Care		LA			Private Sector	Minimum NHS Contribution	£254,915	£127,457	
32	Intermediate Care - Chase Heys	Intermediate Care - Chase Heys - Therapy Provision	Bed based intermediate Care Services (Reablement,	Other	OT Therapy supporting	14	14	Number of placements	Community Health		NHS			Private Sector	Minimum NHS Contribution	£255,982	£127,991	No invoices paid to date
33	Intermediate Care Worker	Intermediate Care Worker Post - Chase Heys	Workforce recruitment and retention					WTE's gained	Social Care		LA			Private Sector	Minimum NHS Contribution	£20,434	£10,217	
34	Intermediate Care Services	Intermediate Care Services- Chase Heys	Bed based intermediate Care Services (Reablement,	Bed-based intermediate care with rehabilitation (to support discharge)		11	11	Number of placements	Social Care		LA			Private Sector	Additional NHS Contribution	£448,717	£224,358	
35	End of Life Service - SW	End of Life Service - Social Work Lobby Team - Contribution to Post	Personalised Care at Home	Other	End of Life				Social Care		LA			Local Authority	Minimum NHS Contribution	£13,736	£6,868	Additional uplift
36	Reablement	Reablement - Block Contract Provision	Reablement in a persons own home						Social Care		LA			Private Sector	Minimum NHS Contribution	£1,060,453	£530,227	
37	Community Stores Equipment and Adaptations	Assistive Technologies and Equipment	Assistive Technologies and Equipment	Community based equipment		14500	7250	Number of beneficiaries	Social Care		LA			Local Authority	Minimum NHS Contribution	£391,000	£195,500	

38	Adult Social Worker Capacity and Supporting	Lead Practitioners and Social Workers Embedded into Discharge Planning Teams	Integrated Care Planning and Navigation	Care navigation and planning					Social Care		LA			Local Authority	Minimum NHS Contribution	£596,418	£298,209	
39	Telecare to Support People at Home	Sefton Careline Service	Assistive Technologies and Equipment	Assistive technologies including telecare		5000	2500	Number of beneficiaries	Social Care		LA			Local Authority	Minimum NHS Contribution	£150,000	£75,000	Year end recharge for service
40	Equipment and Telecare	Assistive Technologies and Equipment	Assistive Technologies and Equipment	Community based equipment		5000	2500	Number of beneficiaries	Social Care		LA			Local Authority	Minimum NHS Contribution	£73,000	£36,500	
41	DFG	DFG Related Schemes	DFG Related Schemes	Adaptations, including statutory DFG grants		823	400	Number of adaptations funded/people supported	Social Care		NHS			Local Authority	DFG	£5,261,093	£2,525,479	
42	Falls	Prevention / Early Intervention	Prevention / Early Intervention	Social Prescribing		0	0		Other	Public Health Comissoned Services and CCG	NHS			Local Authority	Minimum NHS Contribution	£79,474	£21,874	As per 23/24 contract
43	Alder Hey CAMHS	Alder Hey CAMHS Service	Integrated Care Planning and Navigation	Assessment teams/joint assessment		0	0		Mental Health		NHS			NHS Mental Health Provider	Minimum NHS Contribution	£1,067,702	£533,851	Expenditure will increase from November due to the NHS pay award which will be backdated to April
44	Reablement Rapid Response	Rapid Response Service	Reablement in a persons own home						Social Care		LA			Private Sector	iBCF	£282,700	£141,350	
45	Contribution to Placements & Packages	Residential Placements	Residential Placements	Supported housing		14	14	Number of beds	Social Care		LA			Private Sector	iBCF	£927,590	£463,795	
45	Contribution to Placements & Packages	Residential Placements	Residential Placements	Learning disability		115	115	Number of beds	Social Care		LA			Private Sector	iBCF	£3,906,340	£1,953,170	
45	Contribution to Placements & Packages	Residential Placements	Residential Placements	Care home		119	119	Number of beds	Social Care		LA			Private Sector	iBCF	£4,003,883	£2,001,942	
45	Contribution to Placements & Packages	Residential Placements	Residential Placements	Nursing home		66	66	Number of beds	Social Care		LA			Private Sector	iBCF	£2,280,050	£1,140,025	
45	Contribution to Placements & Packages	Home Care or Domiciliary Care	Home Care or Domiciliary Care	Domiciliary care packages		119200	59600	Hours of care (Unless short-term in which case it is packages)	Social Care		LA			Private Sector	iBCF	£2,571,250	£1,285,625	
45	Contribution to Placements & Packages	Personalised Budgeting and Commissioning	Personalised Budgeting and Commissioning						Social Care		LA			Private Sector	iBCF	£1,754,090	£877,045	
46	NHS Transfer to Social Care	Residential Placements	Residential Placements	Learning disability		71	71	Number of beds	Social Care		LA			Private Sector	Minimum NHS Contribution	£2,383,548	£1,191,774	
46	NHS Transfer to Social Care	Residential Placements	Residential Placements	Care home		72	72	Number of beds	Social Care		LA			Private Sector	Minimum NHS Contribution	£2,443,057	£1,221,529	
46	NHS Transfer to Social Care	Residential Placements	Residential Placements	Nursing home		40	40	Number of beds	Social Care		LA			Private Sector	Minimum NHS Contribution	£1,391,222	£695,611	
46	NHS Transfer to Social Care	Home Care or Domiciliary Care	Home Care or Domiciliary Care	Domiciliary care packages		72750	36375	Hours of care (Unless short-term in which case it is packages)	Social Care		LA			Private Sector	Minimum NHS Contribution	£1,568,920	£784,460	
46	NHS Transfer to Social Care	Personalised Budgeting and Commissioning	Personalised Budgeting and Commissioning						Social Care		LA			Private Sector	Minimum NHS Contribution	£1,070,328	£535,164	
46	NHS Transfer to Social Care	Residential Placements	Residential Placements	Supported housing		8	8	Number of beds	Social Care		LA			Private Sector	Minimum NHS Contribution	£565,995	£282,998	
47	Integration & Transformation	Integration & Transformation	Enablers for Integration	System IT Interoperability		0	0		Other	Integration & Transformation	NHS			Local Authority	Additional NHS Contribution	£286,620	£143,310	
49	Sefton LA Discharge	Facilitated discharge - Complex care support & advanced care planning -	Other			0	0		Social Care		LA			Private Sector	Local Authority Discharge	£1,218,229	£609,115	
49	Sefton LA Discharge	Improving patient flow - Enhanced Home First	Home Care or Domiciliary Care	Other	enhanced reablement and Dom care and	67150	33575	Hours of care (Unless short-term in which case it is packages)	Social Care		LA			Private Sector	Local Authority Discharge	£1,248,000	£624,000	
49	Sefton LA Discharge	Improving patient flow- Transfer fo care hub	Other			0	0		Social Care		LA			Local Authority	Local Authority Discharge	£1,208,350	£395,140	
50	ICB Discharge	Beds - intermediate care- Additional bed capacity to support step up and step	Bed based intermediate Care Services (Reablement,	Bed-based intermediate care with reablement (to support discharge)		95	47	Number of placements	Acute		NHS			NHS Community Provider	ICB Discharge Funding	£1,291,225	£645,613	Expenditure will increase from November due to the NHS pay award which will be backdated to April
50	ICB Discharge	Beds - intermediate care Medical Cover	Bed based intermediate Care Services (Reablement,	Bed-based intermediate care with reablement (to support discharge)		43	21	Number of placements	Acute		NHS			NHS Community Provider	ICB Discharge Funding	£162,000	£81,000	Expenditure will increase from November due to the NHS pay award which will be backdated to April
50	ICB Discharge	Admission avoidance - Extension of 2hr UCR	High Impact Change Model for Managing Transfer of Care	Monitoring and responding to system demand and capacity					Other	Integrated approach	NHS			NHS Community Provider	ICB Discharge Funding	£154,000	£77,000	Expenditure will increase from November due to the NHS pay award which will be backdated to April
50	ICB Discharge	Facilitated discharge - Complex care support & advanced care planning	Integrated Care Planning and Navigation	Care navigation and planning					Other	Integrated approach	NHS			NHS Community Provider	ICB Discharge Funding	£1,110,928	£555,464	Expenditure will increase from November due to the NHS pay award which will be backdated to April

51	Woodlands	Short Term Supported Living	Community Based Schemes	Other	MH step up/down facility				Social Care		Joint	50.0%	50.0%	Private Sector	Additional LA Contribution	£245,000	£122,500	
51	Woodlands	Short Term Supported Living	Community Based Schemes	Other	MH step up/down facility	0	0		Social Care		Joint	50.0%	50.0%	Private Sector	Additional NHS Contribution	£258,867	£129,434	
48	Ageing well	ICRAS team (Integrated Community, Reablement and Assessment Service) and	Community Based Schemes	Multidisciplinary teams that are supporting independence, such as		0	0		Community Health		NHS			NHS Community Provider	Additional NHS Contribution	£1,008,084	£487,574	Expenditure will increase from November due to the NHS pay award which will be backdated to April
48	Ageing well	Reablement Rapid Access service	Community Based Schemes	Multidisciplinary teams that are supporting independence, such as		0	0		Community Health		NHS			Local Authority	Additional NHS Contribution	£469,398	£212,192	
48	Ageing well	Falls pick up service	Community Based Schemes	Multidisciplinary teams that are supporting independence, such as		0	0		Community Health		NHS			Charity / Voluntary Sector	Additional NHS Contribution	£91,546	£45,773	
48	Ageing well	VCF sector support for discharge schemes	Community Based Schemes	Multidisciplinary teams that are supporting independence, such as		0	0		Community Health		NHS			Charity / Voluntary Sector	Additional NHS Contribution	£110,660	£55,330	
48	Ageing Well	Ageing Well	Community Based Schemes	Multidisciplinary teams that are supporting independence, such as	0	0	0		Community Health	0	NHS	0.0%		NHS Community Provider	Minimum NHS Contribution	£52,898	£0	Not recruited to posts

This page is intentionally left blank

Sefton Council

Section 75 Agreement

Date of meeting:	4th December 2024		
Report to:	Health and Wellbeing Board		
Report of:	Executive Director - Adult Social Care, Health and Wellbeing / Cheshire & Merseyside ICB Place Director Sefton		
Portfolio:	Adult Social Care		
Wards affected:	All		
Is this a key decision:	No	Included in Forward Plan:	No
Exempt/confidential report:	No		

1. Summary:

To acknowledge and approve Section 75 agreement between Cheshire and Merseyside ICB and Sefton Metropolitan Borough Council .

2. Recommendation(s):

That the HWWB retrospectively approves the agreement of the BCF Section 75 between Cheshire and Merseyside ICB and Sefton Borough Council for 2024/25.

3. The Rationale and Evidence for the Recommendations

The Better Care Fund (BCF) for Sefton is £61m for 24/25 and is integral to providing funding for transformation and joint commissioning across Adult Social Care (ASC) and Health.

The s75 Agreement of the National Health Services Act 2006 allows NHS bodies and local authorities to pool resources and delegate certain NHS and local authority health-related functions to the other partner(s) in order to support transformation and an improve the way those functions are exercised, via the BCF.

The BCF strategically aligns with the Corporate Plan priorities, Health and Wellbeing and Adult Social Care.

The s75 agreement was for an initial period of up to 4 years from 2022 to 2026. However, as BCF funding has only been announced for the financial year 2024/25, at this stage, Officers only seek extension of the s75agreement for a further year. The aims and benefits of extending the s75 Agreement are to:

1 improve the quality and efficiency of the services

2 meet the National Conditions of the BCF and local objectives

3 make more effective use of resources through the establishment and maintenance of a pooled fund for revenue expenditure of the Services

Given that BCF funding varies year on year and prioritises can change, Officers consider that the s75 Agreement should be varied and have agreed this approach with Cheshire and Mersey ICB. As such the s75 Agreement has been updated to reflect the 2024-25 approved BCF plan for Sefton Borough

The BCF plan for 24/25 was updated to reflect the updated income and guidance from NHSE including new schemes, update funding allocation for existing schemes and remove those no longer being funding. These changes ensure optimal benefits for the Borough.

The 23/24 BCF Plan has gone through a formal process of review by Cheshire and Mersey ICB, Sefton HWBB and NHSE. This was completed in June 2024.

4. Financial Implications

The value of the s75 Agreement for 24/25 is £61,282,250 this is an increase of £3,887,497 compared to the previous year. This increase reflects the revised BCF Plan and the s75 Agreement provides that approval of the BCF Plan and sums payable via Cheshire and Mersey ICB, then HWBB which includes the Lead Member Health and Wellbeing.

5. Legal Implications

Officers recommend the variation and extension of the s75 Agreement as set out in Section 3 and Appendix 1.

Given the value of the contract it will be signed under seal by Corporate Legal Services.

6. Risk Implications

There are no risk implications for the Council arising from this agreement

7. Staffing HR Implications

There are no implications for Council staff arising from this agreement.

6 Conclusion

Given that the s75 agreement was agreed and signed off in 23/24 and that the only variation is BCF budget 23/24 we recommend that the HWBB sign off s75.

Alternative Options Considered and Rejected

There are no alternative options to be considered, given that it is necessary to have a Sec75 agreement in place.

Equality Implications: There are no equality implications arising from this agreement
Impact on Children and Young People: None
Climate Emergency Implications: Recommendations within this report will have a neutral impact

What consultations have taken place on the proposals and when?

(A) Internal Consultations

The Executive Director of Corporate Services & Commercial (FD 7864/24) and the Chief Legal and Democratic Officer (LD 5964/24) have been consulted and any comments have been incorporated into the report.

(B) External Consultations

Given the nature of the s75 Agreement,other than consulting with the Cheshire and Merseyside ICB, there are no requirements for external consultations. communication strategy or campaign.

Implementation Date for the Decision:

With immediate effect.

Contact Officer:	Lorraine Regan
Telephone Number:	07814195182
Email Address:	Lorraine.Regan@sefton.gov.uk

Appendices:

Appendix 1 is the s75 agreement.

Background Papers:

None

Appendix 1.

Dated 2024

SEFTON METROPOLITAN BOROUGH COUNCIL

and

CHESHIRE AND MERSEY INTEGRATED CARE BOARD

FRAMEWORK PARTNERSHIP AGREEMENT RELATING TO THE COMMISSIONING OF HEALTH AND SOCIAL CARE SERVICES TO DELIVER THE SEFTON COUNCIL BETTER CARE FUND PLAN

Contents

THIS AGREEMENT is made on day of 2024

PARTIES

(1) **SEFTON METROPOLITAN BOROUGH COUNCIL** of MAGDALEN HOUSE, 30 TRINITY ROAD, BOOTLE L20 3NJ (the **"Council"**)

(2) **CHESHIRE AND MERSEY INTEGRATED CARE BOARD** of NHS Cheshire and Merseyside, Regatta Place, Brunswick Business Park, Summers Lane, Liverpool L3 4BL (the "**ICB"**)

BACKGROUND

(A) The Council has responsibility for commissioning and/or providing social care services on behalf of the population of the borough of Sefton.

(B) The ICB has the responsibility for commissioning health services pursuant to the 2006 Act in the borough of Sefton.

(C) The Better Care Fund has been established by the Government to provide funds to local areas to support the integration of health and social care and to seek to achieve the National Conditions and Local Objectives. It is a requirement of the Better Care Fund that the ICB and the Council establish a pooled fund for this purpose. The Partners wish to extend the use of pooled funds to include funding streams from outside of the Better Care Fund, such as NHS England Ageing Well Funding.3

(D) Section 75 of the 2006 Act gives powers to local authorities and clinical commissioning groups to establish and maintain pooled funds out of which payment may be made towards expenditure incurred in the exercise of prescribed local authority functions and prescribed NHS functions.

(E) The purpose of this Agreement is to set out the terms on which the Partners have agreed to collaborate and to establish a framework through which the Partners can secure the future position of health and social care services through lead or joint commissioning arrangements. It is also means through which the Partners will to pool funds and align budgets as agreed between the Partners.

(F) The aims and benefits of the Partners in entering into this Agreement are to:

a) improve the quality and efficiency of the Services;

b) meet the National Conditions and Local Objectives;

c) make more effective use of resources through the establishment and maintenance of a pooled fund for revenue expenditure on the Services.and

d) support and progress development and operation of partnership arrangements as part of the implementation of the Health and Care Act 2022

(G) The Partners are entering into this Agreement in exercise of the powers referred to in Section 75 of the 2006 Act and/or Section 13Z(2) and 14Z(3) of the 2006 Act as applicable, to the extent that exercise of these powers is required for this Agreement.

1 DEFINED TERMS AND INTERPRETATION

1.1 In this Agreement, save where the context requires otherwise, the following words, terms and expressions shall have the following meanings:

2000 Act means the Freedom of Information Act 2000.

2004 Regulations means the Environmental Information Regulations 2004.

2006 Act means the National Health Service Act 2006.

Affected Partner means, in the context of Clause 23, the Partner whose obligations under the Agreement have been affected by the occurrence of a Force Majeure Event

Agreement means this agreement including its Schedules and Appendices.

Annual Report means the annual report produced by the Partners in accordance with Clause 19

Approved Expenditure means any expenditure approved by the Partners in writing or as set out in the Scheme Specification in relation to an Individual Service above any Contract Price, Permitted Expenditure or agreed Third Party Costs.

Authorised Officers means an officer of each Partner appointed to be that Partner's representative for the purpose of this Agreement.

BCF Quarterly Report means the quarterly report produced by the Partners and provided to the Health and Wellbeing Board

BCF 2015 Agreement means the agreement between the Parties in respect of the Better Care Fund for the period commencing 1 April 2015

Better Care Fund means the Better Care Fund as described in NHS England Publications Gateway Ref. No.00314 and NHS England Publications Gateway Ref. No.00535 as relevant to the Partners.

Better Care Fund Plan means the plan agreed by the Partners for the relevant Financial Year setting out the Partners plan for the use of the Better Care Fund as attached as Schedule 6.

Better Care Fund Requirements means any and all requirements on the ICB and Council in relation to the Better Care Fund set out in Law and guidance published by the DoH.

ICB Statutory Duties means the duties of the ICB pursuant to Sections 14P to 14Z2 of the 2006 Act

Change in Law means the coming into effect or repeal (without re-enactment or consolidation) in England of any Law, or any amendment or variation to any Law, or any judgment of a relevant court of law which changes binding precedent in England after the Commencement Date

Commencement Date means 00:01 hrs on 1st April 2024.

Confidential Information means information, data and/or material of any nature which any Partner may receive or obtain in connection with the operation of this Agreement and the Services and:

(a) which comprises Personal Data or Sensitive Personal Data or which relates to any patient or his treatment or medical history;
(b) the release of which is likely to prejudice the commercial interests of a Partner or the interests of a Service User respectively; or
(c) which is a trade secret.

Contract Price means any sum payable under a Services Contract as consideration for the provision of goods, equipment or services as required as part of the Services and which, for the avoidance of doubt, does not include any Default Liability.

Data Protection Legislation means (i)all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR and the Data Protection Act 2018 to the extent that it relates to the processing of personal data and privacy; and (ii) (to the extent that it may be applicable) the EU GDPR. The UK GDPR and The EU GDPR are defined in section 3 of the Data Protection Act 2018.

Data Controller shall have the meaning given in the UK GDPR

Data Processor shall have the meaning given in the UK GDPR

Default Liability means any sum which is agreed or determined by Law or in accordance with the terms of a Services Contract to be payable by any Partner(s) as a consequence of (i) breach by any or all of the Partners of an obligation(s) in whole or in part) under a Services Contract or (ii) any act or omission of a third party for which any or all of the Partners are, under the terms of the relevant Services Contract.6

Financial Contributions means the financial contributions made by each Partner to a Pooled Fund in any Financial Year.

Financial Year means each financial year running from 1 April in any year to 31 March in the following calendar year.

Force Majeure Event means one or more of the following:

(a) war, civil war (whether declared or undeclared), riot or armed conflict;
(b) acts of terrorism;
(c) acts of God;
(d) fire or flood;
(e) industrial action;
(f) prevention from or hindrance in obtaining raw materials, energy or other supplies;
(g) any form of contamination or virus outbreak; and
(h) any other event (excluding industrial action),

in each case where such event is beyond the reasonable control of the Partner claiming relief

NOTE: For the avoidance of doubt, industrial action shall not be considered a Force Majeure Event.

Functions means the NHS Functions and the Health Related Functions

GDPR means the UK GDPR or any successor or replacement legislation

.

Health Related Functions means those of the health related functions of the Council, specified in Regulation 6 of the Regulations as relevant to the commissioning of the Services and which may be further described in the relevant Scheme Specification.

Host Partner means for each Pooled Fund the Partner that will host the Pooled Fund and for any Non Pooled Fund the Partner that will host the Non Pooled Fund

Health and Wellbeing Board means the Health and Wellbeing Board established by the Council pursuant to Section 194 of the Health and Social Care Act 2012.

Health and Wellbeing Board Executive Group means the Group responsible for review of performance and oversight of this Agreement as set out in Clause 18.2 and Schedule 2 or such other arrangements for governance as the Partners agree.

Health and Wellbeing Board Executive Group Quarterly Reports means the reports that the Pooled Fund Manager shall produce and provide to the Health and Wellbeing Board Executive Group on a Quarterly basis.

Indirect Losses means loss of profits, loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis.

Individual Scheme means one of the schemes which has been agreed by the Partners to be included within this Agreement using the powers under Section 75 as documented in a Scheme Specification.

Integrated Commissioning means arrangements by which both Partners commission Services in relation to an individual Scheme on behalf of each other in exercise of both the NHS Functions and Council Functions through integrated structures.

Joint (Aligned) Commissioning means a mechanism by which the Partners jointly commission a Service. For the avoidance of doubt, a joint (aligned) commissioning arrangement does not involve the delegation of any functions pursuant to Section 75.

Law means:

(a) any statute or proclamation or any delegated or subordinate legislation;

(b) any enforceable community right within the meaning of Section 2(1) European Communities Act 1972;

(c) any guidance, direction or determination with which the Partner(s) or relevant third party (as applicable) are bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Partner(s) or relevant third party (as applicable); and

(d) any judgment of a relevant court of law which is a binding precedent in England.

Lead Commissioning Arrangements means the arrangements by which one Partner commissions Services in relation to an Individual Scheme on behalf of the other Partner in exercise of both the NHS Functions and the Health Related Functions.

Lead Partner means the Partner responsible for commissioning an Individual Service under a Scheme Specification.

.

Losses means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services), proceedings, demands and charges whether arising under statute, contract or at common law but excluding Indirect Losses and "Loss" shall be interpreted accordingly.

Month means a calendar month.

National Conditions mean the national conditions as set out in the National Guidance as are amended or replaced from time to time.

National Guidance means any and all guidance in relation to the Better Care Fund as issued from to time to time by NHS England, the Department of Communities and Local Government, the Department of Health, the Local Government Association either collectively or separately.

NHS Functions means those of the NHS functions listed in Regulation 5 of the Regulations as are exercisable by the ICB as are relevant to the commissioning of the Services and which may be further described in each Service Schedule.

Non Pooled Fund means the budget detailing the financial contributions of the Partners which are not included in a Pooled Fund in respect of a particular Service as set out in the relevant Scheme Specification.

Non-Recurrent Payments means funding provided by a Partner to a Pooled Fund in addition to the Financial Contributions pursuant to arrangements agreed in accordance with Clause 8.4.

Overspend means any expenditure from a Pooled Fund in a Financial Year which exceeds the Financial Contributions for that Financial Year.

Partner means each of the ICB and the Council, and references to "**Partners**" shall be construed accordingly.

Health and Wellbeing Board Executive Group means the Health and Wellbeing Board Executive Group responsible for review of performance and oversight of this Agreement as set out in Clause

18.2 and Schedule 2 or such other arrangements for governance as the Partners agree.

Health and Wellbeing Board Executive Group Quarterly Reports means the reports that the Pooled Fund Manager shall produce and provide to the Health and Wellbeing Board Executive Group on a Quarterly basis

Permitted Budget means in relation to a Service where the Council is the Provider, the budget that the Partners have set in relation to the particular Service.

Permitted Expenditure has the meaning given in Clause 7.3.

Personal Data means Personal Data as defined by the Data Protection Legislation

Pooled Fund means any pooled fund established and maintained by the Partners as a pooled fund in accordance with the Regulations

Pooled Fund Manager means such officer of the Host Partner which includes a Section 113 Officer for the relevant Pooled Fund established under an Individual Scheme as is nominated by the Host Partner from time to time to manage the Pooled Fund in accordance with Clause 8.

Provider means a provider of any Services commissioned under the arrangements set out in this Agreement including the Council where the Council is a provider of any Services.

Office for Health Improvement and Disparities means the SOSH formerly known as Public Health England.

Quarter means each of the following periods in a Financial Year:

1 April to 30 June

1 July to 30 September

1 October to 31 December

1 January to 31 March

and "**Quarterly**" shall be interpreted accordingly.

Regulations means the means the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 No 617 (as amended).

Scheme Specification means a specification setting out the arrangements for an Individual Scheme agreed by the Partners to be commissioned under this Agreement.

Sensitive Personal Data means Sensitive Personal Data as defined in the 1998 Act.

