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 Sefton 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.

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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

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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.

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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

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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.

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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.

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

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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;

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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

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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

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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;

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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**

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(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;

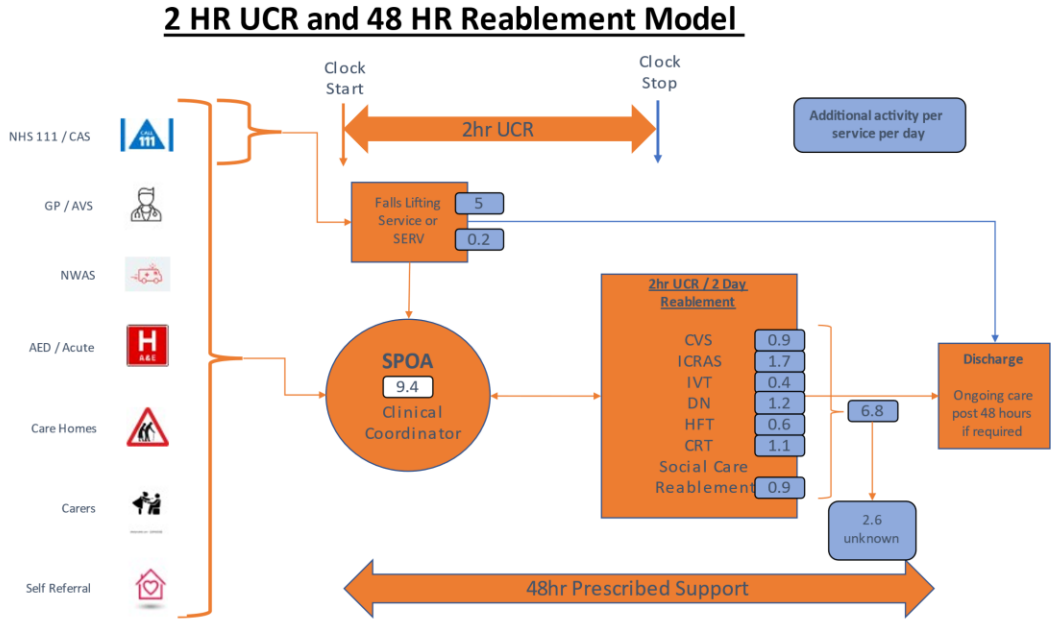
- Chest pain of cardiac origin
- Acute onset of fast AF or arrhythmias
- Potential CVA or TIA
- Acute Kidney Injury
- Acute surgical, gynaecological or orthopaedic presentation
- Acute Mental Health presentation

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

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

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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

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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 subsequent 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 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.

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.

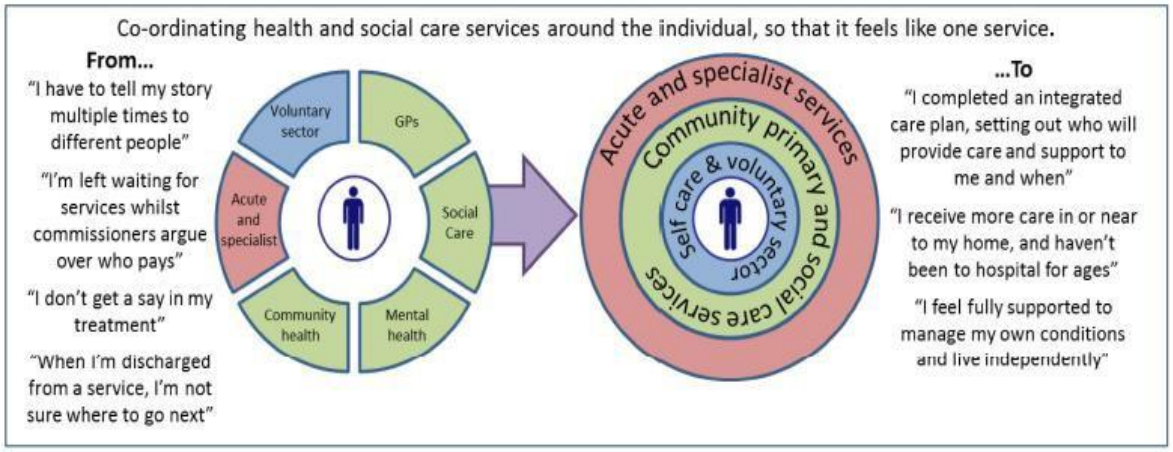
In the first instance, this work stream envisages the C&M ICB - Sefton Place supporting the other relevant organisations contributing to this model through regular face to face meetings and communication with all stakeholders in an inclusive manner within a healthcare setting. However, in its next phase 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/ procurement process.	Patients requiring healthcare in a community setting
Community Matrons	Mersey Care		Patients requiring healthcare in a community setting
Community Treatment Rooms	Mersey Care		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.