Services means such health and social care services as agreed from time to time by the Partners as commissioned under the arrangements set out in this Agreement and more specifically defined in each Scheme Specification.

Services Contract means an agreement entered into by one or more of the Partners in exercise of its obligations under this Agreement to secure the provision of the Services in accordance with the relevant Individual Scheme.

Service Users means those individual for whom the Partners have a responsibility to commission the Services.

SOSH means the Secretary of State for Health.

Third Party Costs means all such third party costs (including legal and other professional fees) in respect of each Individual Scheme as a Partner reasonably and properly incurs in the proper performance of its obligations under this Agreement and as agreed by the Health and Wellbeing Board Executive Group.

Underspend means any expenditure from the Pooled Fund in a Financial Year which is less than the aggregate value of the Financial Contributions for that Financial Year.

Working Day means 8.00am to 6.00pm on any day except Saturday, Sunday, Christmas Day, Good Friday or a day which is a bank holiday (in England) under the Banking & Financial Dealings Act 1971.

1.2 In this Agreement, all references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made thereunder and any conditions attaching thereto.

Where relevant, references to English statutes and statutory provisions shall be construed as references also to equivalent statutes, statutory provisions and rules of law in other jurisdictions.

1.3 Any headings to Clauses, together with the front cover and the index are for convenience only and shall not affect the meaning of this Agreement. Unless the contrary is stated, references to Clauses and Schedules shall mean the clauses and schedules of this Agreement.

1.4 Any reference to the Partners shall include their respective statutory successors, employees and agents.

1.5 In the event of a conflict, the conditions set out in the Clauses to this Agreement shall take priority over the Schedules.

1.6 Where a term of this Agreement provides for a list of items following the word "including" or "includes", then such list is not to be interpreted as being an exhaustive list.

1.7 In this Agreement, words importing any particular gender include all other genders, and the term "person" includes any individual, partnership, firm, trust, body corporate, government, governmental body, trust, agency, unincorporated body of persons or association and a reference to a person includes a reference to that person's successors and permitted assigns.

1.8 In this Agreement, words importing the singular only shall include the plural and vice versa.

1.9 In this Agreement, "staff" and "employees" shall have the same meaning and shall include reference to any full or part time employee or officer, director, manager and agent.

1.10 Subject to the contrary being stated expressly or implied from the context in these terms and conditions, all communication between the Partners shall be in writing.

1.11 Unless expressly stated otherwise, all monetary amounts are expressed in pounds sterling but in the event that pounds sterling is replaced as legal tender in the United Kingdom by a different currency then all monetary amounts shall be converted into such other currency at the rate prevailing on the date such other currency first became legal tender in the United Kingdom.

1.12 All references to the Agreement include (subject to all relevant approvals) a reference to the Agreement as amended, supplemented, substituted, novated or assigned from time to time.

2 TERM

2.1 This Agreement shall come into force on the Commencement Date.

2.2 This Agreement shall continue until 31st December 2026 unless it is terminated in accordance with Clause 21.

2.3 The duration of the arrangements for each Individual Scheme shall be as set out in the relevant Scheme Specification or if not set out, for the duration of this Agreement unless terminated earlier by the Partners.

2.4 This Agreement supersedes the BCF 2015 Agreement without prejudice to the rights and liabilities of the Partners under the BCF 2015 Agreement

-
-
-
-
-
-
-

3 GENERAL PRINCIPLES

3.1 Nothing in this Agreement shall affect:

3.1.1 the liabilities of the Partners to each other or to any third parties for the exercise of their respective functions and obligations (including the Functions); or

3.1.2 any power or duty to recover charges for the provision of any services (including the Services) in the exercise of any local authority function.

3.2 The Partners agree to:

3.2.1 treat each other with respect and an equality of esteem;

3.2.2 be open with information about the performance and financial status of each; and

3.2.3 provide early information and notice about relevant problems.

3.3 For the avoidance of doubt, the aims and outcomes relating to an Individual Scheme may be set out in the relevant Scheme specification.

4 PARTNERSHIP FLEXIBILITIES

4.1 This Agreement sets out the mechanism through which the Partners will work together to commission services. This may include one or more of the following commissioning mechanisms:

4.1.1 Lead Commissioning Arrangements;

4.1.2 Integrated Commissioning;

4.1.3 Joint (Aligned) Commissioning

4.1.4 the establishment of one or more Pooled Funds in relation to Individual Schemes

(the "Flexibilities")

4.2 Where there is Lead Commissioning Arrangements and the ICB is Lead Partner the Council delegates to the ICB and the ICB agrees to exercise, on the Council's behalf, the Health

Related Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the NHS Functions.

4.3 Where there is Lead Commissioning Arrangements and the Council is Lead Partner, the ICB delegates to the Council and the Council agrees to exercise on the ICB behalf the NHS Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the Health Related Functions.

4.4 Where the powers of a Partner to delegate any of its statutory powers or functions are restricted, such limitations will automatically be deemed to apply to the relevant Scheme Specification and the Partners shall agree arrangements designed to achieve the greatest degree of delegation to the other Partner necessary for the purposes of this Agreement which is consistent with the statutory constraints.

4.5 At the Commencement Date the Partners agree that the following shall be in place:

4.5.1 The following Individual Schemes with Lead Commissioning with Council as Lead

Partner: (a) 1a, d, e , f The following Individual Schemes with Lead Commissioning with ICB

as Lead Partner: (a) 1 b, c, g and h

5 FUNCTIONS

5.1 The purpose of this Agreement is to establish a framework through which the Partners can secure the provision of health and social care services in accordance with the terms of this Agreement.

5.2 This Agreement shall include such Functions as shall be agreed from time to time by the Partners as are necessary to commission the Services in accordance with their obligations under this Agreement.

5.3 The Scheme Specifications for the Individual Schemes included as part of this Agreement at the Commencement Date are set out in Schedule 1 Part 2.

5.4 Where the Partners add a new Individual Scheme to this Agreement a Scheme Specification for each Individual Scheme shall be completed and approved by each Partner in accordance with the variation procedure set out in Clause 29 (Variations). Each new Scheme Specification shall be substantially in the form set out in Schedule 1 Part 1 and the Main BCF plan enclosed at Schedule 6

5.5 The Partners shall not enter into a Scheme Specification in respect of an Individual Scheme unless they are satisfied that the Individual Scheme in question will improve health and well-being in accordance with this Agreement.

5.6 The introduction of any Individual Scheme will be subject to business case approval by the Health and Wellbeing Board Executive Group in accordance with the variation procedure set out in Clause 29 (Variations).

6 COMMISSIONING ARRANGEMENTS

General

6.1 The Partners shall comply with the commissioning arrangements as set out in the relevant Scheme Specification

6.2 The Health and Wellbeing Board Executive Group will report back to the Health and Wellbeing Board as required by its Terms of Reference.

6.3 The Partners shall comply with all relevant legal duties and guidance of both Partners in relation to the Services being commissioned.

6.4 Each Partner shall keep the other Partner and the Health and Wellbeing Board Executive Group regularly informed of the effectiveness of the arrangements including the Better Care Fund and any Overspend or Underspend in a Pooled Fund or Non-Pooled Fund.

6.5 Where there are Integrated Commissioning or Lead Commissioning Arrangements in respect of an Individual Scheme then prior to any new Services Contract being entered into the Partners shall agree in writing:

6.5.1 how the liability under each Services Contract shall be apportioned in the event of termination of the relevant Individual Scheme; and

6.5.2 whether the Services Contract should give rights to third parties (and in particular if a Partner is not a party to the Services Contract to that Partner, the Partners shall consider whether or not the Partner that is not to be a party to the Services Contract should be afforded any rights to enforce any terms of the Services Contract under the Contracts (Rights of Third Parties) Act 1999 and if it is agreed that such rights should be afforded the Partner entering the Services Contract shall ensure as far as is reasonably possible that such rights that have been agreed are included in the Services Contract and shall establish how liability under the Services Contract shall be apportioned in the event of termination of the relevant Individual Scheme.)

6.6 The Partners shall comply with the arrangements in respect of Joint (Aligned) Commissioning as set out in the relevant Scheme Specification, which shall include where applicable arrangements in respect of the Services Contracts.

Integrated Commissioning

6.7 Where there are Integrated Commissioning arrangements in respect of an Individual Scheme:

6.7.1 the Partners shall work in cooperation and shall endeavour to ensure that Services in fulfilment of the NHS Functions and Health Related Functions are commissioned with all due skill, care and attention.

6.7.2 Both Partners shall work in cooperation and endeavour to ensure that the relevant Services as set out in each Scheme Specification are commissioned within each Partners Financial Contribution in respect of that particular Service in each Financial Year.

Appointment of a Lead Partner

6.8 Where there are Lead Commissioning Arrangements in respect of an Individual Scheme the Lead Partner shall:

6.8.1 exercise the NHS Functions in conjunction with the Health Related Functions as identified in the relevant Scheme Specification;

6.8.2 endeavour to ensure that the NHS Functions and the Health Related Functions are funded within the parameters of the Financial Contributions of each Partner in relation to each particular Service in each Financial Year.

6.8.3 commission Services for individuals who meet the eligibility criteria set out in the relevant Scheme Specification;

6.8.4 contract with Provider(s) for the provision of the Services on terms agreed with the other Partner;

6.8.5 comply with all relevant legal duties and guidance of both Partners in relation to the Services being commissioned;

6.8.6 where Services are commissioned using the NHS Standard Form Contract, perform the obligations of the "Commissioner" and "Co-ordinating Commissioner" with all due skill, care and attention and where Services are commissioned using any other form of contract to perform its obligations with all due skill and attention;

6.8.7 undertake performance management and contract monitoring of all Service Contracts including (without limitation) the use of contract notices where Services fail to deliver contracted requirements;

6.8.8 make payment of all sums due to a Provider pursuant to the terms of any Services Contract; and

6.8.9 keep the other Partner and Health and Wellbeing Board Executive Group regularly informed of the effectiveness of the arrangements including the Better Care Fund and any Overspend or Underspend in a Pooled Fund or Non Pooled Fund.

7 ESTABLISHMENT OF A POOLED FUND

7.1 In exercise of their respective powers under Section 75 of the 2006 Act, the Partners have agreed to establish and maintain such pooled funds for revenue expenditure as agreed by the Partners. At the Commencement Date there shall be a single Pooled Fund in respect of this Agreement The Pooled
Fund shall be managed and maintained in accordance with the terms of this Agreement.

7.2 Each Pooled Fund shall be managed and maintained in accordance with the terms of this

Agreement.

7.3 Subject to Clause 7.4, it is agreed that the monies held in a Pooled Fund may only be expended on the following:[27]

7.3.1 the Contract Price;

7.3.2 where the Council is to be the Provider, the Permitted Budget;

7.3.3 Third Party Costs where these are set out in the relevant Scheme Specification or as otherwise agreed in advance in writing by the Health and Wellbeing Board Executive Group

7.3.4 Approved Expenditure as set out in the relevant Scheme Specification or as otherwise agreed in advance in writing by the Health and Wellbeing Board Executive Group

("Permitted Expenditure")

7.4 The Partners may only depart from the definition of Permitted Expenditure to include or exclude other revenue expenditure with the express written agreement of the Health and Wellbeing Board Executive Group.

7.5 For the avoidance of doubt, monies held in the Pooled Fund may not be expended on Default Liabilities unless this is agreed by all Partners in accordance with Clause 7.4.

7.6 Pursuant to this Agreement, the Partners agree to appoint a Host Partner for each of the Pooled Funds set out in the Scheme Specifications. The Host Partner shall be the Partner responsible for:

7.6.1 holding all monies contributed to the Pooled Fund on behalf of itself and the other Partners;

7.6.2 providing the financial administrative systems for the Pooled Fund; and

7.6.3 appointing the Pooled Fund Manager;

7.6.4 ensuring that the Pooled Fund Manager complies with its obligations under this Agreement.

8 POOLED FUND MANAGEMENT

8.1 When introducing a Pooled Fund, the Partners shall agree:

8.1.1 which of the Partners shall act as Host Partner for the purposes of Regulations 7(4) and 7(5) and shall provide the financial administrative systems for the Pooled Fund;

8.1.2 which officer of the Host Partner shall act as the Pooled Fund Manager for the purposes of Regulation 7(4) of the Regulations.

8.2 The Pooled Fund Manager for each Pooled Fund shall have the following duties and responsibilities:

8.2.1 the day to day operation and management of the Pooled Fund;

8.2.2 ensuring that all expenditure from the Pooled Fund is in accordance with the provisions of this Agreement and the relevant Scheme Specification;

8.2.3 maintaining an overview of all joint financial issues affecting the Partners in relation to the Services and the Pooled Fund;

8.2.4 ensuring that full and proper records for accounting purposes are kept in respect of the Pooled Fund;

8.2.5 reporting to the Health and Wellbeing Board Executive Group as required by this Agreement and by the Health and Wellbeing Board Executive Group;

8.2.6 ensuring action is taken to manage any projected under or overspends relating to the Pooled Fund in accordance with this Agreement;

8.2.7 preparing and submitting to the Health and Wellbeing Board Executive Group Quarterly Reports (or more frequent reports if required by the Health and Wellbeing Board Executive

Group) and an annual return about the income and expenditure from the Pooled Fund together with such other information as may be required by the Partners and the Health and Wellbeing Board Executive Group to monitor the effectiveness of the Pooled Fund and to enable the Partners to complete their own financial accounts and returns. The Partners agree to provide all necessary information to the Pooled Fund Manager in time for the reporting requirements to be met including (without limitation) comply with any reporting requirements as may be required by relevant National Guidance;

8.2.8 preparing and submitting reports to the Health and Wellbeing Board as may be required by it and any relevant National Guidance including (without limitation) supplying Quarterly Reports referred to in Clause 8.2.7 above to the Health and Wellbeing Board.

8.3 In carrying out their responsibilities as provided under Clause 8.2, the Pooled Fund Manager shall:

8.3.1 have regard to National Guidance and the recommendations of the Health and Wellbeing Board Executive Group; and

8.3.2 be accountable to the Partners for delivery of those responsibilities.

8.4 The Health and Wellbeing Board Executive Group may agree to the viring of funds between Pooled Funds or amending the allocation of the Pooled Fund between Individual Schemes.

9 NON POOLED FUNDS

9.1 Any Financial Contributions agreed to be held within a Non Pooled Fund will be notionally held in a fund established solely for the purposes agreed by the Partners. For the avoidance of doubt, a Non Pooled Fund does not constitute a pooled fund for the purposes of Regulation 7 of the Partnership Regulations.

9.2 When introducing a Non Pooled Fund in respect of an Individual Scheme, the Partners shall agree:

9.2.1 which Partner if any shall host the Non-Pooled Fund

9.2.2 how and when Financial Contributions shall be made to the Non-Pooled Fund.

9.3 The Host Partner will be responsible for establishing the financial and administrative support necessary to enable the effective and efficient management of the Non-Pooled Fund, meeting all required accounting and auditing obligations.

9.4 Both Partners shall ensure that any Services commissioned using a Non Pooled Fund are commissioned solely in accordance with the relevant Scheme Specification

9.5 Where there are Joint (Aligned) Commissioning arrangements, both Partners shall work in cooperation and shall endeavour to ensure that:

9.5.1 the NHS Functions funded from a Non-Pooled Fund are carried out within the ICB Financial Contribution to the Non- Pooled Fund for the relevant Service in each Financial Year; and

9.5.2 the Health Related Functions funded from a Non-Pooled Fund are carried out within the Council's Financial Contribution to the Non-Pooled Fund for the relevant Service in each Financial Year.

10 FINANCIAL CONTRIBUTIONS

10.1 The Financial Contribution of the ICB and the Council to any Pooled Fund or Non-Pooled Fund for the first Financial Year of operation shall be as set out in Schedule 3.

10.2 The Financial Contribution of the ICB and the Council to any Pooled Fund or Non-Pooled Fund for each subsequent Financial Year of operation shall be subject to review by the Partners. Financial Contributions will be made in line with the national Better Care Fund planning requirements and are to be agreed by the Health and Wellbeing Executive Group.

10.3 Financial Contributions will be paid as set out in Schedule 6

10.4 No provision of this Agreement shall preclude the Partners from making additional contributions of Non-Recurrent Payments to a Pooled Fund from time to time by mutual agreement. Any such additional contributions of Non-Recurrent Payments shall be explicitly recorded in Health and Wellbeing Board Executive Group minutes and recorded in the budget statement as a separate item.

11 NON FINANCIAL CONTRIBUTIONS

11.1 Unless set out in a Scheme Specification or otherwise agreed by the Partners, each Partner shall provide the non-financial contributions for any Service that they are Lead Partner or as required in order to comply with its obligations under this Agreement in respect of the

commissioning of a particular Service. These contributions shall be provided at no charge to the other Partners or to the Pooled Fund.

-

11.2 Each Scheme Specification shall set out non-financial contributions of each Partner including staff (including the Pooled Fund Manager), premises, IT support and other non-financial resources necessary to perform its obligations pursuant to this Agreement (including, but not limited to, management of Services Contracts and the Pooled Fund).

12 RISK SHARE ARRANGMENTS, OVERSPENDS AND UNDERSPENDS

Risk share arrangements

12.1 The Partners have agreed risk share arrangements as set out in Schedule 3, which provide for risk share arrangements arising within the commissioning of services from the Pooled Funds as set out in National Guidance.

Overspends in Pooled Fund

12.2 The Host Partner for the relevant Pooled Fund shall manage expenditure from a Pooled Fund within the Financial Contributions and shall use reasonable endeavours to ensure that the expenditure is limited to Permitted Expenditure.

12.3 The Host Partner shall not be in breach of its obligations under this Agreement if an Overspend occurs provided that it has used reasonable endeavours to ensure that the only expenditure from a Pooled Fund has been in accordance with Permitted Expenditure and it has informed the Health and Wellbeing Board Executive Group.

12.4 In the event that the Pooled Fund Manager identifies an actual or projected Overspend the Pooled Fund Manager must ensure that the Health and Wellbeing Board Executive Group is informed as soon as reasonably possible.

Overspends in Non Pooled Funds

12.5 Where in Joint (Aligned) Commissioning Arrangements either Partner forecasts an Overspend in relation to a Partners Financial Contribution to a Non-Pooled Fund that Partner shall as soon as reasonably practicable inform the other Partner and the Health and Wellbeing Board Executive Group.

12.6 Where there is a Lead Commissioning Arrangement the Lead Partner is responsible for the management of the Non-Pooled Fund. The Lead Partner shall as soon as reasonably practicable inform the other Partner and the Health and Wellbeing Board Executive Group.

Underspend

12.7 In the event that expenditure from any Pooled Fund or Non Pooled Fund in any Financial Year is less than the aggregate value of the Financial Contributions made for that Financial Year or where the expenditure in relation to an Individual Scheme is less than the agreed allocation to that particular Individual Scheme the Partners shall agree how the monies shall be spent,

carried forward and/or returned to the Partners and the provisions of Schedule 3 shall apply. Such arrangements shall be subject to the Law and the Standing Orders and Standing Financial Instructions (or equivalent) of the Partners.

13 CAPITAL EXPENDITURE

13.1 Except as provided in Clause 13.2, neither Pooled Funds nor Non-Pooled Funds shall normally be applied towards any one-off expenditure on goods and/or services, which will provide continuing benefit and would historically have been funded from the capital budgets of one of the Partners. If a need for capital expenditure is identified this must be agreed by the Partners.

13.2 The Partners agree that capital expenditure may be made from Pooled Funds where this is in accordance with National Guidance.

14 VAT

14.1 The Partners shall agree the treatment of each Pooled Fund for VAT purposes in accordance with any relevant guidance from HM Customs and Excise.

15 AUDIT AND RIGHT OF ACCESS

15.1 All Partners shall promote a culture of probity and sound financial discipline and control. The Host Partner shall arrange for the audit of the accounts of the relevant Pooled Fund and shall require the appropriate person or body appointed to exercise the functions of the Audit Commission under section 28(1)(d) of the Audit Commission Act 1998, by virtue of an order made under section 49(5) of the Local Audit and Accountability Act 2014 to make arrangements to certify an annual return of those accounts under Section 28(1) of the Audit Commission Act 1998.

15.2 All internal and external auditors and all other persons authorised by the Partners will be given the right of access by them to any document, information or explanation they require from any employee, member of the relevant Partner in order to carry out their duties. This right is not limited to financial information or accounting records and applies equally to premises or equipment used in connection with this Agreement. Access may be at any time without notice, provided there is good cause for access without notice.

15.3 The Partners shall comply with relevant NHS finance and accounting obligations as required by relevant Law and/or National Guidance.

16 LIABILITIES AND INSURANCE AND INDEMNITY

16.1 Subject to Clause 16.2, and 16.3, if a Partner ("First Partner") incurs a Loss arising out of or in connection with this Agreement (including a loss arising under an Individual Scheme) as a consequence of any act or omission of another Partner ("Other Partner") which constitutes negligence, fraud or a breach of contract in relation to this Agreement or any Services Contract then the Other Partner shall be liable to the First Partner for that Loss and shall indemnify the First Partner accordingly.

16.2 Clause 16.1 shall only apply to the extent that the acts or omissions of the Other Partner contributed to the relevant Loss. Furthermore, it shall not apply if such act or omission

occurred as a consequence of the Other Partner acting in accordance with the instructions or requests of the First Partner or the Health and Wellbeing Board Executive Group.

16.3 If any third party makes a claim or intimates an intention to make a claim against either Partner, which may reasonably be considered as likely to give rise to liability under this Clause 16. the Partner that may claim against the other indemnifying Partner will:

16.3.1 as soon as reasonably practicable give written notice of that matter to the Other Partner specifying in reasonable detail the nature of the relevant claim;

16.3.2 not make any admission of liability, agreement or compromise in relation to the relevant claim without the prior written consent of the Other Partner (such consent not to be unreasonably conditioned, withheld or delayed);

16.3.3 give the Other Partner and its professional advisers reasonable access to its premises and personnel and to any relevant assets, accounts, documents and records within its power or control so as to enable the Indemnifying Partner and its professional advisers to examine such premises, assets, accounts, documents and records and to take copies at their own expense for the purpose of assessing the merits of, and if necessary defending, the relevant claim.

16.4 Each Partner shall ensure that they maintain policies of insurance (or equivalent arrangements through schemes operated by the National Health Service Litigation Authority) in respect of all potential liabilities arising from this Agreement and in the event of Losses shall seek to recover such Loss through the relevant policy of insurance (or equivalent arrangement)

16.5 Each Partner shall at all times take all reasonable steps to minimise and mitigate any loss for which one party is entitled to bring a claim against the other pursuant to this Agreement.

Conduct of Claims

16.6 In respect of the indemnities given in this Clause 16:

16.6.1 the indemnified Partner shall give written notice to the indemnifying Partner as soon as is practicable of the details of any claim or proceedings brought or threatened against it in respect of which a claim will or may be made under the relevant indemnity;

16.6.2 the indemnifying Partner shall at its own expense have the exclusive right to defend conduct and/or settle all claims and proceedings to the extent that such claims or proceedings may be covered by the relevant indemnity provided that where there is an impact upon the indemnified Partner, the indemnifying Partner shall consult with the indemnified Partner about the conduct and/or settlement of such claims and proceedings and shall at all times keep the indemnified Partner informed of all material matters.

16.6.3 the indemnifying and indemnified Partners shall each give to the other all such cooperation as may reasonably be required in connection with any threatened or actual claim or proceedings which are or may be covered by a relevant indemnity.

17 STANDARDS OF CONDUCT AND SERVICE

17.1 The Partners will at all times comply with Law and ensure good corporate governance in respect of each Partner (including the Partners respective Standing Orders and Standing Financial Instructions).

17.2 The Council is subject to the duty of Best Value under the Local Government Act 1999. This Agreement and the operation of the Pooled Fund is therefore subject to the Council's obligations for Best Value and the other Partners will co-operate with all reasonable requests from the Council which the Council considers necessary in order to fulfil its Best Value obligations.

17.3 The ICB is subject to the ICB Statutory Duties and these incorporate a duty of clinical governance, which is a framework through which they are accountable for continuously improving the quality of its services and safeguarding high standards of care by creating an environment in which excellence in clinical care will flourish. This Agreement and the operation of the Pooled Funds are therefore subject to ensuring compliance with the ICB Statutory Duties and clinical governance obligations.

17.4 The Partners are committed to an approach to equality and equal opportunities as represented in their respective policies. The Partners will maintain and develop these policies as applied to service provision, with the aim of developing a joint strategy for all elements of the service.

18 CONFLICTS OF INTEREST GOVERNANCE

18.1 Overall strategic oversight of partnership working between the Partners is vested in the Health and Well Being Board, which for these purposes shall make recommendations to the Partners as to any action it considers necessary.

18.2 The Health and Wellbeing Board Executive Group is based on a joint working group structure. Each member of the Health and Wellbeing Board Executive Group shall be an officer of one of the Partners and will have individual delegated responsibility from the Partner employing them to make decisions which enable the Health and Wellbeing Board Executive Group to carry out its objects, roles, duties and functions.

18.3 The terms of reference of the Health and Wellbeing Board Executive Group shall be as set out in Schedule 2 as may be amended or varied by written agreed from time to time.

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

-

18.5 The Health and Wellbeing Board Executive Group shall be responsible for the overall approval of the Individual Schemes and the financial management.

-

18.6 The Health and Wellbeing Board shall be responsible for ensuring compliance with the Better Care Fund Plan and the strategic direction of the Better Care Fund..

18.7 Each Scheme Specification shall confirm the governance arrangements in respect of the Individual Scheme and how that Individual Scheme is reported to the Health and Wellbeing Board Executive Group and Health and Wellbeing Board.

19 REVIEW

19.1 The Partners shall produce a BCF Quarterly Report which shall be provided to the Health and Wellbeing Board in such form and setting out such information as required by National Guidance and any additional information required by the Health and Wellbeing Board or NHS England and NHS Improvement. The report will contain jointly agreed metrics specific to overall performance and as defined by each schedule.

19.2 Save where the Health and Wellbeing Board Executive Group agree alternative arrangements (including alternative frequencies) the Partners shall undertake an annual review ("**Annual Review**") of the operation of this Agreement, any Pooled Fund and Non Pooled Fund and the provision of the Services within 3 Months of the end of each Financial Year.

19.3 Subject to any variations to this process required by the Health and Wellbeing Board Executive Group, Annual Reviews shall be conducted in good faith.

19.4 The Partners shall within 20 Working Days of the annual review prepare an Annual Report including the information as required by National Guidance and any other information required by the Health and Wellbeing Board. A copy of this report shall be provided to the Health and Wellbeing Board and Health and Wellbeing Board Executive Group.

19.5 In the event that the Partners fail to meet the requirements of the Better Care Fund Plan and NHS England the Partners shall provide full co-operation with NHS England to agree a recovery plan.

20 COMPLAINTS

20.1 The Partners' own complaints procedures shall apply to this Agreement. The Partners agree to assist one another in the management of complaints arising from this Agreement.

21 TERMINATION & DEFAULT

21.1 This Agreement may be terminated by any Partner giving not less than 6 Months' notice in writing to terminate this Agreement provided that such termination shall not take effect prior to the termination or expiry of all Individual Schemes.

21.2 If any Partner ("Relevant Partner") fails to meet any of its obligations under this Agreement, the other Partners (acting jointly) may by notice require the Relevant Partner to take such reasonable action within a reasonable timescale as the other Partners may specify to rectify such failure. Should the Relevant Partner fail to rectify such failure within such reasonable timescale, the matter shall be referred for resolution in accordance with Clause 22.

21.3 Termination of this Agreement (whether by effluxion of time or otherwise) shall be without prejudice to the Partners' rights in respect of any antecedent breach

21.4 In the event of termination of this Agreement, the Partners agree to cooperate to ensure an orderly wind down of their joint activities and to use their best endeavours to minimise disruption to the health and social care which is provided to the Service Users.

21.5 Upon termination of this Agreement for any reason whatsoever the following shall apply

21.5.1 the Partners agree that they will work together and co-operate to ensure that the winding down and disaggregation of the integrated and joint activities to the separate responsibilities of the Partners is carried out smoothly and with as little disruption as possible to service users, employees, the Partners and third parties, so as to minimise costs and liabilities of each Partner in doing so;

-

21.5.2 where either Partner has entered into a Service Contract which continues after the termination of this Agreement, both Partners shall continue to contribute to the Contract Price in accordance with the agreed contribution for that Service prior to termination and will enter into all appropriate legal documentation required in

respect of this;

- 21.5.3 the Lead Partner shall make reasonable endeavours to amend or terminate a Service Contract (which shall for the avoidance of doubt not include any act or omission that would place the Lead Partner in breach of the Service Contract) where the other Partner requests the same in writing Provided that the Lead Partner shall not be required to make any payments to the Provider for such amendment or termination unless the Partners shall have agreed in advance who shall be responsible for any such payment.

- 21.5.4 where a Service Contract held by a Lead Partner relates all or partially to services which relate to the other Partner's Functions then provided that the Service Contract allows the other Partner may request that the Lead Partner assigns the Service Contract in whole or part upon the same terms mutatis mutandis as the original contract.

- 21.5.5 the Health and Wellbeing Board Executive Group shall continue to operate for the purposes of functions associated with this Agreement for the remainder of any contracts and commitments relating to this Agreement; and

- 21.5.6 Termination of this Agreement shall have no effect on the liability of any rights or remedies of either Partner already accrued, prior to the date upon which such termination takes effect.

21.6 In the event of termination in relation to an Individual Scheme the provisions of Clause 21.5 shall apply mutatis mutandis in relation to the Individual Scheme (as though references as to this Agreement were to that Individual Scheme).

22 DISPUTE RESOLUTION

22.1 In the event of a dispute between the Partners arising out of this Agreement, either Partner may serve written notice of the dispute on the other Partner, setting out full details of the dispute.

22.2 The Authorised Officer shall meet in good faith as soon as possible and in any event within seven (7) days of notice of the dispute being served pursuant to Clause 22.1, at a meeting convened for the purpose of resolving the dispute.

22.3 If the dispute remains after the meeting detailed in Clause 22.2 has taken place, the Partners' respective Chief Executive and Accountable Officer shall meet in good faith as soon as possible after the relevant meeting and in any event with fourteen (14) days of the date of the meeting, for the purpose of resolving the dispute.

22.4 If the dispute remains after the meeting detailed in Clause 22.3 has taken place, then the Partners will attempt to settle such dispute by mediation in accordance with the CEDR Model Mediation Procedure or any other model mediation procedure as agreed by the Partners. To initiate a mediation, either Partner may give notice in writing (a **"Mediation Notice"**) to the other requesting mediation of the dispute and shall send a copy thereof to

CEDR or an equivalent mediation organisation as agreed by the Partners asking them to nominate a mediator. The mediation shall commence within twenty (20) Working Days of the Mediation Notice being served. Neither Partner will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one (1) hour. Thereafter, paragraph 14 of the Model Mediation Procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the Partners). The Partners will co-operate with any person appointed as mediator, providing him with such information and other assistance as he shall require and will pay his costs as he shall determine or in the absence of such determination such costs will be shared equally.

22.5 Nothing in the procedure set out in this Clause 22 shall in any way affect either Partner's right to terminate this Agreement in accordance with any of its terms.

22.6 Saving for emergencies none of the Partners shall be entitled to commence litigation procedures until the completion of the mediation in accordance with this Clause 23 and for the purposes of this clause 22.6 emergencies shall include without limitation:-

22.6.1 any matter which would cause either Partner to be in breach of any statutory obligation or statutory duty;

22.6.2 any matter which would cause either Partner to be liable to pay a fine, levy or other similar imposition;

22.6.3 any matter which would cause either Partner to incur any liability to a third party under a contact between that Partner and the third party;

22.6.4 any matter which would put at risk the health and safety or welfare of any employee or agent of either Partner or any employee or agent of any contactor of either Partner or members of the public generally;

22.6.5 any matter which in the reasonable opinion of either Partner is such as to require an urgent resolution.

23 FORCE MAJEURE

23.1 Neither Partner shall be entitled to bring a claim for a breach of obligations under this Agreement by the other Partner or incur any liability to the other Partner for any losses or damages incurred by that Partner to the extent that a Force Majeure Event occurs. and it is prevented from carrying out its obligations by that Force Majeure Event.

23.2 On the occurrence of a Force Majeure Event, the Affected Partner shall notify the other Partner as soon as practicable. Such notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Partner and any action proposed to mitigate its effect.

23.3 As soon as practicable, following notification as detailed in Clause 23.2, the Partners shall consult with each other in good faith and use all best endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and, subject to Clause 23.4, facilitate the continued performance of the Agreement.

23.4 If the Force Majeure Event continues for a period of more than sixty (60) days, either Partner shall have the right to terminate the Agreement by giving fourteen (14) days written notice of termination to the other Partner. For the avoidance of doubt, no compensation shall be payable by either Partner as a direct consequence of this Agreement being terminated in accordance with this Clause.

24 CONFIDENTIALITY

24.1 In respect of any Confidential Information a Partner receives from another Partner (the "**Discloser**") and subject always to the remainder of this Clause 24, each Partner (the "**Recipient**") undertakes to

keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:

24.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date; and

•

24.1.2 the provisions of this Clause 24 shall not apply to any Confidential Information which:

(a) is in or enters the public domain other than by breach of the Agreement or other act or omission of the Recipient; or

(b) is obtained by a third party who is lawfully authorised to disclose such information.

24.2 Nothing in this Clause 24 shall prevent the Recipient from disclosing Confidential Information where it is required to do so in fulfilment of statutory obligations or by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law.

24.3 Each Partner:

24.3.1 may only disclose Confidential Information to its employees and professional advisors to the extent strictly necessary for such employees to carry out their duties under the Agreement; and

•

24.3.2 will ensure that, where Confidential Information is disclosed in accordance with Clause 24.3.1, the recipient(s) of that information is made subject to a duty of confidentiality equivalent to that contained in this Clause 24;

•

24.3.3 shall not use Confidential Information other than strictly for the performance of its obligations under this Agreement.

25 FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS

25.1 The Partners agree that they will each cooperate with each other to enable any Partner receiving a request for information under the 2000 Act or the 2004 Regulations to respond to a request promptly and within the statutory timescales. This cooperation shall include but not be limited to finding, retrieving and supplying information held, directing requests to other Partners as appropriate and responding to any requests by the Partner receiving a request for comments or other assistance.

25.2 Any and all agreements between the Partners as to confidentiality shall be subject to their duties under the 2000 Act and 2004 Regulations. No Partner shall be in breach of Clause 25 if it makes disclosures of information in accordance with the 2000 Act and/or 2004 Regulations.

26 OMBUDSMEN

26.1 The Partners will co-operate with any investigation undertaken by the Health Service Commissioner for England or the Local Government Commissioner for England (or both of them) in connection with this Agreement.

27 INFORMATION SHARING

27.1 In respect of the Partners' rights and obligations under this Agreement, the Partners acknowledge and agree that they are Data Controllers in respect of the Personal Data they hold for the purposes of this Agreement.

27.2 The Partners will follow the information governance protocol set out in Schedule 6 and in so doing will ensure that the operation of this Agreement complies with Data Protection Legislation and Better Care Fund requirements.

28 NOTICES

28.1 Any notice to be given under this Agreement shall either be delivered personally or sent by facsimile or sent by first class post or electronic mail. The address for service of each Partner shall be as set out in Clause 28.3 or such other address as each Partner may previously have notified to the other Partner in writing. A notice shall be deemed to have been served if:

28.1.1 personally delivered, at the time of delivery;

28.1.2 sent by facsimile, at the time of transmission;

28.1.3 posted, at the expiration of forty eight (48) hours after the envelope containing the same was delivered into the custody of the postal authorities; and

28.1.4 if sent by electronic mail, at the time of transmission and a telephone call must be made to the recipient warning the recipient that an electronic mail message has been sent to him (as evidenced by a contemporaneous note of the Partner sending the notice) and a hard copy of such notice is also sent by first class recorded delivery post (airmail if overseas) on the same day as that on which the electronic mail is sent.

28.2 In proving such service, it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority as prepaid first class or airmail letter (as appropriate), or that the facsimile was transmitted on a tested line or that the correct transmission report was received from the facsimile machine sending the notice, or that the electronic mail was properly addressed and no message was received informing the sender that it had not been received by the recipient (as the case may be).

28.3 The address for service of notices as referred to in Clause 28.1 shall be as follows unless otherwise notified to the other Partner in writing:

if to the Council, addressed to the:

The Chief Executive, Sefton Metropolitan Borough Council, Bootle Town Hall, Oriel Road, Bootle L20 3AE

Tel: 0151 934 3679

E.Mail: Phil.Porter@Sefton.gov.uk

and

if to the ICB, addressed to the:

Chief Executive Cheshire and Merseyside ICB No1
Lakeside, 920 Centre Park, Warrington, WA1 1QY

Graham Urwin
Email: graham.urwin@cheshireandmerseyside.nhs.uk

29 VARIATIONS

29.1 No variations to this Agreement will be valid unless they are recorded in writing and signed for and on behalf of each of the Partners subject to approval by the Health and Wellbeing Board Executive Group as set out in this Clause. Where the Partners agree that there will be:

(a) a new Pooled Fund;
(b) a new Individual Scheme; or
(c) an amendment to a current Individual Scheme,

the Health and Wellbeing Board Executive Group shall agree the new or amended Individual Scheme and this must be signed by the Partners. A request to vary an Individual Scheme, which may include (without limitation) a change in the level of Financial Contributions or other matters set out in the relevant Scheme Specification may be made by any Partner but will require agreement from all of the Partners in accordance with the process set out in Clause 29.2. The notice period for any variation unless otherwise agreed by the Partners shall be 3 Months or in line with the notice period for variations within the associated Service Contract(s), whichever is the shortest.

29.2 The following approach shall, unless otherwise agreed, be followed by the Health and Wellbeing Board Executive Group:

(a) on receipt of a request from one Partners to vary the Agreement including (without limitation) the introduction of a new Individual Scheme or amendments to an existing Individual Scheme, the Health and Wellbeing Board Executive Group will first undertake an impact assessment and identify those Service Contracts likely to be affected;
(b) the Health and Wellbeing Board Executive Group will agree whether those Service Contracts affected by the proposed variation should continue, be varied or terminated, taking note of the Service Contract terms and conditions and ensuring that the Partners holding the Service Contract/s is not put in breach of contract; its statutory obligations or financially disadvantaged;
(c) wherever possible agreement will be reached to reduce the level of funding in the Service

Contract(s) in line with any reduction in budget; and

(d) should this not be possible and one Partner is left financially disadvantaged as a result of holding a Service Contract for which the budget has been reduced, then the financial risk will, unless otherwise agreed, be shared equally between the Partners.

30 CHANGE IN LAW

30.1 The Partners shall ascertain, observe, perform and comply with all relevant Laws, and shall do and execute or cause to be done and executed all acts required to be done under or by virtue of any Laws.

30.2 On the occurrence of any Change in Law, the Partners shall agree in good faith any amendment required to this Agreement as a result of the Change in Law subject to the Partners using all reasonable endeavours to mitigate the adverse effects of such Change in Law and taking all reasonable steps to minimise any increase in costs arising from such Change in Law.

30.3 In the event of failure by the Partners to agree the relevant amendments to the Agreement (as appropriate), the Clause 22 (Dispute Resolution) shall apply.

31 WAIVER

31.1 No failure or delay by any Partner to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right to remedy.

32 SEVERANCE

32.1 If any provision of this Agreement, not being of a fundamental nature, shall be held to be illegal or unenforceable, the enforceability of the remainder of this Agreement shall not thereby be affected.

33 ASSIGNMENT AND SUB CONTRACTING

33.1 The Partners shall not sub contract, assign or transfer the whole or any part of this Agreement, without the prior written consent of the other Partners, which shall not be unreasonably withheld or delayed. This shall not apply to any assignment to a statutory successor of all or part of a Partner's statutory functions.

34 EXCLUSION OF PARTNERSHIP AND AGENCY

34.1 Nothing in this Agreement shall create or be deemed to create a partnership under the Partnership Act 1890 or the Limited Partnership Act 1907, a joint venture or the relationship of employer and employee between the Partners or render either Partner directly liable to any third party for the debts, liabilities or obligations of the other.

34.2 Except as expressly provided otherwise in this Agreement or where the context or any statutory provision otherwise necessarily requires, neither Partner will have authority to, or hold itself out as having authority to:

a) act as an agent of the other;

b) make any representations or give any warranties to third parties on behalf of or in respect of the other; or

c) bind the other in any way.

35 THIRD PARTY RIGHTS

35.1 Unless the right of enforcement is expressly provided, no third party shall have the right to pursue any right under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

36 ENTIRE AGREEMENT

36.1 The terms herein contained together with the contents of the Schedules constitute the complete agreement between the Partners with respect to the subject matter hereof and supersede all previous communications representations understandings and agreement and any representation promise or condition not incorporated herein shall not be binding on any Partner.

36.2 No agreement or understanding varying or extending or pursuant to any of the terms or provisions hereof shall be binding upon any Partner unless in writing and signed by a duly authorised officer or representative of the parties.

37 COUNTERPARTS

37.1 This Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all Partners shall constitute a full original of this Agreement for all purposes.

38 GOVERNING LAW AND JURISDICTION

38.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

38.2 Subject to Clause 22 (Dispute Resolution), the Partners irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceedings, dispute or claim, which may arises out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF this Agreement has been executed by the Partners on the date of this Agreement.

Executed as a deed on behalf of)
SEFTON METROPOLITAN BOROUGH)
COUNCIL by affixing their common seal

in the presence of:)

Authorised Signatory

Executed as a deed on behalf of
CHESHIRE AND MERSEY INTEGRATED
CARE BOARD by affixing their
common seal in the presence of:

_____

Graham Urwin
NHS Cheshire and Merseyside ICB Chief Executive

SCHEDULE 1 – SCHEME SPECIFICATIONS SUMMARY

SCHEME SPECIFICATIONS IN 2024/25

(A) **Sefton Advocacy Hub**

(B) **Ageing Well**

(C) **Digital Transformation Fund**

(D) **Woodlands – Integrated Mental Health Recovery Service**

-

(E) **IBCF (IMPROVED BETTER CARE FUND)**

-

(F) **Integrated Community Care**

-

(G) **Longer Term Care**

-

(H) **Children and Young People**

SCHEDULE 1(A) – SCHEME SPECIFICATION Sefton Advocacy Hub

SEFTON ADVOCACY HUB

SERVICE SCHEDULE

Unless the context otherwise requires, the defined terms used in this Scheme Specification shall have the meanings set out in the Agreement.

1 OVERVIEW OF INDIVIDUAL SERVICE

The Care Act 2014 brought in new statutory obligations for Local Authorities to enable eligible service users and carers access to Independent Care Act advocacy.

The 2014 Supreme Court Judgement in the case of Cheshire West regarding Deprivation of Liberty Safeguards (DoLS) increased demand for IMCA interventions, as did the Court of Protection case of AJ v Cornwall in appointing Relevant Persons Representatives (RPR). This will soon be replaced by the impending legislation - Liberty Protection Safeguards (LPS) which will run in tandem with the Deprivation of Liberty Safeguards (DoLS) for a 12-month period following implementation.

It has been identified by both Sefton Council and Sefton Clinical Commissioning Groups that there is a need to develop a strategic approach to the way advocacy provision is commissioned across Sefton which will enable the flexibility and capacity to future-proof these services, meet the increase in demand and at the same time provide an improved service user experience.

The decision to bring these services together under a single contract to create a single Sefton Advocacy Hub is felt to be beneficial in that it would:

- Provide a single point of contact for all advocacy enquiries/referrals.
- Provide a clearer pathway and reducing hand offs between services for e.g. if someone is sectioned under the Mental Health Act and has an IMHA, they could still retain the same advocate once they come off a section rather than having to be transferred to another service and having to retell their history to another advocate.
- Maintain a local Sefton based service which understands and responds to the needs of its residents and services.
- Make better use of the trained workforce – e.g. having advocates trained in both IMHA / IMCA

- Provide greater flexibility – enabling greater scope to move resources within the Hub at times of increased demand for one type of advocacy provision.
- Provide more reassurance from a future-proofing perspective - by providing a more robust and flexible service to meet demand.

The Host Partner for Pooled Fund and lead commissioner is Sefton Council and the Pooled Fund Manager, being an officer of the Host Partner is the Integrated Social Care and Health Manager.

2 AIMS AND OUTCOMES

To provide an advocacy service to adults with health and social care needs living in Sefton, which adheres to the following definition of advocacy in line with Care and Support Statutory Guidance issued under the Care Act 2014, this service specification will use the term 'advocacy' to mean: "Supporting a person to understand information, express their needs and wishes, secure their rights, represent their interests and obtain the care and support they need".

The Sefton Advocacy Hub will meet the following key outcomes:

- Citizens will be represented and supported to express their views, needs, rights, preferences and decisions.
- Citizens will benefit from a range of approaches to meet different requirements, needs and service user groups
- Citizens will have greater understanding of, and involvement in the planning of, their care and support.
- Citizens will have greater choice and control over their own lives and the support they receive.
- Citizens will have greater confidence, capacity and skills to articulate their needs, with or without the assistance of an Advocate.
- Citizens and their families will be better equipped to advocate for themselves in the future.

3 THE ARRANGEMENTS

The service is commissioned on an integrated basis, with the lead commissioner role being performed by an Integrated Commissioning Officer, under the oversight of the Integrated Commissioning Group.

4 FUNCTIONS

The service will be funded jointly by the NHS Cheshire and Merseyside ICB - Sefton Places and Council. The funding will be held in the Better Care Fund, the service will be commissioned by an Integrated Commissioner acting on behalf of both organisations.

SERVICES

Advocacy Services work to help people say what they want, meet their rights, represent their interests, and obtain services they need. The Sefton Advocacy Hub will provide advocacy for people qualifying for the following statutory advocacy interventions:

Advocacy Type	**Description**
Independent Mental Capacity Advocacy (IMCA) Including Deprivation of Liberty Safeguards (DoLS)	The Mental Capacity Act 2005 makes it a legal requirement for people lacking mental capacity to have independent advocacy when there are no known relatives or close friends to speak for them. The Local Authority is required to commission an Independent Mental Capacity Advocacy (IMCA) service from an independent organisation. The IMCA Service must be a generic service, for people aged 16 years and above and for a wide variety of needs. It will include people with learning disabilities, dementia, mental health needs and acquired brain injury and others who may require it including those covered by the extended provisions of the Mental Capacity Act 2005.
Paid Relevant Person Representative (RPR)	The Mental Capacity Act also requires that the Council (the decision maker) appoints paid officers to represent the person being deprived of their liberty (these are called Paid Relevant Person Representatives), in circumstances where there is no available person able to undertake this role. This element will be included alongside the IMCA service.

Independent Mental Health Advocacy (IMHA)	From April 2009, statutory access to an Independent Mental Health Advocate (IMHA) has been available to patients subject to certain aspects of the Mental Health Act 1983. Patients, who are eligible to use IMHA services, i.e. qualifying patients, are those patients: • Detained under the MHA (even if they are currently on leave of absence from hospital) apart from those patients detained under sections 4, 5(2), 5(4), 135 or 136 • Conditionally discharged restricted patients • Subject to Guardianship under the Act • On Supervised Community Treatment (SCT) As well as patients not covered by any of the above but who are: • Being considered for a treatment to which section 57 applies ("a section 57 treatment"); • Under 18 and being considered for electro-convulsive therapy or any other treatment to which Section 58A applies ("a section 58A treatment").
Independent Care Act Advocacy	The duty applies to adults, children approaching transition, carers and young carers. The focus of advocacy requirements under the Act are around support and representation in the following: • An adults needs assessment • A carers assessment • The preparation of a care and support plan • A review of a care and support plan • A child's needs assessment as they transition towards adult care • A safeguarding enquiry or safeguarding adult review The duty to provide advocacy under the Care Act provides support to: • People who have capacity but who have substantial difficulty in being involved in the care and support 'processes'; • People in relation to their assessment and/or care and support

	planning regardless of whether a change of accommodation is being considered for the person; • People in relation to the review of a care and/or support plan; • People in relation to safeguarding processes (though IMCAs are involved if protective measures are being proposed for a person who lacks capacity); • Carers who have substantial difficulty in engaging – whether or not they have capacity); • People for whom there is someone who is appropriate to consult for the purpose of best interest decisions under the Mental Capacity Act, but who is not able and/or willing to facilitate the person's involvement in the local authority process.
Independent Health Complaints Advocacy (IHCA)	The Health and Social Care Act 2012, Section 185, inserts section 223A into the Local Government and Public Involvement in Health Act 2007 which requires local authorities to make arrangements for the provision of independent advocacy to people who wish to make a complaint about a NHS service. Within the meaning of the above legislation, the term advocacy services relate only to the provision of assistance for individuals making or intending to make an NHS related complaint which includes a complaint to the Health Service Ombudsman.

In addition to statutory advocacy, the Sefton Advocacy Hub will also provide a generic, non-statutory advocacy service to meet a range of desired outcomes, as Sefton Council and Sefton Clinical Commissioning Groups recognise the level of preventative work that takes place outside of the statutory remit and the important role this plays in supporting individuals, the health and care system and local communities. The interventions will broadly fall into the following categories:

a) General Advocacy

When someone advocates with or on behalf of the service user on a particular issue to achieve specific objectives. The advocate will work on a 1:1 basis with people to support them to understand options, be in control of their lives and work on particular issues to achieve certain objectives.

b) Self Advocacy

When the intervention of the service via an Advocacy Worker gives individuals the appropriate advice and support to develop the skills to advocate for themselves.

Self-Advocacy can often be an outcome of Case Advocacy where the individual, through the intervention of a Case Advocate, develops their skills and feels more empowered to advocate on behalf of themselves.

The service will develop an intervention plan in partnership with the service user which clearly details the reasons, aims, and expected outcomes from the advocacy intervention. This will enable the service to manage expectation and workloads effectively.

The service will act completely impartially on behalf of its service users, representing the interests of the service user themselves.