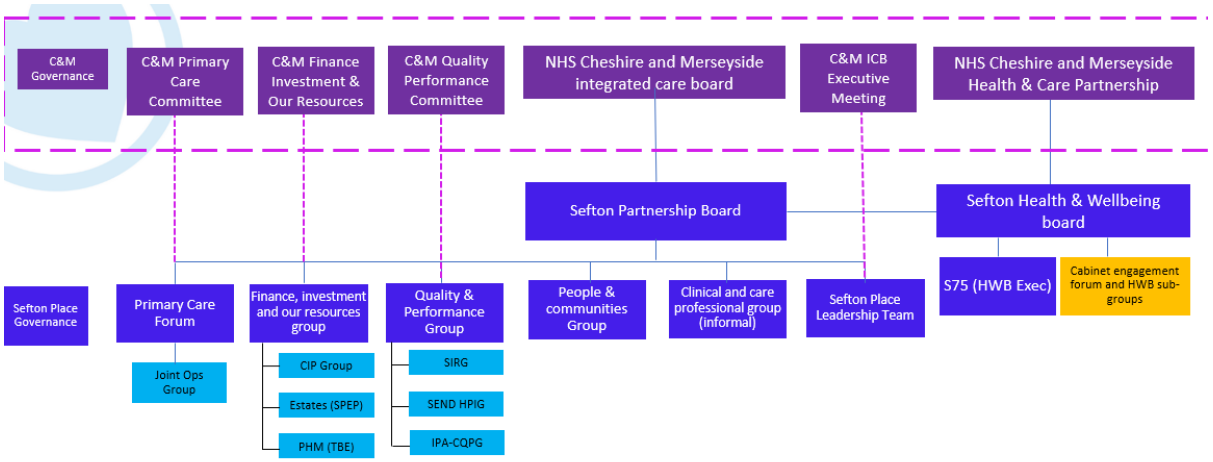
FINANCIAL GOVERNANCE ARRANGEMENTS

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

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- **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 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(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 help can be 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 mutual consent 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 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.

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 Young People.

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.
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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.
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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 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;

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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 -

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- **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 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 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 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.

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

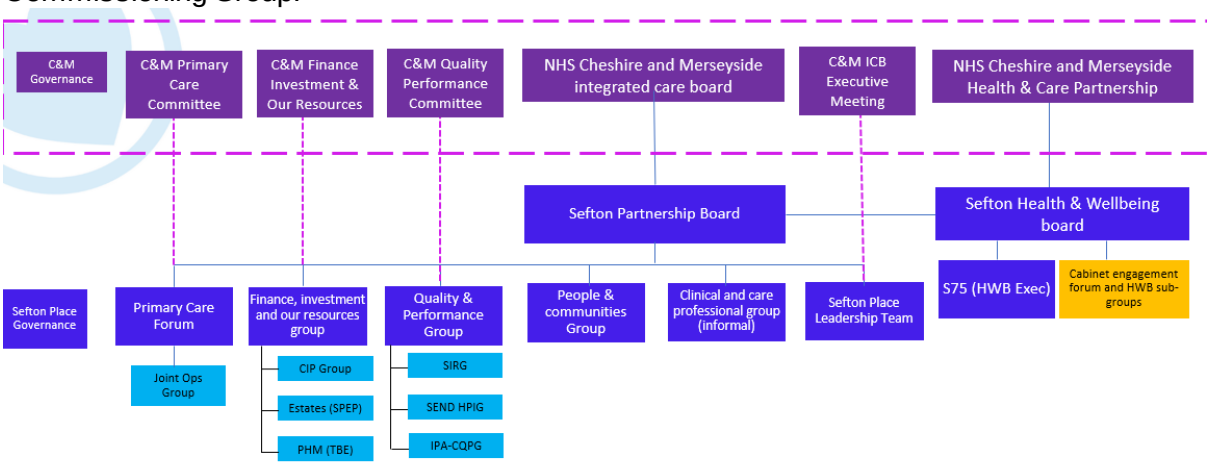
As detailed the main s75 Agreement.

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.

<u>Underspends</u>

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)

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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

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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