The service shall have in place a code of conduct and work to ensure that an Advocacy Charter (similar to that outlined below) is being adhered to.

This charter identifies the expectations of the Advocacy service:

Code-of-Practice-1.pdf (qualityadvocacy.org.uk)

COMMISSIONING, CONTRACTING, ACCESS

Commissioning Arrangements

The service is commissioned on a fully integrated basis and will report to the Integrated Commissioning Group.

Contracting Arrangements

The Contract will run from 2024 to 2025, with an option to extend for an additional two years (1+1)

The Contract will be issued by Sefton Council on behalf of both organisations. The terms will

be jointly agreed.

The contract will be managed by the lead Integrated Commissioner and performance reported

up through the Integrated Commissioning Group.

Access

Service users must be Sefton residents or registered with a GP within the LA boundary.

In the case of IMCA referrals, the service user needs to be located in the LA boundary at the time of the referral or where the LA has a duty to provide a service to a client placed out of area (see also section 4.1).

In the case of IMHA referrals, services for MHA inpatients should be provided in the area where the hospital is located

- For detained patients, by the local authority for the area in the which the hospital in which they are detained is located.
- For Community Treatment Order (CTO) patients, by the Local Authority for the area in which their responsible hospital is located.
- For individuals subject to guardianship, by the Local Authority, which is acting as the guardian or, if the patient has a private guardian, by the Local Authority for the area in which the private guardian lives.

FINANCIAL CONTRIBUTIONS

Financial Year 2024/25

	NHS C&M ICB Sefton Place contribution	Sefton Council Contribution	Total

Non-Pooled Fund A	**£74,067**	**£252,100**	**£326,167**
Non-Pooled Fund B	**£277,355**		**£277,355**

Financial resources in subsequent years to be determined in accordance with the Agreement

FINANCIAL GOVERNANCE ARRANGEMENTS

[(1) As in the Agreement with the following changes:

(2) Management of the Pooled Fund

If there is a Pooled Fund in respect of the Individual Scheme set out the protocol in respect of the pooled Fund.

(3) Audit Arrangements

The Council Internal Audit and NHS C&M ICB regime is applicable.

(4) Financial Management

The Council's financial systems will be utilised, and the commissioned service provider will be paid via Agresso.

Monitoring arrangements

The Budget will be monitored as part of the BCF programme, and the commissioned activity will be monitored during quarterly monitoring meetings with the Lead Commissioning Officer.

Production of monitoring reports

Monitoring reports will be produced by the Council and reported on as part of the BCF programme.

Frequency of monitoring reports

Quarterly.

Management of overspends

No overspend will take place however, if additional resources are required then these will be subject to approval by both respective organisations.

Delegated powers to overspend

None

Who is responsible for means testing?

Means testing is not applicable to this service.

What closure of accounts arrangement need to be applied?

Closure of accounts will take place in March in accordance with usual close down procedures and will be reported via the BCF programme.

VAT

The application of VAT will depend upon the specific arrangements entered into, but in most instances, the following shall apply:

Where the responsibility to deliver work and the associated funding is that of the NHS Cheshire and Merseyside ICB - Sefton Place, but Sefton Council is engaged to employ the necessary people to provide the service and the costs fall upon the Local Authority to pay, this is a taxable service and Sefton Council would invoice NHS Cheshire and Merseyside ICB - Sefton Place at Standard Rate VAT.

To reduce the burden of a VAT cost, where possible the recommended approach would be for members of staff fulfilling a Local Authority role to be paid for and funded by the Local Authority and where NHS Cheshire and Merseyside ICB - Sefton Place staff are fulfilling a NHS Cheshire and Merseyside ICB - Sefton Place role, to be paid for and funded by the NHS Cheshire and Merseyside ICB - Sefton Place.

GOVERNANCE ARRANGEMENTS

The Scheme is overseen by the Integrated Social Care and Health Manager, who will report to the Integrated Commissioning Group as a formal sub group of the Health and Wellbeing Board Executive. Its Financial and Performance reporting will be received by the Health and Wellbeing Board Executive on a quarterly basis and on a monthly basis will be reported through a highlight report to the full Integrated Commissioning Group.

STAFF

The staff will be employed by the appointed service provider. The Contract value awarded will make provision for staff wage increases and pension contributions. TUPE may be applicable from previous service providers which will be manged through the formal procurement and appointment process

No Council or NHS Cheshire and Merseyside ICB - Sefton Place Staff will be directly employed by the service.

ASSURANCE AND MONITORING

This section may be subject to variation in line with the relevant contract clause.

The Provider will be required to prepare and submit monthly performance reports to the Lead Commissioner in advance of scheduled quarterly review meetings.

Reporting will be broken into the following five initial categories, although there may be further sub-division of these categories:

1) IMCA

i) Serious Medical Treatment

ii) Changes in Accommodation

iii) Adult Protection

iv) Care Review

v) DoLS 39a

vi) DoLS 39c

vii) DoLS 39d

viii) COPDOL10

ix) Litigation Friend

1) RPR

3) IMHA

a. Detained patients

b. Conditionally Discharged Patients

c. Community (CTO) patients

d. Guardianship Patients

e. Under 18s

4) Care Act

i) Assessment

ii) Review

iii) Safeguarding

5) IHCA – NHS Complaints

6) Non-Statutory Advocacy

For each category the provider will supply:

a) Total number of clients/referrals with dates (to track against performance targets in 4.7)

b) Referrals brought forward (live cases)

c) New referrals with source (name and team of referrer) including placement details if appropriate.

d) Duration of DoLS authorisation (RPR specific)

e) Substantial difficulty category (Care Act specific)

f) Qualifying reason (IMHA specific)

g) Cases closed

h) Cases refused (and reason for refusal)

i) Referral response times (to track against performance targets in 4.7)

j) Total distribution of hours

k) Mean hours per case

l) Details of any complaints /compliments received

m) Details of any safeguarding matters

n) Waiting lists

o) Breakdown of people accessing the service by

- Client group
- Age
- Gender
- Ethnicity
- Religion
- Post code
- Out of area

The Provider will also provide customer feedback as evidence of the outcomes below being met.

	Outcome	Evidence
1	Citizens will be represented and supported to express their views, needs, rights, preferences and decisions.	Customer Feedback Questionnaire
2	Citizens will benefit from a range of approaches to meet different requirements, needs and service user groups	Customer Feedback Questionnaire
3	Citizens will have greater understanding of and involvement in the planning of, their care and support.	Customer Feedback Questionnaire
4	Citizens will have greater choice and control over their own lives and the support they receive	Customer Feedback Questionnaire
5	Citizens will have greater confidence, capacity and skills to articulate their needs, with or without the assistance of an Advocate.	Customer Feedback Questionnaire
6	Citizens and their families will be better equipped to advocate for themselves in the future	Customer Feedback Questionnaire

4

LEAD OFFICERS

Partner	Name of Lead Officer	Email Address
Council	Neil Watson	Neil.Watson @Sefton.gov.uk
NHS Cheshire and Merseyside ICB - Sefton Place	Tracy Jeffes	Tracy.Jeffes@Cheshireandmerseyside.nhs.uk

INTERNAL APPROVALS

Approval to commission this service on this basis has been granted by the NHS Cheshire and Merseyside ICB - Sefton Place Leadership Team and Governing Body and the Council Cabinet in line with both organisations constitutions.

RISK AND BENEFIT SHARE ARRANGEMENTS

•

RISK SHARE

There is no risk share in respect of this specification both in terms of overspend and underspend.

OVERSPEND

There is no risk share on any overspend and the risk falls to the Commissioner of the Service in this schedule.

UNDERSPENDS

There is no risk share on any underspend and the underspend falls to the Commissioner of the Service in this schedule.

REGULATORY REQUIREMENTS

Applicable regulations for the scheme are referenced in section 4 of this schedule.

INFORMATION SHARING AND COMMUNICATION

Advocates will have the right to access information regarding the Service User, which is relevant to the issue. The Advocate may also receive information that is private to the Service User but has no bearing on the issue.

The Advocate must ensure that only information relevant to the issue is gathered and that all information is kept in a secure environment at all times and only accessible to authorised personnel of the Provider.

To ensure Service User confidentiality, the Advocate will do the following:

- Inform the person giving information of the limits to the information the Provider can keep for the referred Service User.

- Secure and dispose of confidentially, any information that is given, emailed, faxed or posted to the Advocate that is not relevant to the issue.
- Delete paragraphs from paper copies of meeting notes and reports that are not relevant to the issue concerned.
- Delete paragraphs from electronic copies of meeting notes and reports that are not relevant to the issue concerned (if the document is in read only format, then it should be returned with a request for certain paragraphs to be removed).
- Be compliant with the requirements of the Data Protection Act (DPA) 2018

DURATION AND EXIT STRATEGY

Either party (Commissioner/Service Provider) can terminate this agreement by giving notice as defined within the specified T&C's

If notice is given with regards to part of the service, then this must be reasonably severable from the rest of the agreement without it harming any other part of it.

Can part/all of the Individual Scheme be terminated as a result of breach by either Partner?

As defined within the specified T&C's.

Set out what arrangements will apply upon termination of the Individual Service, including without limitation the following matters addressed in the main body of the Agreement

(1) maintaining continuity of services;

We have a statutory duty to provide IMCA, IMHA, CAA and IHCA advocacy, and the impending implementation of the Liberty Protection Safeguards places a duty on both the Council and Clinical Commissioning Groups, as responsibility bodies to provide advocacy support to individuals who lack capacity by providing the provision of a qualified IMCA. Therefore, there will be a requirement to continue commissioning this service provision subject to the relevant governance/procurement processes.

(2) allocation and/or disposal of any equipment relating to the Individual Scheme;

as defined within the specified T&C's

(3) responsibility for debts and on-going contracts;

?

(4) responsibility for the continuance of contract arrangements with Service Providers (subject to the agreement of any Partner to continue contributing to the costs of the contract arrangements);

The Council will be responsible as Lead Commissioner subject to approval from respective organisations in accordance with governance arrangements.

(5) where appropriate, the responsibility for the sharing of the liabilities incurred by the Partners with the responsibility for commissioning the Services and/or the Host Partners.

SCHEDULE 1 (B) – SCHEME SPECIFICATION AGEING WELL

SERVICE SCHEDULE

Unless the context otherwise requires, the defined terms used in this Scheme Specification shall have the meanings set out in the Agreement.

1 OVERVIEW OF INDIVIDUAL SERVICE

The Ageing Well program is a multi-year program, launched by NHSE last year, with three specific objectives to support delivery of the Ageing Well ambitions set out in the Long-Term Plan.

As such, the program is part but not the totality of our broader Sefton Ageing Well program intentions for older people.

The three Ageing Well Program objectives are as follows:

1. **Enhanced health in care homes (EHCH)**: Providing proactive primary and community health care services to residents in care homes, including regular MDTs and a weekly primary care round. This has been an NHSE agenda for several years, so the model of care is well established within primary care. PCNs have been contracted nationally to deliver primary care into care homes following this model since October 2021.

2. **Urgent community response**: Delivering a community based urgent response that will support people in their own homes (within 2 hours for those in crisis and 2 days for those needing rehabilitation). The service should offer fast access to a range of qualified professionals who can address health and social care needs.

3. **Anticipatory care**: Delivering a community based multi-disciplinary service that proactively identifies and supports people in the community (but not in care homes) with more complex needs or at risk of deterioration. The service should be delivered jointly between primary care and community health services as a minimum, though can also involve social care and the voluntary sector. The anticipatory care model is still under development by NHSE and is due to be published in March 2022 though it is expected to be later than this. Systems will be expected to start delivering the model 2022/23.

NHSE have committed investment to support delivery of the Ageing well objectives within each system. These monies were originally labelled as Long-Term Plan funding, with a funding commitment until 2024. These are intended to fund primary care through PCN Direct Enhanced Services (DES) contracts; and to fund community services through a Community Services Development Fund (SDF).

Sefton's funding allocation amounts to £1,618.000 which is split £876k for South Sefton and £742k for North Sefton. Whilst there are three ageing well objectives the priority program is the development and implementation of the 2 hr. UCR and 48-hour Reablement program.

2 AIMS AND OUTCOMES

- Individuals receive care at the right time in the right place, reducing acute hospital admission and manage the projected increase in demand;
- Decisions about long term care are made only when individuals have had an opportunity for rehabilitation and recovery; and
- There will be increased individual satisfaction and maximise independent living.
- Maximising Independence: The goal for everyone to receive support is to maximise their long-term independence. Although funded support will be available for up to six weeks, many people will benefit more from a shorter intensive period aimed at reducing or eliminating longer term needs for care.
- Home is best for 95% of older people leaving hospital for recovery and assessment of need.
- Strength based assessment

3 THE ARRANGEMENTS

Integrated Commissioning – the services will be commissioned, delivered and overseen through the integrated functions of the emerging place-based structure.

4 FUNCTIONS

The Council will hold the funds in with the Better Care Fund and will allocate resources as directed but the NHS Cheshire and Merseyside ICB - Sefton Place Leadership team and/or a joint decision making entity such as the Health and Wellbeing Executive or newly emerging Sefton Partnership.

SERVICES

The services within each of the three elements of the Ageing Well Programme are as follows;

Enhanced Health in Care Homes

Enhanced Health in Care home (EHCH) provides a clear framework for delivering healthcare through the support of a multi-disciplinary team including primary care, specialists, community-based care services and care home staff.
The Sefton service is for older people as well as younger adults living in a care home. We know people with a learning disability die younger and have poorer health outcomes than the rest of the population and many are prescribed psychotropic medication when they have no relevant mental health diagnosis.
EHCH aims to address some of the health inequalities of care that exist for many of those living with dementia and with a learning disability, and the half a million residents living in care homes in England.

Personalised care and support are at the heart of the EHCH model with three principal aims:

1. to deliver high quality personalised care within care homes
2. to provide the right care and the right health services (temporary or permanent) for care home residents in a place of their choice
3. to enable effective use of resources, reducing unnecessary conveyances to hospital/hospital admissions, whilst ensuring the best care

Care providers work in partnership with local GPs, PCNs, community healthcare providers, hospitals, social care, individuals, and their families.

The local EHCH service meets the conditions detailed in the NHS Standard Contract 2024/25, operating, as agreed with the relevant PCNs, arrangements for the MDT to develop and refresh as required a Personalised Care and Support Plan with people living in care homes, with the expectation that all Personalised Care and Support Plans will be in digital form.

Through these arrangements, the MDT will:

- aim for the plan to be developed and agreed with each new resident within seven Operational Days of admission to the home and within seven Operational Days of readmission following a hospital episode (unless there is good reason for a different timescale).
- develop plans with the person and/or their carer.
- base plans on the principles and domains of a comprehensive geriatric assessment including assessment of the physical, psychological, functional, social and environmental needs of the person including end of life care needs where appropriate;.
- draw, where practicable, on existing assessments that have taken place outside of the home and reflecting their goals; and
- make all reasonable efforts to support delivery of the plan.

Urgent Community Response

The integrated community reablement assessment service (ICRAS) is an overarching framework which incorporates health and social care discharge and community services to promote recovery and enable patients to remain in their own place of residence for longer.

Within this service is the crisis response services formally known as CERT (community emergency response service) which is now the 2hr Urgent Community Response service within the national Ageing Well programme priorities.

The model will deliver to all care environments including care homes, for over 18s to maintain people in usual place of residence. Patients should be medically safe to be at home, registered/resident, at risk of imminent admission to hospital or emergency respite.

The service will operate from 8am to 8pm 7 days per week with a no wrong door approach. They should respond in 2 hours deploying or redirecting to a range of services to meet the 2-hr standard and redirect if need doesn't require 2hr response;

With the ability to respond to

- Falls
- Decompensation of frailty
- Reduced function/deconditioning/decompensation
- Reduced mobility
- Palliative/end of life crisis support
- Urgent equipment provision
- Confusion delirium /Increased or new confusion, acute worsening of dementia and/or delirium (excluding sepsis requiring hospital admission).
- Urgent catheter care
- Urgent support for diabetes
- Urgent support for respiratory conditions
- Unpaid carer breakdown which if not resolved will result in a health care crisis for the person they care for
- Hydration Pathway
- Reablement or IC (bed based) care should be provided within a maximum of 2 days

The following Exclusions will though apply to the service;

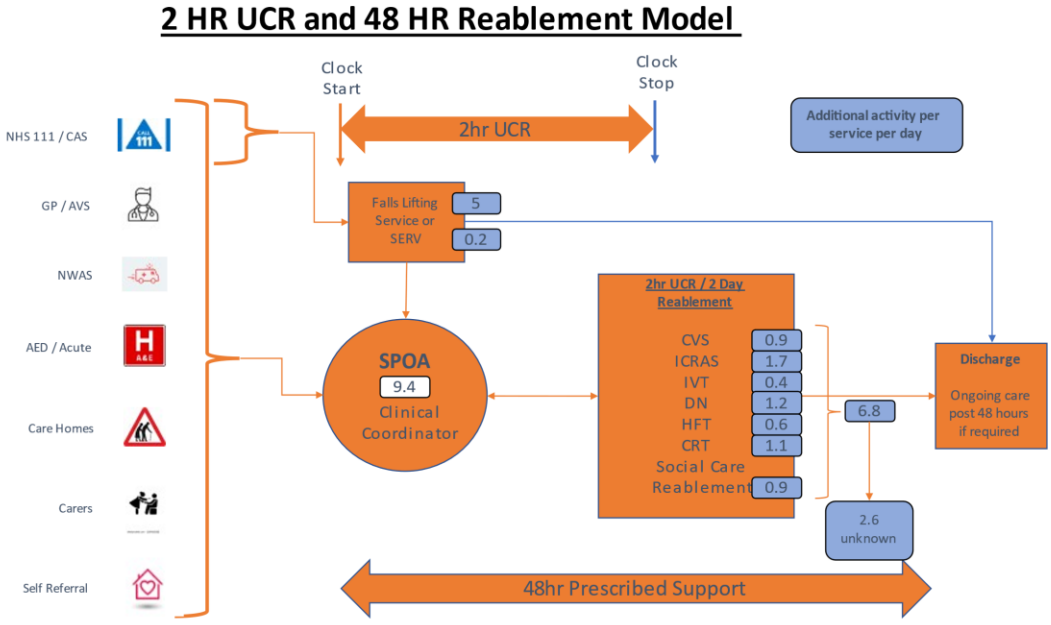
- Chest pain of cardiac origin
- Acute onset of fast AF or arrhythmias
- Potential CVA or TIA
- Acute Kidney Injury
- Acute surgical, gynaecological or orthopaedic presentation
- Acute Mental Health presentation

Responses will be multi-organisational with seamless interface between referral pathways to ensure that following a comprehensive assessment all the needs of the patient are met to remain in their usual place of residence.

Referral sources will be extended to accept referrals from - all local health and care partners including, NHS111; 999; general practice; social care providers (such as care homes, care call) including personal assistants; clinical hubs in ambulance control rooms and patient facing ambulance clinicians; specialist services; care workers; and local authorities. Services should be accurately profiled on the NHS 111 and NWAS directory of services and be visible on NWAS service finder.

The defined service access details and referral method will be visible and accessible via a single point of access and systems are currently exploring a one number approach across Cheshire and Merseyside.

The below diagram shows the agreed model of delivery for Sefton Place and the modelled activity flows across services.



The expansion of the referral pathways into this service will enable a redirection of additional activity into the community services and wider multi-disciplinary teams to wrap services around the individual, reducing the need for avoidable hospital attendances and conveyances.

As part of Sefton place programme, the following investments will be made -

POST	BAND	WTE	INVESTMENT
Frailty Practitioner	7	3.00	153,293
SPOA clinical triage	6	2.00	82,409
Therapist	6	2.8	143,073
Community Geriatrician	Consultant	1.0	20,000
Call handler SPOA	3	3.6	92,806
South Sefton NHS Cheshire and Merseyside ICB - Sefton Place ICRAS			
Registered Nurse	5	2.00	67,643
Health Practitioner Assistant	3	3.00	77,338
Sefton Community Respiratory Team			
Registered General Nurse	6	2.00	82,409
Sefton Community IV Team			
Registered General Nurse	5	3.00	101,464
Registered General Nurse	6	3.00	123,614
Registered General Nurse	7	1.00	51,098

This will enable services to operate 8am and take the last referral at 8pm, 7 days per week. The services need to integrate with the other commissioned services such as Reablement to ensure that services are seamless and cost effective.

In order to support the delivery of the core 2hr service and to ensure timely flow through it and appropriate delivery of ongoing support to people, the following services will also be commissioned / expanded;

Falls lifting Service

Emergency Home Response – Progress Lifeline

The Emergency Home Response is an urgent pickup response service following a fall that has resulted in no injury provided. Progress Lifeline is part of Progress Housing Group, a government regulated and not-for-profit social housing provider with an industry reputation for excellence.

Following a successful pilot across Lancashire ICS, working with NWAS across 8 NHS Cheshire and Merseyside ICB - Sefton Place's and 3 Local Authorities Progress Lifeline now provide a falls pickup service that responds to falls from NWAS via 111 and 999 and residents directly contacting Progress Lifeline. The service provides 24/7 response provision and currently works across Lancashire,

Merseyside and Manchester. The current performance in terms of response times to falls is an average of 26 minutes with 99.3% responded within 1 hour and 0% over 2 hours. In comparison, a response target for NWAS category 4 and 5 is 180 minutes, with significantly longer waits for uninjured residents requiring a pickup only. As an estimate from the Lancashire pilot, for every £1 spent, between £2.30 - £3.90 is saved to the NHS.

The benefits of the pickup service are:

- Improved patient safety and experience due to a quicker response time from the service.
- Utilising a more appropriate model of response for Category 4 ambulance activity, this ensures that emergency ambulances are available to respond to life threatening incidents.
- Provides an integrated 24/7 Response and Lifting Service (R&L Service).
- More efficient use of resources (response and lifting services cost significantly less than an emergency ambulance call out).
- Linking in with other available community services and falls prevention services, offering a proactive, preventative approach to keeping a person independent in their own home and minimising the number of and damage caused by future falls.

The proposal is to pilot a 12-month pickup service based on the Lancashire model to take directly off the NWAS stack from NHS 111 and 999 to release capacity for the SERV to be able to respond to the whole of Sefton. Progress Lifeline charge £50 per call out and we have modelled an average of 5 call outs required per day across Sefton and results in a cost of £91k per annum.

Northwest Ambulance SERV car (Sefton Emergency Response Vehicle) and 2 hr UCR Community push model.

NHS Southport and Formby commissioned NWAS SERV car in November 2019 and outcome data shows that this service has been extremely successful in reducing conveyance rates to hospital and improving see and treat figures.

The car will respond to over 18 years referrals directly from NWAS 999 services and 'pulls' calls directly from the NWAS stack. The service prominently responds to category 3,4 and 5 calls within the hour and prevents those incidents from escalating to potential category 1 and 2 calls. More information on the outcome data can be seen in appendix 2.

This service is an integrated service with the community services and has good referral rates to the rest of the systems service. Part of the 2hr UCR programme is to increase referral rates from NWAS into the community 2hr UCR service via a 'push' model and referral pathways are already in existence.

The commissioning of the falls lifting service and the NWAS 'push' model will enable the roll out of the SERV car from NHS Southport and Formby NHS Cheshire and Merseyside ICB - Sefton Place across into NHS South Sefton NHS Cheshire and Merseyside ICB - Sefton Place. As this is a shift of activity as opposed to new activity this commissioning intention is cost neutral.

Reablement Crisis hours

An expansion of the service will support the delivery of the 2hr UCR as it will ensure that there is sufficient Reablement provision to support more people in their own homes, but also to support the

delivery of other Intermediate Care related services and support with the aim of ensuring that Service Users receive any ongoing services they require having initially received other services. The aim is to ensure that the 2hr UCR will be able to refer on to the Reablement service, thus supporting them with their own demand pressures and to ensure that Reablement is able to provide further step-down provision so that Service Users can continue to receive services as their level of acuity reduces, but may still require a level of service to continue to support them to remain independent and/or whilst assessments take place relating to the need for any longer-term services.

In addition, a key identified priority within the agreed Intermediate Care strategy relating to Reablement is "to expand the provision of such services so that they become the default pathway for people, thereby ensuring that when people do receive services, in the first instance they are supported to regain their independence as much as possible"

The expansion of the Reablement service will also support the delivery of the strategy and desired outcomes and ensure that,

- Individuals receive care at the right time in the right place, reducing acute hospital admission and manage the projected increase in demand;
- Decisions about long term care are made only when individuals have had an opportunity for rehabilitation and recovery; and
- There will be increased individual satisfaction and maximise independent living.

On a wider level, the expansion of the Reablement service will also ensure that the Sefton system complies with the NHS England and NHS Improvement Policy for Discharge, in terms of;

- Maximising Independence: The goal for everyone to receive support is to maximise their long-term independence. Although funded support will be available for up to six weeks, many people will benefit more from a shorter intensive period aimed at reducing or eliminating longer term needs for care.
- Home is best for 95% of older people leaving hospital for recovery and assessment of need.
- Strength based assessment

Increasing the provision of Reablement in Sefton will also address capacity and pressures being experienced in other services and support with meeting increased demand as the elderly and frail population is projected to rise significantly and there are an increased number of people living longer with more complex health needs.

CVS

The Sefton CVS Hospital Discharge Service (HDS), funded by Sefton Metropolitan Borough Council, was set up efficiently in June 2020 and went live in July 2020. The creation of a voluntary sector led service was to support patients discharged from hospital and was a stipulation of the COVID 19 Hospital Discharge Requirements. The HDS Team can provide support for anyone over 18, who is a Sefton resident, has had a stay in a hospital or other health setting and who receives very limited support from health or social care and no other informal support available from family or friends.

To support the Ageing Well Programme with the 2/48hr response, there will be an additional 2 x WTE Discharge Support Workers. These additional roles will support residents to stay at home, be a part of the wraparound care to avoid admission and realise the benefits mentioned below. Furthermore, the additional resource will improve resilience of the current service.

The service aims are:

- to improve health and wellbeing, with a timely response to review basic provisions in their property and that the accommodation is suitable to their needs.
- to maximise income through signposting and ensuring benefits and specialist debt management is available.
- to help minimise social isolation in the long-term, by helping patients identify and plan how they can work towards their work or social aspirations with help from local community agencies.

The commissioned High Intensity User (HIU) service has demonstrated excellent outcomes in reducing the demand for urgent and emergency care services by provided users with the tools and support to reduce risk of reaching a crisis. The service employs 3 x HIU Outreach Workers to provide the intervention. The outreach workers build trust and coach the service users to understand their triggers, utilise coping strategies and developing support networks with family, friends and relevant services to be able to manage independently.

Investing in 1WTE HIU Outreach Worker as part of the Ageing Well Programme will support the 48hr community response and provide another element of wraparound care to reduce the risk of admission by implementing the same techniques and support used in the existing HIU service. This will provide additional capacity to the existing team to provide a timely intervention and acting as the link between addiction, mental health and other voluntary and third sector services.

Anticipatory Care

Delivering a community based multi-disciplinary service that proactively identifies and supports people in the community (but not in care homes) with more complex needs or at risk of deterioration. The service should be delivered jointly between primary care and community health services as a minimum, though can also involve social care and the voluntary sector. The anticipatory care model is still under development by NHSE and is due to be published in March 2022 though it is expected to be later than this. Systems will be expected to start delivering the model 2022/23.

NHSE have committed investment to support delivery of the Ageing well objectives within each system. These monies were originally labelled as Long-Term Plan funding, with a funding commitment until 2024. These are intended to fund primary care through PCN Direct Enhanced Services (DES) contracts; and to fund community services through a Community Services Development Fund (SDF).

Sefton's funding allocation amounts to £1,618.000 which is split £876k for South Sefton and £742k for North Sefton. Whilst there are three ageing well objectives the priority program is the development and implementation of the 2 hr. UCR and 48-hour Reablement program.

COMMISSIONING, CONTRACTING, ACCESS

Commissioning Arrangements

The services are commissioned through an Integrated Commissioning arrangements

Contracting Arrangements

Contract terms will be agreed jointly

Access

The service is accessible to any older person in Sefton in need of Care or Support

FINANCIAL CONTRIBUTIONS

	South Sefton		Southport & Formby		Total	
	wte	£	wte	£	wte	£
ICRAS	5.00	£144,981	11.40	£471,581	16.40	£616,562
Community Geriatrician			1.00	£20,000	1.00	£20,000
CVS	3.00	£110,000			3.00	£110,000
Falls pick up service	4.50	£91,000			4.50	£91,000
Reablement	8.00	£329,211	8.00	£92,642	16.00	£421,853
Heart Failure	0.00	£0	0.00	£0	-	£0
CRT	1.12	£46,149	0.88	£36,260	2.00	£82,409
IV Therapy	3.92	£154,658	3.08	£121,517	7.00	£276,176
Total Costs	**25.54**	**£876,000**	**24.36**	**£742,000**	**49.90**	**£1,618,000**

Financial resources in subsequent years to be determined in accordance with the Agreement

FINANCIAL GOVERNANCE ARRANGEMENTS

[(1) As in the Agreement with the following changes:

(2) Management of the Pooled Fund

The pooled budgets will managed as apart of the Better Care Fund, through the Sefton partnership Arrangements.

(3) Audit Arrangements

The Councils Internal Audit process is applicable

(4) Financial Management

The 2hr UCR performance will be monitored through the national Community Services Data Set (CSDS) dashboard on a monthly basis and will be reviewed nationally, regionally and locally by NHSEI and Sefton Place. It is recognised that not all providers will be able to meet the Minimum Data Set (MDS) required to report via the CSDS therefore, data quality development will continue throughout 2022/23. While this development is ongoing, providers within the 2hr UCR will be expected to report locally agreed KPIs to inform demand and capacity and identify areas of improvements.

The Ageing Well funding for the 2hr UCR is limited to the total budget received (noted above) for each provider. Sefton Place and providers will be held to account for the recruitment of the total WTE within the original submission to ensure capacity is increased according to the funding being provided. Therefore, any additional funding will need to be agreed within each organisations usual governance procedures.

Any capital assets that have been allocated within the original funding submission will be owned by the provider organisation that it is assigned to. The vast majority of funding is recurrent funding for staffing and any small capital investments will be within the total budget for the UCR programme and the responsibility of the provider utilising the equipment.

VAT

The application of VAT will depend upon the specific arrangements entered into, but in most instances, the following shall apply:

Where the responsibility to deliver work and the associated funding is that of the NHS Cheshire and Merseyside ICB - Sefton Place, but Sefton Council is engaged to employ the necessary people to provide the service and the costs fall upon the Local Authority to pay, this is a taxable service and Sefton Council would invoice NHS Cheshire and Merseyside ICB - Sefton Place at Standard Rate VAT.

To reduce the burden of a VAT cost, where possible the recommended approach would be for members of staff fulfilling a Local Authority role to be paid for and funded by the Local Authority and where NHS Cheshire and Merseyside ICB - Sefton Place staff are fulfilling a NHS Cheshire and Merseyside ICB - Sefton Place role, to be paid for and funded by the NHS Cheshire and Merseyside ICB - Sefton Place.

GOVERNANCE ARRANGEMENTS

The scheme lead will be Sharon Forrester, Head of Commissioning and Delivery for Urgent Care and Community Services for Southport and Formby NHS Cheshire and Merseyside ICB - Sefton Place/Sefton Place.

Reporting will be to the Sefton Partnership Board

STAFF

There will be several organisations and services within the 2hr UCR, which will work in an integrated way as a multidisciplinary team to improve patient experience and efficiency of the overall service. These organisations including Mersey Care Foundation Trust, Sefton Council, New Horizons, Go to Doc, Sefton CVS and Progress Lifeline. This list is the organisations that have received additional or new funding to add new commissioned services or created additional capacity within existing services but there are other services that will be part of the integrated UCR service. All providers will employ the staff based on their allocated funding and WTE to meet the increased expected demand. All HR requirements will be managed as per the usual organisational policies and procedures.

Council staff to be made available to the arrangements

Please make it clear if these are staff that are transferring under TUPE to the NHS Cheshire and Merseyside ICB - Sefton Place.

If the staff are being seconded to the NHS Cheshire and Merseyside ICB - Sefton Place this should be made clear

NHS Cheshire and Merseyside ICB - Sefton Place staff to be made available to the arrangements

Please make it clear if these are staff that are transferring under TUPE to the Council.

If the staff are being seconded to the Council this should be made clear.

ASSURANCE AND MONITORING

The Age Well Programme will report to the Sefton Partnership Board

LEAD OFFICERS

Partner	Name of Lead Officer	Email Address
Council	Neil Watson	Neil.Watson@Sefton.gov.uk
ICB	Sharon Dooner	Sharon.dooner@cheshireandmerseyside.nhs.uk

INTERNAL APPROVALS

Consider the levels of authority from the Council's Constitution and the NHS Cheshire and Merseyside ICB - Sefton Place's standing orders, scheme of delegation and standing financial instructions in relation to the Individual Scheme;

Consider the scope of authority of the Pool Manager and the Lead Officers

Has an agreement been approved by cabinet bodies and signed?

RISK AND BENEFIT SHARE ARRANGEMENTS

-

RISK SHARE

There is no risk share in respect of this specification both in terms of overspend and underspend.

OVERSPEND

There is no risk share on any overspend and the risk falls to the Commissioner of the Service in this schedule.

UNDERSPENDS

There is no risk share on any underspend and the underspend falls to the Commissioner of the Service in this schedule.

REGULATORY REQUIREMENTS

Are there any regulatory requirements that should be noted in respect of this particular Individual Scheme?

INFORMATION SHARING AND COMMUNICATION

Information data sharing is covered by an overarching agreement for the Sefton partnership between NHS Cheshire and Merseyside Integrated Care Board, Sefton Place

SCHEDULE 1 (C) _ SCHEME SPECIFICATION

DIGITAL TRANSFORMATION FUND

TEMPLATE SERVICE SCHEDULE

Unless the context otherwise requires, the defined terms used in this Scheme Specification shall have the meanings set out in the Agreement.

5 OVERVIEW OF INDIVIDUAL SERVICE

Adult Social Care Digital Transformation Fund-NHSTD

On 1 December 2021, the Department of Health and Social Care (DHSC) published the White Paper, People at the Heart of Care which outlines a 10 year vision for reform of the sector. The White Paper recognised that when technology is embedded seamlessly into care and support services, it can be transformative, helping people to live happy, fulfilled lives in their homes, communities or other care settings. To support this goal, and the government's wider ambitions for reform, the White Paper committed to invest at least £150m in digitising the social care sector from April 2022.

Digital transformation can dramatically improve the quality and safety of care. By driving rapid digitisation of social care providers, we can achieve unprecedented integration between health and care, unlocking the potential for a more preventative, personalised approach wherever a person draws on care.

With a fully digitised adult social care sector, fully integrated with the NHS, care teams will be able to access real-time information about a person's care through electronic care records to ensure people receive the right care, at the right time. In addition, the use of innovative care technologies, such as sensor based falls prevention and detection technology, could reduce falls in care homes by 20%, reducing admissions to hospitals, resulting in reduced demand on the NHS.

Over the past two years the Digitising Social Care (DiSC) team in partnership with the Adult Social Care (ASC) Tech Policy Team have been working with 16 accelerator Integrated Care Systems (ICS) to support improved care provider infrastructure to enable digital care, e.g. high speed internet and devices, implementation of Digital Social Care Records (DSCR) and sensor based falls prevention and detection technology for care homes to support their residents most at risk of falls.

We have also been working with care providers to understand why the sector has not introduced technology that supports them to deliver their services. The barriers the sector identified include the:

- Diverse nature of care providers
- Lack adequate guidance for adult social care providers when identifying and introducing the digital products which best meet their needs
- Incentives for services to digitise aren't always clear, making it hard to make the case for investment when faced with limited funding.

After completing a successful bid for national funding Cheshire and Merseyside ICS were allocated two funding streams in 21/22 for regional delivery of the above Programme.

(c) Whether there are Pooled Funds:

The Host Partner for Pooled Fund ASC Digital Transformation Fund is Sefton Borough Council and the Pooled Fund Manager, being an officer of the Host Partner is Marc Bevan

6 AIMS AND OUTCOMES

Funding was made available via accelerator pots (Cheshire and Merseyside were one of the 13 successful sites) and the Unified Technology Fund (UTF) in previous years, and from March 2022 this funding this funding will be extended to include all 42 ICS with a focus on scaling adoption across all regions.

The current fund available within Sefton BCF is the UTF monies 21/22. In 22/23 all 42 ICS will receive further funding for implementation support and the Adult Social Care Digital Transformation Fund. The purpose of the funding is to directly support and upscale the digital transformation of adult social care as part of the digitising social care programme and achieve the key programme targets.

These are as follows:

● 60% of CQC registered adult social care providers (residential and non-residential) will have adopted a DSCR by March 2023, and 80% by March 2024

● By March 2023 sensor based falls prevention and detection technologies, such as acoustic monitoring, will be in use in care homes for those most at risk of falls, reaching at least 10% of residents nationally, reaching 20% by 2024.

7 THE ARRANGEMENTS

Sefton BCF is currently holding 222k of revenue funding and there is a further capital grant funding pot of 455k currently hosted by Sefton Council.

This Programme will work in partnership with Local Authorities, Place Representatives and Social Care Providers to support the wider adoption of Digital Care technologies and Electronic Care records within social care settings which will enable the ICS to meet targets and outcomes of the ASC Digital Transformation Fund.

This Programme will also provide oversight and support for the wider Digitisation of Social Care that will enable places to identify and access additional resources that will support ASC to develop an understanding of its Digital Strategic Objectives and the current Digital Maturity of Local Authorities and Social Care Providers that will form the basis of What Good Looks Like (WGLL) document for Social Care which is currently being supported nationally by the LGA

ICS programme resources will support the progress of key deliverables and the governance arrangements of this Programme will be shared across Social Care and health.

Specific arrangements for the regional delivery across Cheshire and Merseyside are being agreed currently. The SRO for the Programme is Sarah Smith, Executive Director of Health and Social Care for Knowsley and allocation and delivery of the funding will be agreed through the Strategic Group for Digital and Tech Enabled Care. Priority areas for expenditure will be agreed regionally.

8 FUNCTIONS

Sefton Council will hold these funds and allocate at the direction of the SRO Knowsley DASS

SERVICES

This fund will support Adult Social Care Providers to implement Electronic care records or Technology enabled care systems to support falls prevention and monitoring.

COMMISSIONING, CONTRACTING, ACCESS

Commissioning Arrangements

None

There will be no requirement for contractual arrangements by the local authority. It is planned that social care providers will be allocated one off funding to enable them to purchase a suitable approved Digital System from the Dynamic Purchasing system (DPS) that is managed through the NHSTD.

FINANCIAL CONTRIBUTIONS

Financial Year 2024/2025

	NHS C&M ICB Sefton Place contribution	Sefton Council Contribution	Total
Non-Pooled Fund A		**£0**	**£0**

Financial resources in subsequent years to be determined in accordance with the Agreement

FINANCIAL GOVERNANCE ARRANGEMENTS

[(1) As in the Agreement with the following changes:

(2) Management of the Pooled Fund

The fund will be manged in accordance with the Better Care Fund reporting and governance process.

(3) Audit Arrangements

The council internal audit process is applicable

(4) Financial Management

Financial monitoring will be submitted to the Health and Wellbeing Board in accordance with its remit of oversight of the Better Care Fund

Sefton Council as the host will produce these on a quarterly basis. Spend will be monitored and nay risk of overspend escalated to C&M ICB

VAT

The application of VAT will depend upon the specific arrangements entered into, but in most instances, the following shall apply:

Where the responsibility to deliver work and the associated funding is that of the Cheshire and Merseyside ICB, but Sefton Council is engaged to employ the necessary people to provide the service and the costs fall upon the Local Authority to pay, this is a taxable service and Sefton Council would invoice Cheshire and Merseyside ICB at Standard Rate VAT.

To reduce the burden of a VAT cost, where possible the recommended approach would be for members of staff fulfilling a Local Authority role to be paid for and funded by the Local Authority and where Cheshire and Merseyside ICB staff are fulfilling a Cheshire and Merseyside ICB role, to be paid for and funded by the Cheshire and Merseyside ICB.

GOVERNANCE ARRANGEMENTS

The Cheshire and Merseyside ICB SRO is Sarah Smith, DASS, Knowsley. The Sefton lead is Diane Clayton, Strategic Lead for Independence at Home.

NON FINANCIAL RESOURCES

STAFF

The necessary management requirements to be agreed

ASSURANCE AND MONITORING

Assurance and monitoring of the fund will be completed by the regional Programme Manager (working for the ICB) and there will be regular reporting and monitoring activity required by the Adult Social Care team in NHSTD

LEAD OFFICERS

Partner	Name of Lead Officer	Email Address
Council	Diane Clayton	Diane.Clayton@sefton.gov.uk
C&M ICB	Sarah Smith	

RISK AND BENEFIT SHARE ARRANGEMENTS

-

RISK SHARE

There is no risk share in respect of this specification both in terms of overspend and underspend.

OVERSPEND

There is no risk share on any overspend and the risk falls to the Commissioner of the Service in this schedule.

UNDERSPENDS

There is no risk share on any underspend and the underspend falls to the Commissioner of the Service in this schedule.

REGULATORY REQUIREMENTS

Are there any regulatory requirements that should be noted in respect of this particular Individual Scheme?

INFORMATION SHARING AND COMMUNICATION

What are the information/data sharing arrangements?

How will charges be managed (which should be referred to in Part 2 above)

What data systems will be used?

Consultation – staff, people supported by the Partners, unions, providers, public, other agency

Printed stationary

DURATION AND EXIT STRATEGY

This money is a one off funding pot to be spend across the region in 22/23. Any further funding for this programme is likely to go into the ICB

OTHER PROVISIONS

None

SCHEDULE 1 (D) **SCHEME SPECIFICATION**

WOODLANDS - INTEGRATED MENTAL HEALTH RECOVERY SERVICE

SERVICE SCHEDULE

Unless the context otherwise requires, the defined terms used in this Scheme Specification shall have the meanings set out in the Agreement.

9 OVERVIEW OF INDIVIDUAL SERVICE

Woodlands is an integrated respite and recovery offer for adults with Mental Health conditions, Addiction, and those with Asperger's.

The service provides accommodation-based support, which consists of 11 recovery beds and 2 respite beds and the maximum length of stay within the service is 12 months. All support is tailored to the individual's assessed needs upon admission to the service.

All referrals into the service will be made via the Community Mental Health Team (CMHT) – Adult Social Care Teams to enable timely discharge from an acute setting or prevent admission to hospital. The CMHT's will cc the Complex Support Team into each referral, so they have oversight of all referrals being made into the service.

The service interfaces with the Community Mental Health Teams, Mental Health Recovery Team, CHART, Commissioning Support and Complex Support, as part of a multi-agency approach to ensure that the service is supported to move individuals on once their recovery goals and outcomes have been met ensuring throughput within the service.

For individuals who still require an element of support once they have moved on to independent living, they will receive short term targeted support from the Mental Health Recovery Team, which is a boroughwide service providing intensive recovery-based support and reablement interventions to Sefton residents under the care of secondary mental health services. The service uses a strengths-based approach and is time limited and goal orientated with the aim of improving service users' confidence, independence, social inclusion and mental wellbeing.

The Host Partner for Pooled Fund and lead commissioner is Sefton Council and the Pooled Fund Manager, being an officer of the Host Partner is the Integrated Social Care and Health Manager.

10 AIMS AND OUTCOMES

Recognising everyone's journey is unique and Woodlands have implemented the 'Star Assessment' Model to measure outcomes with progress tracked and reported from point of entry through to discharge. The Star Assessment Model is a measurement tool which plots the person's journey. As the person achieves their goals they will move toward the centre of the star. It produces a generic framework for outcomes that captures:

- Ability to manage:
- Physical Health
- Mental health
- Relationships
- Tenancies
- Community Presence
- Finances

The star allows the person to prioritise what is most high risk/need to work on to meet long term goals. This assessment tool provides a visual representation of the person's recovery journey.

Each person completes a 3-week assessment process that includes the following stages:

Week 1

Self-assessment – where is the person in relation to the star?

Week 2

The person will revisit the star and complete 2nd assessment with support from their named key worker. Most people will have exaggerated or underplayed their first assessment. By week 2 the service will have received and use background information and will have begun building a relationship with the individual. The second assessment provides a more realistic assessment.

Week 3

The person and keyworker will complete the star again. It is at this point the **Recovery Support Plan** is created. The plan is the start of the journey to recovery.

The plan is reviewed on a monthly basis and the person will plot their progress across the star.

Each individual's progress will be monitored as part of the Monthly MDT meeting, which will take place on the 1st Thursday of every month.

11 THE ARRANGEMENTS

The service is commissioned on an integrated basis, with the lead commissioner role being performed by an Integrated Commissioning Officer, under the oversight of the Integrated Commissioning Group.

All referrals into the service will be made via the Community Mental Health Teams (CMHT's) – Adult Social Care Teams to enable timely discharge from an acute setting or prevent admission to hospital.

The CMHT's will cc the Complex Support Team into each referral, so they have oversight of all referrals being made into the service.

12 FUNCTIONS

The service will be funded jointly by the NHS Cheshire and Merseyside ICB - Sefton Places and Council. The funding will be held in the Better Care Fund, the service will be commissioned by an Integrated Commissioner acting on behalf of both organisations.

SERVICES

Woodlands will provide accommodation-based support to adults with Mental Health conditions, Addiction, and those with Asperger's. The service/individuals will be supported by the following services as part of an MDT approach:

- CMHT's Adult Social Care Team - who are responsible for ensuring that all service users have a current care act assessment identifying an assessed need for the service.
- CMHT's Care Co-ordinators – allocated to individuals under the care and support of secondary mental health services.
- CHART – support to assist in identifying independent accommodation within the community for individuals who are nearing completion of their recovery journey.
- Mental Health Recovery Team – will provide in reach support where necessary and will support individuals who still require an element of support once they have moved on to independent living, by providing short term targeted support.

COMMISSIONING, CONTRACTING, ACCESS

Commissioning Arrangements

The service is commissioned on a fully integrated basis and will report to the Integrated Commissioning Group.

Contracting Arrangements

The Contract will run from

The Contract will be issued by Sefton Council on behalf of both organisations. The terms will

be jointly agreed.

The contract will be managed by the lead Integrated Commissioner and performance reported

up through the Integrated Commissioning Group.

Access

All referrals into the service will be made via the Community Mental Health Teams (CMHT's) – Adult Social Care Teams to enable timely discharge from an acute setting or prevent admission to hospital. The CMHT's will cc the Complex Support Team into each referral, so they have oversight of all referrals being made into the service.

FINANCIAL CONTRIBUTIONS

Financial Year 2024/25

	NHS C&M ICB Sefton Place contribution	Sefton Council Contribution	Total
Non-Pooled Fund A	**£0**	**£245,000**	**£245,000**
Non-Pooled Fund B	**£258,867**	**£0**	**£258,867**

Financial resources in subsequent years to be determined in accordance with the Agreement

FINANCIAL GOVERNANCE ARRANGEMENTS

The Council Internal Audit and C&M Internal audit regime is applicable.

The Council's financial systems will be utilised, and the commissioned service provider will be paid via Controcc with remittance being provided via the provider portal

The Budget will be monitored as part of the BCF programme, and the commissioned activity will be monitored during quarterly monitoring meetings with the Lead Commissioning Officer.

Monitoring reports will be produced by the Council and reported on as part of the BCF programme on a quarterly basis.

No overspend will take place however, if additional resources are required then these will be subject to approval by both respective organisations.

All individuals will receive an assessment via the Council's Charging Team.

Closure of accounts will take place in March in accordance with usual close down procedures and will be reported via the BCF programme.

VAT

The application of VAT will depend upon the specific arrangements entered into, but in most instances, the following shall apply:

Where the responsibility to deliver work and the associated funding is that of the NHS Cheshire and Merseyside ICB - Sefton Place, but Sefton Council is engaged to employ the necessary people to provide the service and the costs fall upon the Local Authority to pay, this is a taxable service and Sefton Council would invoice NHS Cheshire and Merseyside ICB - Sefton Place at Standard Rate VAT.

To reduce the burden of a VAT cost, where possible the recommended approach would be for members of staff fulfilling a Local Authority role to be paid for and funded by the Local Authority and where NHS Cheshire and Merseyside ICB - Sefton Place staff are fulfilling a NHS Cheshire and Merseyside ICB - Sefton Place role, to be paid for and funded by the NHS Cheshire and Merseyside ICB - Sefton Place.

GOVERNANCE ARRANGEMENTS

The Scheme is overseen by an Integrated lead Commissioner who will report to the Integrated Commissioning Group as a formal sub group of the Health and Wellbeing Board Executive. Its Financial and Performance reporting will be received by the Health and Wellbeing Board Executive on a quarterly basis and on a monthly basis will be reported through a highlight report to the full Integrated Commissioning Group.

STAFF

The staff will be employed by the service provider and the Contract value awarded will make provision for staff wage increases and pension contributions.

ASSURANCE AND MONITORING

This section may be subject to variation in line with the relevant contract clause.

The Provider will be required to prepare and submit monthly updates with regards to the progress of each individual's recovery to facilitate timely discharge from the service ensuring throughput. This update will be provided as part of the monthly MDT.

Placement data will also be monitored via the Council's Controcc System.

LEAD OFFICERS

Partner	Name of Lead Officer	Email Address
Council	Neil Watson	Neil.Watson@Sefton.gov.uk
NHS Cheshire and Merseyside ICB - Sefton Place	Tracy Jeffes	Tracy.Jeffes@Cheshireandmerseyside.nhs.uk

INTERNAL APPROVALS

Approval to commission this service on this basis has been granted by the NHS Cheshire and Merseyside ICB - Sefton Place Leadership Team and Governing Body and the Council Cabinet in line with both organisations constitutions.

RISK AND BENEFIT SHARE ARRANGEMENTS

•

RISK SHARE

There is no risk share in respect of this specification both in terms of overspend and underspend.

OVERSPEND

There is no risk share on any overspend and the risk falls to the Commissioner of the Service in this schedule.

UNDERSPENDS

There is no risk share on any underspend and the underspend falls to the Commissioner of the Service in this schedule.

REGULATORY REQUIREMENTS

Applicable regulations for the scheme are referenced in section 4 of this schedule.

INFORMATION SHARING AND COMMUNICATION

The service will have the right to access information regarding the service users assessed health and social care needs to ensure that the care and support they provide is tailored to their individual needs.

The service must ensure that all information pertaining to the individual's health and social care needs is kept in a secure environment at all times and only accessible to authorised personnel of the Provider.

To ensure Service User confidentiality, the provider will ensure that they are fully compliant with the requirements of the Data Protection Act (DPA) 2018, and will ensure that they have appropriate policies in place to safeguard both service users and staff.

SCHEDULE 1(E)– SCHEME SPECIFICATION IMPROVED BETTER CARE FUND

Part 1 – Template Services Schedule

Unless the context otherwise requires, the defined terms used in this Scheme Specification shall have the meanings set out in the Agreement.

1 OVERVIEW OF INDIVIDUAL SERVICE

The IBCF has existed since 2017. This schedule details the guidance and outlines

spend. There are three purposes on which funding can be spent: -

- must meet Adult Social Care Needs,
- must reduce pressure on the NHS, including supporting more people to be discharged from hospital when they are ready,
- Ensuring that the local social care provider market is supported.

2 AIMS AND OUTCOMES

The service aims to

- Take immediate action to fund care packages for more people
- Support social care providers
- Relieve pressure on the NHS locally by implementing best practice set out in the "High Impact Change Model" for managing Delayed Transfers of Care.

3 **THE ARRANGEMENTS** (refer to clause 6)

4 FUNCTIONS

The Council retain the health functions which are the subject of this individual scheme.

There are no NHS Cheshire and Merseyside ICB - Sefton Place functions in these services.

5 SERVICES

Where relevant contracts are in place or are in the process of being scoped. Should there be any requirement to change the services or use of the grant then this will be done through the Governance Framework for the iBCF as set down by the grant conditions.

In respect of the "Autumn Grant" this is to be used against Community Care spend. This has no requirement to track individually against schemes. The Community care grant is used on a range of service provision to support people assessed under the Care Act as having eligible unmet need.

The beneficiaries of people who reside in Sefton who's assessed needs grant them entitlement to the services contained.

6 COMMISSIONING, CONTRACTING, ACCESS

COMMISSIONING

The Council manages the issuing and letting of the specific contracts. They also have the authority to agree terms and a copy of initial agreed terms shall be provided to the NHS Cheshire and Merseyside ICB - Sefton Places. Any variation of terms shall be by mutual consent of all parties.

The Council is the Lead Partner in this schedule.

CONTRACTING

The Council are responsible for the contract arrangements for this contract in this specification.

The arrangements for contracting are that the Council are the Lead in terms of issuing and letting the contract. The Lead Partner will have authority to agree terms.

ACCESS

People who reside in Sefton whose assessed needs grant them entitlement to the services contained.

FINANCIAL CONTRIBUTION

Utilisation of Grant - detail	High Impact Change Model ○ Expected Change	iBCF Conditions	£m
Fees	○ DTOC market shaping ○ Manage the risk of market failure	Protection of social care	15.443
Reablement Rapid Response	Change 1 Early discharge planning Change 2 Multidisciplinary/multi-agency discharge teams, including the voluntary and community Change 3 Home first/discharge to assess ○	Manage demand in social care	0.283
Total			**15.726**

Description	C&M ICB Sefton	Sefton Council	Total
	£000	£000	£000
iBCF	0	15,726	15,726
Total	**0**	**15,726**	**15,726**

Financial resources in subsequent years to be determined in accordance with the Agreement

FINANCIAL GOVERNANCE ARRANGEMENTS

As detailed the main S75 Agreement.

VAT

The Councils VAT regime will apply.

GOVERNANCE ARRANGEMENTS

As in the main S75 Agreement.

NON FINANCIAL RESOURCES

There are no resources pooled as a result of this agreement.

STAFF

There are no staff matters in respect of this agreement.

ASSURANCE AND MONITORING

The iBCF is subject to a national data return and this data will be shared in advance with the NHS Cheshire and Merseyside ICB - Sefton Place`s via the described governance structures namely the Integrated Commissioning group, the Health and Wellbeing Executive Group and the Health and Wellbeing Board.

LEAD OFFICERS

Partner	Name
Council	Integrated Social Care and Health Manager, Sefton Council.
NHS C&M ICB	Deborah Butcher, Place Director Sefton Rebecca McCullough, Associate Director of Finance Sefton Place

- **INTERNAL APPROVALS**

As detailed the main S75 Agreement in respect of Officer Delegation and the Governance of the S75.

FINANCIAL ARRANGEMENTS, RISK SHARE, OVERSPENDS AND UNDERSPENDS

Unless the context otherwise requires, the defined terms used in this Schedule shall have the same meanings as set out in the main S75 Agreement.

Subject to any contrary provision in the relevant Scheme Specification, the Parties agree that Overspends or Underspends shall be managed in accordance with this Schedule.

FINANCIAL ARRANGEMENTS

As detailed in the main S75 Agreement

RISK SHARE

There is no risk share in respect of this specification both in terms of overspend and underspend.

OVERSPEND

There is no risk share on any overspend and the risk falls to the Commissioner of the Service in this schedule.

UNDERSPENDS

There is no risk share on any underspend and the underspend falls to the Commissioner of the Service in this schedule.

REGULATORY REQUIREMENTS

The iBCF is subject to funding criteria set down by the issuing body and as such there is a reporting regime.

INFORMATION SHARING AND COMMUNICATION

As detailed the main S75 Agreement.

DURATION AND EXIT STRATEGY

The duration of the Scheme shall be one year. The Scheme may be extended by mutual written agreement. The Partners agree that the duration of the Scheme may extend beyond the termination or expiry of the Agreement.

The Scheme may be terminated (in whole or in part):

(i) by any Partner giving not less than 3 Months' notice in writing to terminate the Individual Scheme;

(ii) in the event that any Partner ("Relevant Partner") fails to meet any of its obligations under the Scheme and (i) fails to remedy any remediable failures following the service of a notice by the other Partners (acting jointly) requiring the Relevant Partner to take such reasonable action within a reasonable timescale as the other Partners may specify to rectify such failure and (ii) the Partners fail to agree a resolution to the Relevant Partner's default after referring for resolution in accordance with Clause 23 of the Agreement; and

(iii) by the Council with immediate effect by the service of a written notice on the Partner/(s) if the other Partner/(s) is in breach of any material obligation under the Scheme provided that, if the breach is capable of remedy the Council may only terminate the Individual Scheme hereunder if the Partner has failed to rectify the breach within 14 days from receipt of notice from the Council to do so. Further, the Partners agree that: in the event of any termination of the Scheme due the breach of any Partner, the Council shall not be liable for any loss suffered by another Partner (innocent partner) as a result of such termination. Any remedy of the innocent party would be claimed under Clause 16.1 of the Agreement;

(ii) a failure to comply with express financial commitments as detailed in the Better Care Fund Plan shall constitute Irremediable Material Breach giving cause to terminate an Individual Scheme on notice with immediate effect;

(Hi) Contravention of Clause 34 of the Agreement (Assignment and Sub-contracting) shall constitute Irremediable Material Breach giving cause to terminate an Individual Scheme on notice with immediate effect;

(iv) termination of an Individual Scheme (whether [illegible] of time or otherwise) shall be without prejudice to the Partners' rights in respect of any antecedent breach and the provisions hereinbelow;

(vi) in the event of termination of an Individual Scheme, the Partners agree to cooperate to ensure an orderly wind down of their joint activities and to use their best endeavours to minimise disruption to the health and social care which is provided to the Service Users;

(vii) upon termination of an Individual Scheme for any reason whatsoever the following shall apply:

(a) the Partners agree that they will work together and co-operate to ensure that the winding down and disaggregation of the integrated and joint activities to the separate responsibilities of the Partners is carried out smoothly and with as little disruption, as possible to service users, employees, the Partners and third parties, so as to minimise costs and liabilities of each Partner in doing so;

(b) where either Partner has entered into a Service Contract for an Individual Scheme which continues after the termination of the Individual Scheme, both Partners shall continue to contribute to the Contract Price in accordance with the agreed contribution for that Service prior to termination and will enter into all appropriate legal documentation required in respect of this;

(c) the Lead Commissioner shall make reasonable endeavours to amend or terminate a Service Contract (which shall for the avoidance of doubt not include any act or omission that would place the Lead Commissioner in breach of the Service Contract) where the other Partner requests the same in writing provided that the Lead Commissioner shall not be required to make any payments to the Provider for such amendment or termination unless the Partners shall have agreed in advance who shall be responsible for any such payment;

(d) where a Service Contract held by a Lead Commissioner relates all or partially to services which relate to the other Partner's Functions then provided that the Service Contract allows the other Partner

may request that the Lead Commissioner assigns the Service Contract in whole or part upon the same terms mutatis mutandis as the original contract.

e) termination of an Individual Scheme shall have no effect on the liability of any rights or remedies of either Partner already accrued, prior to the date upon which such termination takes effect and shall not

1. terminate any other Individual Scheme; or
2. terminate the Agreement.

Variation

The Scheme Specification may only varied by agreement of authorised representatives of each Partner confirmed in writing and signed for and on behalf of each of the Partners.
Any variation or termination to the scheme needs to be communicated in writing to the Parties of the schedule agreement.

SCHEDULE 1 (F) – SCHEME SPECIFICATION INTEGRATED COMMUNITY CARE

Part 1 – Template Services Schedule

Unless the context otherwise requires, the defined terms used in this Scheme Specification shall have the meanings set out in the main Section 75 Agreement.

1 OVERVIEW OF INDIVIDUAL SERVICE

Integrated Community Care is an integrated model of care. This means that different professionals, teams and organisations are linked together and work alongside each other in a seamless way to wrap care around the patient and deliver care in their own home.

These services are locality based community integrated team, delivering care within the patient's home environment and community settings.

Integrated care only works when individuals and organisation share the same vision, purpose and goal. Integration therefore closes the gaps in care by enabling aspects of care to fit together like a jigsaw. In addition, communication, collaboration and coordination of care create a much more responsive and efficient service.

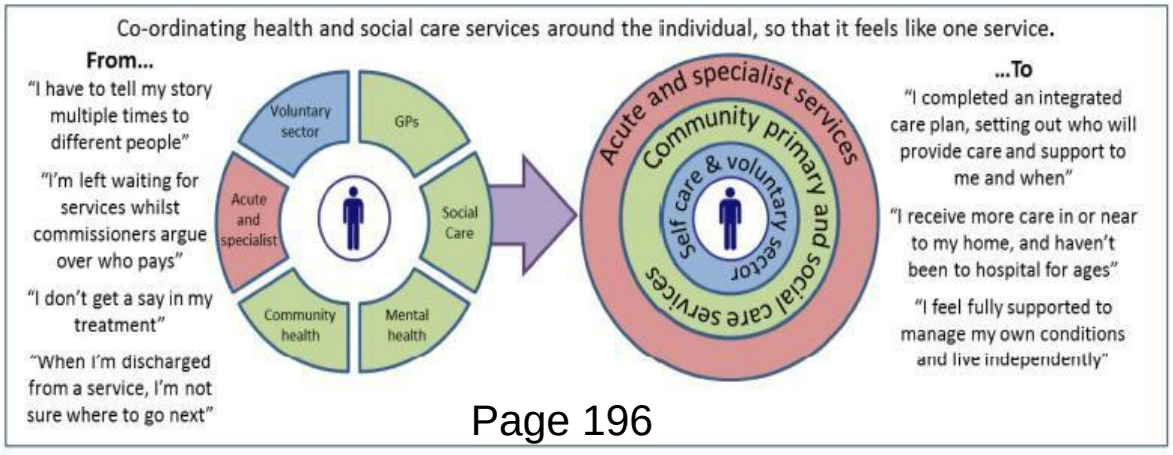
In the first instance, this work stream envisages the C&M ICB - Sefton Place supporting the other relevant organisations contributing to this model through regular face to face meetings and communication with all stakeholders in an inclusive manner within a healthcare setting. However, in its next phase of development, it is proposed that work is undertaken to consider how social care services, mental health services. Together with community, voluntary and third sector services may also support this integrated way of working.

Key strategies to achieve this include horizontal integration of clinical community services, social care, mental health and voluntary sector and integration of clinical Information Technology systems to enable an integrated care record.

Underpinning clinical integrated working requires a step up in the use of information technology, including streamlined cross system communication, assistive technologies, a common referral pathway, mobile staff working and work towards a cross sector shared electronic care plan that is accessible to patients.

2 AIMS AND OUTCOMES

As per the 2017-19 Integration and Better Care Fund Policy Framework:



This can be described in more detail as:

1.1. To maintain or promote independent living.

1.2. To assist the health economy in improving overall care performance.

1.3. To reduce the number of patients entering into long term care placements.

1.4. To provide comprehensive integrated care plans ensuring patients and their carers are aware of:

- when and how to access services as required to ensure fast access to community services when needed;

- encouraged to self-care/access further support to self-care;

- appropriate services including voluntary and community assets to further support patient / carer need.

The focus of this work stream is the development of Integrated Community Teams with collaboration between health and social care working in conjunction with the voluntary sector to promote health and well-being at a locality/neighbourhood level. As developments progress it is envisaged that it will**:**

1.5. Promote opportunities for children, adults, families and groups at risk or in need to function, participate and develop in society.

1.6. Work in partnership to assess and review peoples circumstances and plan responses to need and risk.

1.7. Intervene and provide services to achieve change, through provision or purchase of appropriate levels of support, care, protection and control.

•

FUNCTIONS

The C&M ICB- Sefton Place is responsible for commissioning community healthcare services. There are no Council functions in these services.

SERVICES

Service Name	Contractual Provider	Any plans afoot for change?	Service Beneficiaries
Virtual Ward / CC2H	Mersey Care	Services in both South Sefton and Southport and Formby have both recently been subject to an acquisition/	Patients requiring healthcare in a community setting
Community Matrons	Mersey Care		Patients requiring healthcare in a community setting
Community Treatment Rooms	Mersey Care	ement process.	Patients requiring healthcare in a community

		Future plan for consideration as to suitability for integration between health and social care services.	setting
District Nurses (Twilight Nursing)	Mersey Care		Patients requiring healthcare in a community setting
District Nurse - Out Of Hours	Mersey Care		Patients requiring healthcare in a community setting
District Nurse Out of Hours	Mersey Care		Patients requiring healthcare in a community setting
Alcohol Nurse	Mersey Care		Patients presenting at AED with alcohol problems
HALS (Alcohol Liaison)	Mersey Care		Patients presenting at AED with alcohol problems
Phlebotomy	Mersey Care		Patients requiring healthcare in a community setting
Respiratory / Actrite	Mersey Care		Patients requiring healthcare in a community setting
Community Heart Failure/Cardiac Rehab	Mersey Care		Patients requiring healthcare in a community setting
Community Dietetics (inc Enteral Feeding)	Mersey Care		Patients requiring healthcare in a community setting
Falls Service			

- **COMMISSIONING, CONTRACTING, ACCESS**

COMMISSIONING

The services are commissioned by the C&M ICB Sefton Place

Contracts are managed by the C&M ICB - Sefton Place

Any Sefton resident over the age of 18 is eligible to receive the service.

CONTRACTING

The C&M ICB - Sefton Place manages the issuing and letting of the specific contracts. They also have the authority to agree terms and a copy of initial agreed terms shall be provided to the C&M ICB - Sefton Place s. Any subsequent variation of terms shall be by mutual consent of all parties.

FINANCIAL CONTRIBUTIONS

Description	C&M ICB Sefton	Sefton Council	Total
	£000	£000	£000
Virtual Ward / CC2H	3,010	0	3,010
Community Matrons	570	0	570
CCNOT	311	0	311
Community Treatment Rooms	330	0	330
District Nurses (Twilight Nursing)	1,077	0	1,077
District Nurse - Out of Hours	666	0	666
District Nurse Out of Hours	191	0	191
Alcohol Nurse	28	0	28
HALS (Alcohol Liaison)	96	0	96
Phlebotomy	130	0	130
Respiratory / Actrite	1,150	0	1,150
Cardiac Rehab	736	0	736
Community Dietetics	388	0	388
Children's Community Nursing Team	87	0	87
Community Paediatrics	346	0	346
Total	**9,115**	**0**	**9,115**
Falls	79	0	79
Total	**9,195**	**0**	**9,195**

Financial resources in subsequent years to be determined in accordance with the Agreement.

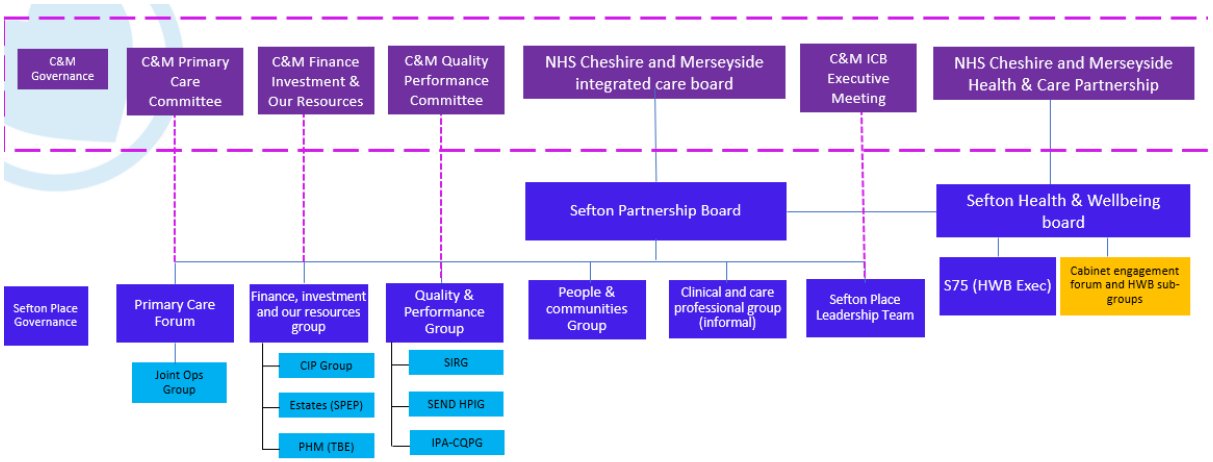
FINANCIAL GOVERNANCE ARRANGEMENTS

As detailed the main s75 Agreement.

VAT

The C&M ICB - Sefton Place VAT regime will apply.

GOVERNANCE ARRANGEMENTS



Key:
CIPG Cost Improvement Group
PHM: Population Health Management (to be established)
CSOG: Complaints Oversight Group
IPA-CQPG – Individual Patient Activity – Contract, Quality, Performance Group (looks at All Age Continuing Care)
SIRG: Serious Incident Review Group
SEND HPIG: SEND Health Performance Improvement Group
JMOG – Joint Medicines Operational Group

- **NON-FINANCIAL RESOURCES**

There are no resources pooled as a result of this agreement.

STAFF

There are no staff matters in respect of this agreement.

ASSURANCE AND MONITORING

There are national developments in train relating to mandated data sets which once in place should assist in providing the identification of appropriate measures for a number of the service lines within this schedule in agreement with both parties.

LEAD OFFICERS

Partner	**Name of Lead Officer**
- Sefton Place `s	
Sefton Council	**Sarah Alldis, Assistant Director for Adult Social Care (Sarah.Alldis@Sefton.gov.uk)**
Partner	**Name of Lead Officer**
CHESHIRE AND MERSEYSIDE INTEGRATED CARE BOARD	Deborah Butcher – Sefton Place Director

-

- **INTERNAL APPROVALS**

As detailed the main s75 Agreement in respect of Officer Delegation and the Governance of the s75.

FINANCIAL ARRANGEMENTS, RISK SHARE, OVERSPENDS AND UNDERSPENDS

Unless the context otherwise requires, the defined terms used in this Schedule shall have the same meanings as set out in the main S75 Agreement.

Subject to any contrary provision in the relevant Scheme Specification, the Parties agree that Overspends or Underspends shall be managed in accordance with this Schedule.

FINANCIAL ARRANGEMENTS

As detailed in the main S75 Agreement

RISK SHARE

There is no risk share in respect of this specification both in terms of overspend and underspend.

OVERSPEND

There is no risk share on any overspend and the risk falls to the Commissioner of the Service in this schedule.

UNDERSPENDS

There is no risk share on any underspend and the underspend falls to the Commissioner of the Service in this schedule.

REGULATORY REQUIREMENTS

None

INFORMATION SHARING AND COMMUNICATION

As detailed the main S75 Agreement.

DURATION AND EXIT STRATEGY

The duration of the Scheme shall be one year. The Scheme may be extended by mutual written agreement. The Partners agree that the duration of the Scheme may extend beyond the termination or expiry of the Agreement.

The Scheme may be terminated (in whole or in part):

(i) by any Partner giving not less than 3 Months' notice in writing to terminate the Individual Scheme;

(ii) in the event that any Partner ("Relevant Partner") fails to meet any of its obligations under the Scheme and (i) fails to remedy any remediable failures following the service of a notice by the other Partners (acting jointly) requiring the Relevant Partner to take such reasonable action within a reasonable timescale as the other Partners may specify to rectify such failure and (ii) the Partners fail

to agree a resolution to the Relevant Partner's default after referring for resolution in accordance with Clause 23 of the Agreement; and

(iii) by the Council with immediate effect by the service of a written notice on the Partner/(s) if the other Partner/(s) is in breach of any material obligation under the Scheme provided that, if the breach is capable of remedy the Council may only terminate the Individual Scheme hereunder if the Partner has failed to rectify the breach within 14 days from receipt of notice from the Council to do so. Further, the Partners agree that: in the event of any termination of the Scheme due the breach of any Partner, the Council shall not be liable for any loss suffered by another Partner (innocent partner) as a result of such termination. Any remedy of the innocent party would be claimed under Clause 16.1 of the Agreement;

(ii) a failure to comply with express financial commitments as detailed in the Better Care Fund Plan shall constitute Irremediable Material Breach giving cause to terminate an Individual Scheme on notice with immediate effect;

(Hi) Contravention of Clause 34 of the Agreement (Assignment and Sub-contracting) shall constitute Irremediable Material Breach giving cause to terminate an Individual Scheme on notice with immediate effect;

(iv) termination of an Individual Scheme (whether by effluxion of time or otherwise) shall be without prejudice to the Partners' rights in respect of any antecedent breach and the provisions hereinbelow;

(vi) in the event of termination of an Individual Scheme, the Partners agree to cooperate to ensure an orderly wind down of their joint activities and to use their best endeavours to minimise disruption to the health and social care which is provided to the Service Users;

(vii) upon termination of an Individual Scheme for any reason whatsoever the following shall apply:

(a) the Partners agree that they will work together and co-operate to ensure that the winding down and disaggregation of the [illegible] and joint activities to the separate responsibilities of the Partners is carried out smoothly and with as little disruption, as possible to

service users, employees, the Partners and third parties, so as to minimise costs and liabilities of each Partner in doing so;

(b) where either Partner has entered into a Service Contract for an Individual Scheme which continues after the termination of the Individual Scheme, both Partners shall continue to contribute to the Contract Price in accordance with the agreed contribution for that Service prior to termination and will enter into all appropriate legal documentation required in respect of this;

(c) the Lead Commissioner shall make reasonable endeavours to amend or terminate a Service Contract (which shall for the avoidance of doubt not include any act or omission that would place the Lead Commissioner in breach of the Service Contract) where the other Partner requests the same in writing provided that the Lead Commissioner shall not be required to make any payments to the Provider for such amendment or termination unless the Partners shall have agreed in advance who shall be responsible for any such payment;

(d) where a Service Contract held by a Lead Commissioner relates all or partially to services which relate to the other Partner's Functions then provided that the Service Contract allows the other Partner may request that the Lead Commissioner assigns the Service Contract in whole or part upon the same terms mutatis mutandis as the original contract.

e) termination of an Individual Scheme shall have no effect on the liability of any rights or remedies of either Partner already accrued, prior to the date upon which such termination takes effect and shall not

1. terminate any other Individual Scheme; or
2. terminate the Agreement.

Variation

The Scheme Specification may only varied by agreement of authorised representatives of each Partner confirmed in writing and signed for and on behalf of each of the Partners.
Any variation or termination to the scheme needs to be communicated in writing to the Parties of the schedule agreement.

SCHEDULE 1(G) – SCHEME SPECIFICATION LONGER TERM CARE

Part 1 – Template Services Schedule

Unless the context otherwise requires, the defined terms used in this Scheme Specification shall have the meanings set out in the Agreement.

OVERVIEW OF INDIVIDUAL SERVICE

Support to Community Care Services

-

This can be a range of services.

- **Homecare/Domiciliary Care**

Domiciliary Care is help with any daily activities cannot be safely managed by the person (getting dressed; washing around the house; going to the toilet).

- **Day Support**

The provision of day services / support for people who have a range of needs due to age or disability including those with early stages of dementia
Activities may include: chair based exercises, current affairs discussions and debate, quizzes, lunches, afternoon teas, and trips out. It may also provide respite for informal Carers.

- **Residential Care and Respite support**

residential care homes that provide care and support for Older and younger adults with, for example, severe physical disabilities, learning disabilities, brain injury resulting from an accident, or mental health problems, care for adults with more than one condition, and homes that have expertise in providing care for adults with alcohol or drug dependency

Support taken as a Direct Payment

-
  - **To Employ a Personal Assistant**

Support to enable individuals to become competent employers.

  - **To pay for a service that the council do not Commission/ have a contract with**

Support that is agreed would meet needs and can be a service that the Council has procured.

Additional Social work – systems support/mobile working

This is a range of I.T solutions and support.

1.2. Care Act

Provision to support work relating to the Care Act 2015 legislation.

1.3. Sensory Support – Equipment

This is the provision of equipment to support people with sensory loss.

1.4. Carers Support

The support is not defined as a specific service in a contract but can be taken in range of ways following an assessment. Either as a commissioned service or taken as a direct payment. It could be to pay for care whilst the Carer takes a break or by piece of technology for a carer to keep in touch during a short time away from caring duties.

1.5. Carers Card

The Carers Emergency Card is a pocket-sized card that can be carried as a source of identification in the event of an accident or illness. The registration and telephone numbers on the card are linked to a database held by Sefton Careline at Sefton Arc (Sefton Metropolitan Borough Council's Control Centre) where [illegible] co-ordinated to assist the cared for person while the carer is receiving attention.

AIMS AND OUTCOMES

- **Support to Community Care Services**

This can be a range of services.

- **Homecare/Domiciliary Care**

Domiciliary Care help with any daily activities cannot be safely managed by the person (getting dressed; washing around the house; going to the toilet).

- **Day Support**

Provision of day support for people who have a range of needs due to age or disability including those with early stages of dementia. Activities may include: chair based exercises, current affairs discussions and debate, quizzes, lunches, afternoon teas, and trips out.

- **Residential Care and Respite support**

residential care homes that provide care and support for Older and younger adults with, for example, severe physical disabilities, learning disabilities, brain injury resulting from an accident, or mental health problems, care for adults with more than one condition, and homes that have expertise in providing care for adults with alcohol or drug dependency

- **Support taken as a Direct Payment** A Direct Payment is a payment that allows individual recipients to organise care services themselves, it enables the person to choose the services that are appropriate to meet individual needs as set out in the persons Support Plan

To Employ a Personal Assistant

People can use the money to buy care from an agency whilst others will directly employ their own staff to meet their individual needs as set out in their support plan

To pay for a service that the council do not Commission/ have a contract with

Some people may employ workers from agencies or from individuals to meet their identified needs outside of the contracted provision offered by the council. Direct payments can increase the individual's choice, control and autonomy.

1.8. Additional Social work – systems to support mobile working

Provision of digital technology that will support Social Workers to build and manage relationships with people accessing service, such provision will enable social workers to be more flexible and respond to population needs more directly and more efficiently without the need to continually return to base.

1.9. The Care Act 2015

The Care Act helps to improve people's independence and wellbeing. Provision to support the local authority offer of services that help prevent people developing needs for care and support or delay people deteriorating such that they would need on-going care and support.

1.10. Sensory support – Equipment

Provision of sensory equipment items that support people with sensory impairments to achieve the best possible quality of life, to live their lives to their maximum and to enjoy other resources available across Sefton. Provided via sensory team and Sefton Equipment Store.

Carers support

1.11. To provide practical support to enable the Carer to maintain them in there caring responsibilities.

1.12. live independently

1.13. have as much control over life as possible

1.14. participate in society on an equal level, with access to employment and a family life

1.15. have the best possible quality of life

1.16. keep as much dignity and respect as possible

Carers Card

1.17. To help Carers not to worry about what would happen to the person they look after if they were to have an accident/emergency or you are taken seriously ill.
1.18. Ensures the safety of the person cared for if something happens to the Carer.

2 THE ARRANGEMENTS (refer to clause 6)

FUNCTIONS

There are no health functions which are the subject of this scheme.

The Council retain the social care functions which are the subject of this scheme.

SERVICES

Service name	Contractual Provider
Support to Community Care	NA
Systems support/mobile working	
Care Act	
Sensory Support – Equipment	Via Sensory Team / Visual needs team – Sefton Equipment Store.
Carers Support	NA
Carers Card	The Princess Royal Trust, Sefton Carers Centre: 27-37 South Rd Waterloo Merseyside

- **COMMISSIONING, CONTRACTING, ACCESS**

COMMISSIONING

The Council is the Lead Commissioner of the services in this schedule.

CONTRACTING

The Council manages the issuing and letting of the specific contracts. They also have the authority to agree terms and a copy of initial agreed terms shall be provided to the C&M ICB - Sefton Places. Any subsequent variation of terms shall be by agreement of all parties.

ACCESS

Any Sefton resident over the age of 18 is eligible to receive the service. Carers Card - As above and be registered with Sefton Carers Centre.

FINANCIAL CONTRIBUTIONS

Description	C&M ICB Sefton	Sefton Council	Total
	£000	£000	£000
Support to Community Care services	9,423	0	9,423
Social Worker Mobile Working Source - £6.989m NHS Transfer to Social care	51	0	51
Care Act	998	0	998
Source - Carers Breaks & Respite	826	0	826
Carers Card	20	0	20
Investment in sensory support services Source - £6.989m NHS Transfer to social care	17	0	17
Advocacy	351	252	604
Total	**11,686**	**252**	**11,938**

Financial resources in subsequent years to be determined in accordance with the Agreement.

FINANCIAL GOVERNANCE ARRANGEMENTS

As detailed the main S75 Agreement.

VAT

The Council VAT regime applies.

GOVERNANCE ARRANGEMENTS

In commissioning terms, the schemes are reported and monitored via the Integrated Commissioning Group.

NON- FINANCIAL RESOURCES

There are no resources pooled as a result of this Agreement.

STAFF

There are no staff matters in respect of this agreement.

LEAD OFFICERS

Partner	Name
Council	Sarah Alldis, Assistant Director for Adult Social Care and Health.
C&M ICB	Deborah Butcher – Sefton Place Director

- **INTERNAL APPROVALS**

As detailed the main S75 Agreement in respect of Officer Delegation and the Governance of the S75.

FINANCIAL ARRANGEMENTS, RISK SHARE, OVERSPENDS and underspends .

Unless the context otherwise requires, the defined terms used in this Schedule shall have the same meanings as set out in the main s75 Agreement.

Subject to any contrary provision in the relevant Scheme Specification, the Parties agree that Overspends or Underspends shall be managed in accordance with this Schedule.

FINANCIAL ARRANGEMENTS

As detailed in the main S75 Agreement

RISK SHARE

There is no risk share in respect of this specification both in terms of overspend and underspend.

OVERSPEND

There is no risk share on any over spend and the risk falls to the Commissioner of the Service in this schedule.

UNDERSPENDS

There is no risk share on any underspend and the underspend falls to the Commissioner of the Service in this schedule.

REGULATORY REQUIREMENTS

None

INFORMATION SHARING AND COMMUNICATION

As detailed the main S75 Agreement.

INFORMATION SHARING AND COMMUNICATION

As detailed the main S75 Agreement.

DURATION AND EXIT STRATEGY

The duration of the Scheme shall be one year. The Scheme may be extended by mutual written agreement. The Partners agree that the duration of the Scheme may extend beyond the termination or expiry of the Agreement.

The Scheme may be terminated (in whole or in part):

(i) by any Partner giving not less than 3 Months' notice in writing to terminate the Individual Scheme;

(ii) in the event that any Partner ("Relevant Partner") fails to meet any of its obligations under the Scheme and (i) fails to remedy any remediable failures following the service of a notice by the other Partners (acting jointly) requiring the Relevant Partner to take such reasonable action within a reasonable timescale as the other Partners may specify to rectify such failure and (ii) the Partners fail to agree a resolution to the Relevant Partner's default after referring for resolution in accordance with Clause 23 of the Agreement; and

(iii) by the Council with immediate effect by the service of a written notice on the Partner/(s) if the other Partner/(s) is in breach of any material obligation under the Scheme provided that, if the breach is capable of remedy the Council may only terminate the Individual Scheme hereunder if the Partner has failed to rectify the breach within 14 days from receipt of notice from the Council to do so. Further, the Partners agree that: in the event of any termination of the Scheme due the breach of any Partner, the Council shall not be liable for any loss suffered by another Partner (innocent partner) as a result of such termination. Any remedy of the innocent party would be claimed under Clause 16.1 of the Agreement;

(ii) a failure to comply with express financial commitments as detailed in the Better Care Fund Plan shall constitute Irremediable Material Breach gi terminate an Individual Scheme on notice with immediate effect.

(Hi) Contravention of Clause 34 of the Agreement (Assignment and Sub-contracting) shall constitute Irremediable Material Breach giving cause to terminate an Individual Scheme on notice with immediate effect.

(iv) termination of an Individual Scheme (whether by effluxion of time or otherwise) shall be without prejudice to the Partners' rights in respect of any antecedent breach and the provisions hereinbelow;

(vi) in the event of termination of an Individual Scheme, the Partners agree to cooperate to ensure an orderly wind down of their joint activities and to use their best endeavours to minimise disruption to the health and social care which is provided to the Service Users;

(vii) upon termination of an Individual Scheme for any reason whatsoever the following shall apply:

(a) the Partners agree that they will work together and co-operate to ensure that the winding down and disaggregation of the integrated and joint activities to the separate responsibilities of the Partners is carried out smoothly and with as little disruption, as possible to service users, employees, the Partners and third parties, so as to minimise costs and liabilities of each Partner in doing so;

(b) where either Partner has entered into a Service Contract for an Individual Scheme which continues after the termination of the Individual Scheme, both Partners shall continue to contribute to the Contract Price in accordance with the agreed contribution for that Service prior to termination and will enter into all appropriate legal documentation required in respect of this;

(c) the Lead Commissioner shall make reasonable endeavours to amend or terminate a Service Contract (which shall for the avoidance of doubt not include any act or omission that would place the Lead Commissioner in breach of the Service Contract) where the other Partner requests the same in writing provided that the Lead Commissioner shall not be required to make any payments to the Provider for such amendment or termination unless the Partners shall have agreed in advance who shall be responsible for any such payment;

(d) where a Service Contract held by a Lead Commissioner relates all or partially to services which relate to the other Partner's Functions then provided that the Service Contract allows the other Partner may request that the Lead Commissioner assigns the Service Contract in whole or part upon the same terms mutatis mutandis as the original contract.

e) termination of an Individual Scheme shall have no effect on the liability of any rights or remedies of either Partner already accrued, prior to the date upon which such termination takes effect and shall not

1. terminate any other Individual Scheme; or
2. terminate the Agreement.

Variation

The Scheme Specification may only varied by agreement of authorised representatives of each Partner confirmed in writing and signed for and on behalf of each of the Partners.
Any variation or termination to the scheme needs to be communicated in writing to the Parties of the schedule agreement.

15 OTHER PROVISIONS

NONE

SCHEDULE 1(H) – SCHEME SPECIFICATION

Children and Young People

Unless the context otherwise requires, the defined terms used in this Scheme Specification shall have the meanings set out in the Agreement.

OVERVIEW OF INDIVIDUAL SERVICE

The service covered by this Scheme Specification is Sefton's Child and Adolescent Mental Health Service (CAMHS).

In 2016 Sefton published a **Children and Young People's Plan**· This Plan is the single strategic 5 year plan for all services and organisations which work with children young people and families in Sefton. The plans vison is;

"We want every child and young person to reach their full potential. They have the right to be healthy, happy, safe and secure and to feel loved, valued and respected and be prepared for adulthood."

The Plan has four Priorities and the fourth is Ensure positive emotional health and wellbeing of Children and Young People is achieved. The Service contained in this schedule should seek to align to this objective**.**

The Service also is a significant element of Sefton's Joint Emotional Health & Wellbeing Strategy for Children and Young People, which responds to the requirements of the Five Year Forward View and directly linked to the associated Local Transformation Plan.

The Service does not involve any pooled funding.

AIMS AND OUTCOMES

The service aims to provide effective, high quality, evidence based Child and Adolescent Mental Health Services to Sefton`s Children and Yo

CAMHS (Tier 3) are defined in the NHS Health Advisory Service publication Together We Stand: 'Tier 3: refers to services that are more specialised than those provided at Tier 2. Here teams of CAMHS professionals provide integrated, multidisciplinary and multi-agency care to children and young people with complex health and social need. The aim of Tier 3 services is to provide the assessment, care and treatment of young people whose needs are such that they cannot be effectively or safely managed by individual or pairs of practitioners at Tier 2. These services can be delivered in a variety of settings, including specialised clinics and day services.

The Service aims to meet the following Domains as referred to in the National Outcomes Framework 2014/15:

Domain 1	Preventing people from dying prematurely;
Domain 2	Enhancing quality of life for people with long-term
conditions; Domain 3	Helping people to recover from episodes of ill health or following injury;
Domain 4	Ensuring that people have a positive experience of
care; and Domain 5	Treating and caring for people in a safe environment and protecting them from avoidable harm.

Key Performance indicators of Improved Outcomes and Quality for the Service include:

- Child or young person reports improvements in mental health
- Evidence that a child or young person's vulnerability and risk factors reduce
- Increase in a child's wellbeing and reduction in impact of Improvement in knowledge and skills of professionals and parents/carers through consultations and training received
- Skills development in assessment and interventions within service to meet range of child need specifically those from within vulnerable groups
- Family report improvement in quality of life and social functioning
- C&YP and families satisfaction with service
- Improved transition from child to adult services (CQUIN)
- C&YP and parents/carers involved in service design, delivery and evaluation and there is evidence that their contributions have been used to affect service delivery
- Reduction of Tier 4 referrals once a baseline of data and information allows this to be measured
- Reduction of numbers of children and young people that present at Accident and Emergency Departments with mental health and self-harm issues.

- **THE ARRANGEMENTS** (refer to clause 6)

FUNCTIONS

The C&M ICB - Sefton Place`s retain the health functions which are the subject of this individual scheme. There are no Council functions in these services.

SERVICES

The Alder Hey Child and Adolescent Mental Health Service will:

- Assess and deliver appropriate interventions for children and young people with severe and complex mental health.
- Contribute to mental health training, education and consultation to partner agencies, parents, carers, children and young people
- Work collaboratively with staff within other internal and external services and agencies to meet the complex mental health needs of children and young people in Sefton.
- Take contingence of the reasonable timeframes expected.

A Contract is in place.
The beneficiaries of the Services are Children and Young people who have a Sefton G.P 1

COMMISSIONING, CONTRACTING, ACCESS COMMISSIONING

The C&M ICB - Sefton Places have shared
executive and management structure as jointly act as the Lead Partner in this schedule.

Lead Parter Obligations

Terminology used in this Schedule shall have the meaning attributed to it in the NHS Standard Form Contract save where this Agreement or the context requires otherwise.

1 The Lead Partner shall notify the other Partners if it receives or serves:
1.1 a Change in Control Notice;
1.2 a Notice of an Event of Force Majeure;
1.3 a Contract Query;
1.4 Exception Reports and provide copies of the same.
•

2 The Lead Partner shall provide the other Partners with copies of any and all:
2.1.1 CQUIN Performance Reports;
2.1.2 Monthly Activity Reports;
2.1.3 Review Records; and
2.1.4 Remedial Action Plans;
2.1.5 JI Reports;
2.1.6 Service Quality Performance Report;
•

3 The Lead Partner shall consult with the other Partners before attending:
3.1 An Activity Management Meeting;
3.2 Contract Management Meeting;
3.3 Review Meeting; and, to the extent the Service Contract permits, raise issues reasonably requested by a Partner at those meetings.
•

4 The Lead Partner acting in isolation shall not:
4.1 permanently or temporarily withhold or retain monies pursuant to the Withholding and Retaining of Payment Provisions;
4.2 vary any Provider Plans (excluding Remedial Action Plans);
4.3 agree (or vary) the terms of a Joint Investigation or a Joint Action Plan;
4.4 give any approvals under the Service Contract;
4.5 agree to or propose any variation to the Service Contract (including any Schedule or Appendices);
4.6 suspend all or part of the Services;
4.7 serve any notice to terminate the Service Contract (in whole or in part);
4.8 serve notice;
4.9 agree (or vary) the terms of a Succession Plan; without the prior approval of the other Partners (acting through the ICG) such approval not to be unreasonably withheld or delayed.
•

5 The Lead Partner shall advise the other Partners of any matter which has been referred for dispute and agree what (if any) matters will require the prior approval of one or more of the other Partners as part of that process.
6 The Lead Partner shall notify the other Partners of the outcome of any Dispute that is agreed or determined by Dispute Resolution
7 The Lead Partner shall share copies of any reports submitted by the Service Provider to the Lead Partner pursuant to the Service Contract (including audit reports)

OBLIGATIONS OF THE OTHER PARTNER

Terminology used in this Schedule shall have the meaning attributed to it in the NHS Standard Form Contract save where this Agreement or

quires otherwise.
1. Each Partner shall (at its own cost) provide such cooperation, assistance

and support to the Lead Partner (including the provision of data and other information) as is reasonably necessary to enable the Lead Partner to:

1.1 resolve disputes pursuant to a Service Contract;

1.2 comply with its obligations pursuant to a Service Contract and this Agreement;

---

2 These are illustrative only of the sorts of things that the Partners may want to have reported, agreed etc. It is based on the NHS Standard Contract so will need to be amended to reflect the fact that Councils are likely to commission some services on their own contracts. The Partners need to consider/amend these and consider whether there are other restrictions or requirements that need to be imposed. Also consider if consent would be needed from all Partners or just relevant Partners (e.g. dependant on the type of services affected)

ensure continuity and a smooth transfer of any Services that have been suspended, expired or terminated pursuant to the terms of the relevant Service Contract;

3 No Partner shall unreasonably withhold or delay consent requested by the Lead Partner.

4 Each Partner (other than the Lead Partner) shall:

- comply with the requirements imposed on the Lead Partner pursuant to the relevant Service Contract in relation to any information disclosed to the other Partners;
- notify the Lead Partner of any matters that might prevent the Lead Partner from giving any of the warranties set out in a Services Contract or which might cause the Lead Partner to be in breach of warranty.

CONTRACTING

The C&M ICB - Sefton Place are responsible for the contract arrangements for the Child and Adolescent Mental Health Service as referred to in this Scheme. The current contract is with Alder Hey The arrangements for contracting are that the C&M ICB - Sefton Place`s are the Lead in terms of issuing and letting the contract. The Lead Partner will have authority to agree terms.

ACCESS

The specialist CAMH Services and will provide dedicated support to all vulnerable groups: Looked after Children, Youth Offending Team, Learning Disabilities/difficulties, Children with Disabilities and BME. The service will support those professionals working at tier 2 and 1 when including Early Interventions Team and Family Interventions Programme and Troubled Families as and when required.

Single Point of Access (SPA)

- All referrals for planned care (0 to 18 years of age) and unplanned care (0 to 18 years of age) will be received in the SPA and logged by administrator
- Standard referral documentation is to be introduced, together with guidance for referrers on what is and isn't CAMHS
- SPA will be staffed by duty clinicians who will:
- review referrals and deal with those clearly meeting criteria for services, signposting or unplanned care pathway
- obtain further information from referrers as necessary
- cover telephone help line to provide advice to GPs/other referrers
- MDT dedicated to supporting the SPA will review referrals requiring senior clinician input
- MDT to be staffed via rota with representation from primary MH, Tier 3 , targeted teams and possibly external partners, and all professions
- Patients to be direct booked into Choice/assessment clinics and Choice appointments undertaken by SPA team

FINANCIAL CONTRIBUTIONS

Description	C&M ICB Sefton	Sefton Council	Total
	£000	£000	£000
Child and Adolescent Mental Health Services	1,068	0	1,068
Total	**1,068**	**0**	**1,068**

Financial resources in subsequent years to be determined in accordance with the Agreement

FINANCIAL GOVERNANCE ARRANGEMENTS

As detailed the main S75 Agreement.

VAT

The C&M ICB - Sefton Place`s VAT regime will apply.

No Partners are acting as an agency for another.

GOVERNANCE ARRANGEMENTS

The contract for the Service is done through a NHS Standard Contract with Liverpool C&M ICB - Sefton Place as the co-ordinating commissioner. Contract Review Meetings and Clinical Quality Review Meetings (contract meetings) are held regularly led by CHESHIRE AND MERSEYSIDE INTEGRATED CARE BOARD - SEFTON PLACE. There is aColla borative Commissioning Forum (CCF) in place that acts as a pre-meet for the contract meetings. As necessary, any concerns around quality are reported through to the NHSE C&M Quality Surveillance Group which is part of the national NHSE quality surveillance process. On an annual basis, the Trust present to commissioners, OSC and Health Watch their Quality Account which sets out their achievements against the previous year's priorities and priorities for the forthcoming year. Within the C&M ICB - Sefton Places, provider
performance is presented on a regular basis to the C&M ICB - Sefton Place's Quality Committee and in the Integrated Performance Report (IPR) to the Governing Bodies. The IPR is published in the public domain along with the GB papers.

The Service also provides updates to Sefton's Children & Young Peoples Emotional Health and Wellbeing Board.

The Scheme lead for the Service is the relevant Commissioning Lead for the C&M ICB - Sefton Place's.

NON FINANCIAL RESOURCES

There are no resources pooled as a result of this agreement.

STAFF

There are neither staff secondments nor any other staffing matters in respect of this agreement.

ASSURANCE AND MONITORING

The C&M ICB - Sefton Place's will provide an extract from the C&M ICB - Sefton Places' integrated performance report.

LEAD OFFICERS

Partner	Name of Lead Officer
Council	Risthardh Hare Executive Director of Children's Services
CHESHIRE	Peter Wong

AND MERSEYSIDE	Transformation & Partnerships Senior Manager - *Children and Young People* Peter.Wong@southseftonCheshire and Merseyside Integrated Care Board -

-
-
- **INTERNAL APPROVALS**

As detailed the main S75 Agreement in respect of Officer Delegation and the Governance of the s75.

FINANCIAL ARRANGEMENTS, RISK SHARE, OVERSPENDS AND UNDERSPENDS

Unless the context otherwise requires, the defined terms used in this Schedule shall have the same meanings as set out in the main S75 Agreement.

Subject to any contrary provision in the relevant Scheme Specification, the Parties agree that Overspends or Underspends shall be managed in accordance with this Schedule.

FINANCIAL ARRANGEMENTS

As detailed in the main S75 Agreement

RISK SHARE

There is no risk share in respect of this specification both in terms of overspend and underspend.

OVERSPEND

There is no risk share on any overspend and the risk falls to the Commissioner of the Service in this schedule.

UNDERSPENDS

There is no risk share on any underspend and the underspend falls to the Commissioner of the Service in this schedule.

INFORMATION SHARING AND COMMUNICATION

As detailed the main S75 Agreement.

DURATION AND EXIT STRATEGY

Duration

The duration of the Scheme shall be one year. The Scheme may be extended by mutual written agreement. The Partners agree that the duration of the Schedule may extend beyond the termination or expiry of the Agreement.

The Scheme may be terminated (in whole or in part):

(i) by any Partner giving not less than 6 Months' notice in writing to terminate the Individual Scheme;

(ii) in the event that any Partner ("Relevant Partner") fails to meet any of its obligations under the Scheme and (i) fails to remedy any remediable failures following the service of a notice by the other Partners (acting jointly) requiring the Relevant Partner to take such reasonable action within a reasonable timescale as the other Partners may specify to rectify such failure and (ii) the Partners fail to agree a resolution to the Relevant Partner's default after referring for resolution in accordance with Clause 23 of the Agreement; and

(iii) by the Council with immediate effect by the service of a written notice on the Partner/(s) if the other Partner/(s) is in breach of any material obligation under the Scheme provided that, if the breach is capable of remedy the Council may only terminate the Individual Scheme hereunder if the Partner has failed to rectify the breach within 14 days from receipt of notice from the Council to do so. Further, the Partners agree that: in the event of any termination of the Scheme due the breach of any Partner, the Council shall not be liable for any loss suffered by another Partner (innocent partner) as a result of such termination. Any remedy of the innocent party would be claimed under Clause 16.1 of the Agreement;

(ii) a failure to comply with express financial commitments as detailed in the Better Care Fund Plan shall constitute Irremediable Material Breach giving cause to terminate an Individual Scheme on notice with immediate effect;

(Hi) Contravention of Clause 34 of the Agreement (Assignment and Sub-contracting) shall constitute Irremediable Material Breach giving cause to terminate an Individual Scheme on notice with immediate effect;

(iv) termination of an Individual Scheme (whether by effluxion of time or otherwise) shall be without prejudice to the Partners' rights in respect of any antecedent breach and the provisions hereinbelow;

(vi) in the event of termination of an Individual Scheme, the Partners agree to cooperate to ensure an orderly wind down of their joint activities and to use their best endeavours to minimise disruption to the health and social care which is provided to the Service Users;

(vii) upon termination of an Individual Scheme for any reason whatsoever the following shall apply:

(a) the Partners agree that they will work together and co-operate to ensure that the winding down and disaggregation of the integrated and joint activities to the separate responsibilities of the Partners is carried out smoothly and with as little disruption, as possible to service users, employees, the Partners and third parties, so as to minimise costs and liabilities of each Partner in doing so;

(b) where either Partner has entered into a Service Contract for an Individual Scheme which continues after the termination of the Individual Scheme, both Partners shall continue to contribute to the Contract Price in accordance with the agreed contribution for that Service prior to termination and will enter into all appropriate legal documentation required in respect of this;

(c) the Lead Commissioner shall make reasonable endeavours to amend or terminate a Service Contract (which shall for the avoidaıot include any act or omission that would place the Lead Commissioner in breach of the Service Contract) where the other Partner requests

the same in writing provided that the Lead Commissioner shall not be required to make any payments to the Provider for such amendment or termination unless the Partners shall have agreed in advance who shall be responsible for any such payment;

(d) where a Service Contract held by a Lead Commissioner relates all or partially to services which relate to the other Partner's Functions then provided that the Service Contract allows the other Partner may request that the Lead Commissioner assigns the Service Contract in whole or part upon the same terms mutatis mutandis as the original contract.

e) termination of an Individual Scheme shall have no effect on the liability of any rights or remedies of either Partner already accrued, prior to the date upon which such termination takes effect and shall not

1. terminate any other Individual Scheme; or
2. terminate the Agreement.

Variation

The Scheme Specification may only varied by agreement of authorised representatives of each Partner confirmed in writing and signed for and on behalf of each of the Partners.
Any variation or termination to the scheme needs to be communicated in writing to the Parties of the schedule agreement.

7 OTHER PROVISIONS

None

SCHEDULE 1(I) – SCHEME SPECIFICATION INTERMEDIATE CARE AND REABLEMENT

Unless the context otherwise requires, the defined terms used in this Scheme Specification shall have the meanings set out in the Agreement. Please read in conjunction with the ICRAS service Specification currently delivered by New Directions. There will be Service Specifications for each spate element of this set of services.

OVERVIEW OF INDIVIDUAL SERVICE

1.1. ICRAS

The Integrated Community Reablement and Assessment Service (ICRAS) has been developed in response to the need for aligned community services in Sefton, Liverpool and Knowsley for the delivery of step-up (admission avoidance) and step-down care (transition from hospital or other urgent care setting) for those with support needs.

The service will be responsible for the holistic care of patients throughout the duration of their care episode.

ICRAS is integral to the delivery of responsive 24/7 urgent community health and care services and comprises a range of intermediate health and social care services, which includes:

- intermediate care/assessment bed base(s) delivered via locality hubs
- multi-disciplinary care in a person's usual place of residence
- reablement support

2 AIMS AND OUTCOMES

ICRAS

2.1 To provide a holistic multi-disciplinary, outcome-focussed rehabilitation or further assessment service to support people in the community to avoid hospital admission or people who, following a stay in hospital or other urgent care setting, have a new or increased level of care.

2.2 To facilitate the seamless transfer of patients from hospital to a more appropriate level of care.

2.3 To maintain or promote a return to independent living.

2.4 To assist the health economy in improving overall urgent care performance.

2.5 To reduce delayed discharge and complications associated with delayed discharge from hospital.

2.6 To move the assessment process to a more appropriate setting and reduce the number of patients entering into long term care placements.

2.7 To support an increased number of patients reaching their optimum level of functioning post- medical discharge, including carer support where appropriate.

2.8 To provide a single point of access for community rehabilitation referrals and hospital discharges.

2.9 To support a 24/7 urgent community services response in close alignment with other out of hours community nursing services.

2.10 To provide comprehensive discharge care plans ensuring patients and their carers are aware of:

- when and how to access services as required to ensure fast access to community services to minimise the impact of future deterioration.
- encouraged to self-care/access further support to self-care.
- appropriate services including voluntary and community assets to further support patient / carer need.

- **THE ARRANGEMENTS** (refer to clause 6)

FUNCTIONS

The C&M ICB - Sefton Place`s retain the health functions which are the subject of this individual scheme.

The Council retain the social care functions which are the subject of this individual scheme.

SERVICES

Service Name	Contractual Provider	Lead Contract Manager
Reablement/care packages	New Directions	LA
Intermediate care bed base – Southport and Formby	Chase Heys/New Directions	Joint
Intermediate care bed base – Southport and Formby	– Dovehaven Group	CHESHIRE AND MERSEYSIDE INTEGRATED CARE BOARD - Sefton Place
Intermediate care bed base – South Sefton	Ward 35 – Mersey Care NHS Foundation Trust Sa H	CHESHIRE AND MERSEYSIDE INTEGRATED CARE BOARD - Sefton Place

Intermediate Care Teams - therapies and nursing – across Sefton	Mersey Care NHS Foundation Trust	CHESHIRE AND MERSEYSIDE INTEGRATED CARE BOARD - Sefton Place

- **COMMISSIONING, CONTRACTING, ACCESS**

COMMISSIONING

The C&M ICB - Sefton Place is responsible for the Commissioning of the Health-related functions and the Council for the Social Care Functions as above.

CONTRACTING

Contracts are managed separately by both partners, except in the case of reablement (which is managed by the Local Authority only).

The arrangements for contracting are that the C&M ICB - Sefton Place`s and Council separately lead and manage in terms of issuing and letting the contracts. They also maintain separate authority to agree terms.

ACCESS

All listed services - Any Sefton resident over the age of 18 is eligible to receive the service. Health related functions are accessible to all residents registered with a Sefton GP practice. Service users must have an assessed need that the service can meet.

FINANCIAL CONTRIBUTIONS

Description	**C&M ICB Sefton**	**Sefton Council**	**Total**
	£000	**£000**	**£000**
Home from Hospital S256 £945k	**203**		**203**

Early Discharge S256 £945k	**255**		**255**
Intermediate Care - Chase Hays S256 £945k	**256**		**256**
Intermediate Care Care Worker S256 £945k	**20**		**20**
End of Life Service S256 £945k	**14**		**14**
Community Beds and Medical cover Source - £6.989m NHS Transfer	**501**		**501**
Reablement Source -£1.682m	**1,060**		**1,060**
Intermediate Care (Ward 35)	**1,173**		**1,173**
Intermediate Care - Community	**1,613**		**1,613**
Intermediate Care Services	**902**		**902**
Intermediate Care - Chase Heys Beds	**449**		**449**
GP Call Handling	**80**		**80**
Discharge Planning	**159**		**159**
Community Equipment	**925**		**925**
Community Equipment Adaptations	**358**		**358**
Social Worker Capacity Supporting Discharge Source £6.989m NHS Transfer	**391**		**391**
Contribution to Care Line Equipment Source - £6.989m NHS Transfer	**150**		**150**
Equipment and telecare Source - £6.989m NHS Transfer	**669**		**669**
Woodlands MH Step Up / Step Down	**259**	**245**	**504**
DFG Allocation	**0**	**5,261**	**5,261**
Total	**9,438**	**5,506**	**14,944**
Ageing Well – 2 hr Urgent Care Response	**1,733**		**1,733**
Hospital Discharge Fund	**2,718**	**3,675**	**6,393**
Total	**13,888**	**9,181**	**23,069**

Financial resources in subsequent years to be determined in accordance with the Agreement.

FINANCIAL GOVERNANCE ARRANGEMENTS

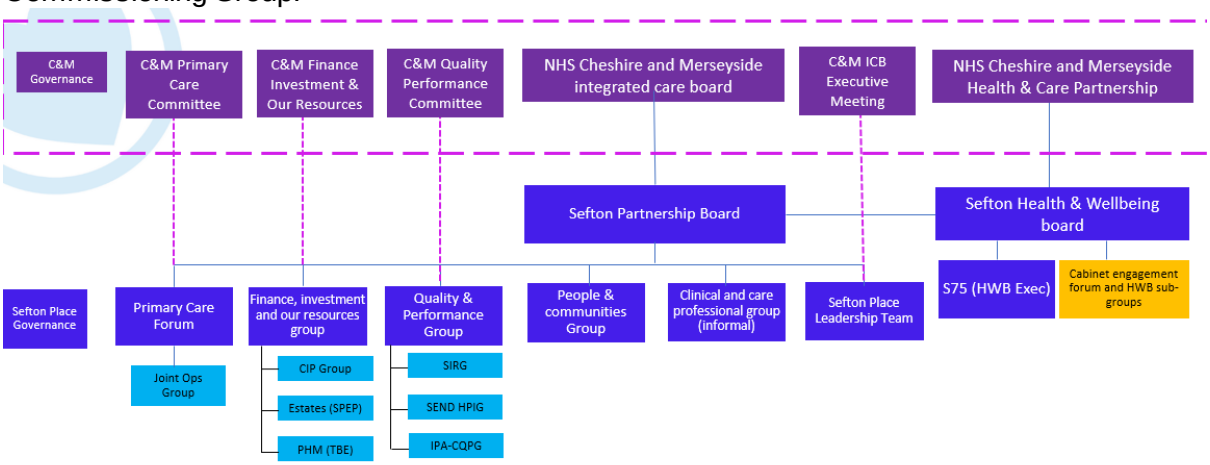
As detailed the main s75 Agreement.

VAT

As services are currently commissioned by each partner, individual VAT regimes apply.

GOVERNANCE ARRANGEMENTS

In commissioning terms, the schemes are reported and monitored via the Integrated Commissioning Group.



Key:
CIPG Cost Improvement Group
PHM: Population Health Management (to be established)
CSOG: Complaints Oversight Group
IPA-CQPG – Individual Patient Activity – Contract, Quality, Performance Group (looks at All Age Continuing Care)
SIRG: Serious Incident Review Group
SEND HPIG: SEND Health Performance Improvement Group
JMOG – Joint Medicines Operational Group

NON FINANCIAL RESOURCES

There are no resources pooled as a result of this Agreement.

STAFF

Any staff funded by this agreement remains the responsibility of the employing agency.

ASSURANCE AND MONITORING

All Better Care Fund schemes report via a performance dashboard to the Health and Wellbeing Executive Group and Health and Wellbeing Board.

ICRAS' high level objectives are:

- to have 95% of eligible patients discharged onto the pathway within 48 hours of being declared medically fit and / or ready for discharge;

- to contribute to the overall reduction of formally reported DTOC for both NHS and non- NHS delays; and
- to reduce the current estimated conversion rates into longer term packages of care to 50% or below within one year of inception.

ICRAS has its own risk management process and governance framework managed through the ICRAS working Group. From health perspective, the elements of ICRAS we commission are reported on and monitored through monthly Clinical Quality & Contract Review meetings.

LEAD OFFICERS

Partner	Name
Council	Sarah Alldis, Assistant Director for Adult Social Care and Health
C&M	Deborah Butcher
Partner	**Name**
Sefton Places	

- **INTERNAL APPROVALS**

As detailed the main S75 Agreement in respect of Officer Delegation and the Governance of the s75.

FINANCIAL ARRANGEMENTS, RISK SHARE, OVERSPENDS AND UNDERSPENDS

Unless the context otherwise requires, the defined terms used in this Schedule shall have the same meanings as set out in the main S75 Agreement.

Subject to any contrary provision in the relevant Scheme Specification, the Parties agree that Overspends or Underspends shall be managed in accordance with this Schedule.

FINANCIAL ARRANGEMENTS

As detailed in the main S75 Agreement

RISK SHARE

There is no risk share in respect of this specification both in terms of overspend and underspend.

OVERSPEND

There is no risk share on any over spend and the risk falls to the Commissioner of the Service in this schedule.

UNDERSPENDS

There is no risk share on any underspend and the underspend falls to the Commissioner of the

Service in this schedule.

REGULATORY REQUIREMENTS

Commissioned services are regulated by CQC and standard Local Authority and C&M ICB - Sefton Place Contract management and quality monitoring as applicable.

INFORMATION SHARING AND COMMUNICATION

As detailed the main S75 Agreement.

DURATION AND EXIT STRATEGY

Duration

The duration of the Scheme shall be one year. The Scheme may be extended by mutual written agreement. The Partners agree that the duration of the Scheme may extend beyond the termination or expiry of the Agreement.

The Scheme may be terminated (in whole or in part):

(i) by any Partner giving not less than 3 Months' notice in writing to terminate the Individual Scheme;in the event that any Partner ("Relevant Partner") fails to meet any of its obligations under the Scheme and (i) fails to remedy any remediable failures following the service of a notice by the other Partners (acting jointly) requiring the Relevant Partner to take such reasonable action within a reasonable timescale as the other Partners may specify to rectify such failure and (ii) the Partners fail to agree a resolution to the Relevant Partner's default after referring for resolution in accordance with Clause 23 of the Agreement; and

(ii) by the Council with immediate effect by the service of a written notice on the Partner/(s) if the other Partner/(s) is in breach of any material obligation under the Scheme provided that, if the breach is capable of remedy the Council may only terminate the Individual Scheme hereunder if the Partner has failed to rectify the breach within 14 days from receipt of notice from the Council to do so. Further, the Partners agree that: in the event of any termination of the Scheme due the breach of any Partner, the Council shall not be liable for any loss suffered by another Partner (innocent partner) as a result of such termination. Any remedy of the innocent party would be claimed under Clause 16.1 of the Agreement;

(ii) a failure to comply with express financial commitments as detailed in the Better Care Fund Plan shall constitute Irremediable Material Breach giving cause to terminate an Individual Scheme on notice with immediate effect;

(Hi) Contravention of Clause 34 of the Agreement (Assignment and Sub-contracting) shall constitute Irremediable Material Breach giving cause to terminate an Individual Scheme on notice with immediate effect;

(iv) termination of an Individual Scheme (whether by effluxion of time or otherwise) shall be without prejudice to the Partners' rights in respect of any antecedent breach and the provisions

hereinbelow;

(vi) in the event of termination of an Individual Scheme, the Partners agree to cooperate to ensure an orderly wind down of their joint activities and to use their best endeavours to minimise disruption to the health and social care which is provided to the Service Users;

(vii) upon termination of an Individual Scheme for any reason whatsoever the following shall apply:

(a) the Partners agree that they will work together and co-operate to ensure that the winding down and disaggregation of the integrated and joint activities to the separate responsibilities of the Partners is carried out smoothly and with as little disruption, as possible to service users, employees, the Partners and third parties, so as to minimise costs and liabilities of each Partner in doing so;

(b) where either Partner has entered into a Service Contract for an Individual Scheme which continues after the termination of the Individual Scheme, both Partners shall continue to contribute to the Contract Price in accordance with the agreed contribution for that Service prior to termination and will enter into
all appropriate legal documentation required in respect of this;

(c) the Lead Commissioner shall make reasonable endeavours to amend or terminate a Service Contract (which shall for the avoidance of doubt not include any act or omission that would place the Lead Commissioner in breach of the Service Contract) where the other Partner requests the same in writing provided that the Lead Commissioner shall not be required to make any payments to the Provider for such amendment or termination unless the Partners shall have agreed in advance who shall be responsible for any such payment;

(d) where a Service Contract held by a Lead Commissioner relates all or partially to services which relate to the other Partner's Functions then provided that the Service Contract allows the other Partner may request that the Lead Commissioner assigns the Service Contract in whole or part upon the same
terms mutatis mutandis as the original contract.

e) termination of an Individual Scheme shall have no effect on the liability of any rights or remedies of either Partner already accrued, prior to the date upon which such termination takes effect and shall not

1. terminate any other Individual Scheme; or
2. terminate the Agreement.

Variation

The Scheme Specification may only varied by agreement of authorised representatives of each Partner confirmed in writing and signed for and on behalf of each of the Partners.
Any variation or termination to the scheme needs to be communicated in writing to the Parties of the schedule agreement.

20. OTHER PROVISIONS

None

PART 2 – AGREED SCHEME SPECIFICATIONS

SCHEDULE 2 – GOVERNANCE

1 Health and Wellbeing Board Executive Group

1.1 The membership of the Health and Wellbeing Board Executive Group will be as follows:

1.1.1 ICB:

or a deputy to be notified to the other members in advance of any meeting;

1.1.2 the Council:

or a deputy to be notified in writing to Chair in advance of any meeting;

2 Role of Health and Wellbeing Board Executive Group

3 The Health and Wellbeing Board Executive Group shall:

3.1.1 Provide strategic direction on the Individual Schemes

3.1.2 receive the financial and activity information;

3.1.3 review the operation of this Agreement and performance manage the Individual Services;

3.1.4 agree such variations to this Agreement from time to time as it thinks fit;

3.1.5 review and agree annually a risk assessment;

3.1.6 review and agree annually revised Schedules as necessary;

3.1.7 request such protocols and guidance as it may consider necessary in order to enable teach Pooled Fund Manager to approve expenditure from a Pooled Fund;

3.1.8 cooperate with the Pooled Fund Manager in meeting reporting requirements in accordance with relevant National Guidance.

3.1.9 report directly to the H&WB on a Quarterly basis in accordance with relevant National Guidance.

4 Health and Wellbeing Board Executive Group Support

The Health and Wellbeing Board Executive Group will be supported by officers from the Partners from time to time.

5 Meetings

5.1 The Health and Wellbeing Board Executive Group will meet Quarterly at a time to be agreed within following receipt of each Quarterly report of the Pooled Fund Manager.

5.2 The quorum for meetings of the Health and Wellbeing Board Executive Group shall be a minimum of [one representative from each of the Partner organisations].

5.3 Decisions of the Health and Wellbeing Board Executive Group shall be made unanimously. Where unanimity is not reached then the item in question will in the first instance be referred to the next meeting of the Health and Wellbeing Board Executive Group. If no unanimity is reached on the second occasion it is discussed then the matter shall be dealt with in accordance with the dispute resolution procedure set out in the Agreement.

5.4 Where a Partner is not present and has not given prior written notification of its intended position on a matter to be discussed, then those present may not make or record commitments on behalf of that Partner in any way.

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

6 Delegated Authority

6.1 The Health and Wellbeing Board Executive Group is authorised within the limited of delegated authority for its members (which is received through their respective organisation's own financial scheme of delegation) to:

6.1.1 to authorise commitments which exceed or are reasonably likely to lead to exceeding the contributions of the Partners to the aggregate contributions of the Partners to any Pooled Fund; and

6.1.2 to authorise a Lead Partner to enter into any contract for services necessary for the provision of Services under an Individual Scheme

7 Information and Reports

Each Pooled Fund Manager shall supply to the Health and Wellbeing Board Executive Group on a Quarterly basis the financial and activity information as required under the Agreement.

8 Post-termination

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

SCHEDULE 3 – FINANCIAL ARRANGEMENTS, RISK SHARE AND OVERSPENDS[69]

1 Unless the context otherwise requires, the defined terms used in this Schedule shall have the same meanings as set out in Clause 1 of the main body of Agreement.

2 Subject to any contrary provision in the relevant Scheme Specification, the Parties agree that Overspends or Underspends shall be managed in accordance with this Schedule 3.

3 Risk Share

4 There is no risk sharing arrangements in place that are detailed in this part of the agreement. All risk sharing arrangements are detailed within the individual scheme specifications

Pooled Fund Management

5 Any overspend will be determined by the (Health and Wellbeing Board) Executive Group.

If the (Health and Wellbeing Board) Executive Group identifies a poor management by a Lead Partner as a contributing factor to an overspend that impact will impact on the division of the overspend.

Actions the (Health and Wellbeing Board) Executive Group recommend would include:

- agreeing an action plan to reduce expenditure;

- identifying underspends that can be vired from any other Fund maintained under this agreement or outside of this agreement
- asking for more money from the respective Partners; and
- if no more money is available agreeing a plan of action, which may include decommissioning all or any part of the Individual Service to which the Fund relates.

Overspend

6 The (Health and Wellbeing Board) Executive Group shall consider what action to take in respect of any actual or potential Overspends

7 The (Health and Wellbeing Board) Executive Group shall acting reasonably having taken into consideration all relevant factors including, where appropriate the Better Care Fund Plan and any agreed outcomes and any other budgetary constraints agree appropriate action in relation to Overspends which may include the following:

7.1 whether there is any action that can be taken in order to contain expenditure;

7.2 whether there are any underspends that can be vired from any other fund maintained under this Agreement;

7.3 how any Overspend shall be apportioned between the Partners, such apportionment to be just and equitable taking into consideration all relevant factors.

8 The Partners agree to co-operate fully in order to establish an agreed position in relation to any Overspends.

9 Overspends which occur in relation to any [insert reference to any locally agreed performance arrangements] shall be subject to alternative provisions in the relevant [insert reference to any locally agreed performance arrangements], be apportioned between the Partners pro rata to the value of their respective Financial Contributions [excluding Non-Recurrent Payments] for the Financial Year in respect of which the Overspend occurs.

10 Where there is an overspend in a Non Pooled Fund at the end of the Financial Year or at termination of the Agreement such overspend shall be met by the Partner whose financial contributions to the relevant Non Pooled Fund were intended to meet the expenditure to which the overspend relates save to the extent that such overspend is not the fault of the other Partner.

11 Subject to any continuing obligations under any Service Contract entered into by either Partner, either Partner may give notice to terminate a Service of Individual Scheme where the Scheme Specification provides and where the Service does not form part of the Better Care Fund Plan.

Underspends

Any unspent monies go back to the Lead Partner for the scheme that has underspent If a Scheme does not get off the ground the Lead Partner for that scheme will go back to the (Health and Wellbeing Board) Executive Group.

SCHEDULE 4– JOINT WORKING OBLIGATIONS Part 1 – LEAD PARTNER

OBLIGATIONS

Terminology used in this Schedule shall have the meaning attributed to it in the NHS Standard Form Contract save where this Agreement or the context requires otherwise.

1 The Lead Partner shall notify the other Partners if it receives or serves:

1.1 a Change in Control Notice;

1.2 a Notice of an Event of Force Majeure;

1.3 a Contract Query;

1.4 Exception Reports

and provide copies of the same.

2 The Lead Partner shall provide the other Partners with copies of any and all:

2.1 CQUIN Performance Reports;

2.2 Monthly Activity Reports;

2.3 Review Records; and

2.4 Remedial Action Plans;

2.5 JI Reports;

2.6 Service Quality Performance Report;

3 The Lead Partner shall consult with the other Partners before attending:

3.1 an Activity Management Meeting;

3.2 Contract Management Meeting;

3.3 Review Meeting;

and, to the extent the Service Contract permits, raise issues reasonably requested by a Partner at those meetings.

4 The Lead Partner shall not:

4.1 permanently or temporarily withhold or retain monies pursuant to the Withholding and Retaining of Payment Provisions;

4.2 vary any Provider Plans (excluding Remedial Action Plans);

4.3 agree (or vary) the terms of a Joint Investigation or a Joint Action Plan;

4.4 give any approvals under the Service Contract;

4.5 agree to or propose any variation to the Service Contract (including any Schedule or Appendices);

4.6 suspend all or part of the Services;

4.7 serve any notice to terminate the Service Contract (in whole or in part);

4.8 serve any notice;

4.9 agree (or vary) the terms of a Succession Plan;

without the prior approval of the other Partners (acting through the [JCB]) such approval not to be unreasonably withheld or delayed.

5 The Lead Partner shall advise the other Partners of any matter which has been referred for dispute and agree what (if any) matters will require the prior approval of one or more of the other Partners as part of that process.

6 The Lead Partner shall notify the other Partners of the outcome of any Dispute that is

agreed or determined by Dispute Resolution

7 The Lead Partner shall share copies of any reports submitted by the Service Provider to the Lead Partner pursuant to the Service Contract (including audit reports)

•

Part 2 – OBLIGATIONS OF THE OTHER PARTNER[71]

Terminology used in this Schedule shall have the meaning attributed to it in the NHS Standard Form Contract save where this Agreement or the context requires otherwise.

1 Each Partner shall (at its own cost) provide such cooperation, assistance and support to the Lead Partner (including the provision of data and other information) as is reasonably necessary to enable the Lead Partner to:

1.1 resolve disputes pursuant to a Service Contract;

1.2 comply with its obligations pursuant to a Service Contract and this Agreement;

1.3 ensure continuity and a smooth transfer of any Services that have been suspended, expired or terminated pursuant to the terms of the relevant Service Contract;

2 No Partner shall unreasonably withhold or delay consent requested by the Lead Partner.

3 Each Partner (other than the Lead Partner) shall:

3.1 comply with the requirements imposed on the Lead Partner pursuant to the relevant Service Contract in relation to any information disclosed to the other Partners;

3.2 notify the Lead Partner of any matters that might prevent the Lead Partner from giving any of the warranties set out in a Services Contract or which might cause the Lead Partner to be in breach of warranty.

SCHEDULE 5 – NOT USED

SCHEDULE 6 – BETTER CARE FUND PLAN

BCF%202024-25%20
Planning%20Templat

SCHEDULE 7 – NOT USED

SCHEDULE 8 – INFORMATION GOVERNANCE PROTOCOL

The Parties agree that the provisions and obligations set out under the enclosed Combined Intelligence for Population Health Action (CIPHA): Data Sharing Agreement (Tier Two) shall also apply to both Parties in the operation of this Agreement

The Parties further agree that they will comply with all obligations set out under the Data Protection Legislation as well as any further Information Governance Protocol agreed between the Parties

HCP CM CIPHA Tier Two Population Healtl