Item No. 11

SUNDERLAND HEALTH AND WELLBEING BOARD 18 March 2022

SUNDERLAND 2021/22 SECTION 75 AGREEMENT

Report of Executive Director of Neighbourhoods

1.0 Purpose of the Report

1.1 To seek retrospective agreement of the Section 75 for the Better Care Fund for 2021/22.

2.0 Background

2.1 The requirement set out by NHS England is that all funding agreed as part of the Better Care Fund (BCF) plan must be transferred into one or more pooled funds established under Section 75 (S75) of the Care Act 2006.

2.2 The BCF for 2021/22 was presented to the Sunderland CCG (SCCG) Governing Body in November 2021 and was subsequently agreed by the Health and Wellbeing Board (HWB) in December 2021. In-line with national requirements, this was submitted to NHS England and Improvement.

2.3 NHSE Guidance on the BCF was delayed well into the financial year, delaying the ability to agree the Section 75 arrangements earlier and due to the timescales to develop and agree the S75, the decision was taken to roll over the 2020/21 S75 with amendments that reflect the current working arrangements and submitted BCF plan for 2021/22.

2.4 In keeping with working arrangements between partners and the roll of All Together Better (ATB), the BCF (and S75) focuses on the content of the five work programmes of ATB. As in previous years and as previously reported to the HWB, the Sunderland BCF is £245m and well above the nationally mandated minimum requirement. The S75 underpins the BCF plan.

2.5 The Sunderland BCF plan was nationally approved in January 2022, ahead of the national requirement to have a S75 signed by the CCG Governing Body and HWBB by 31st January 2022. SCCG Governing Body approved the S75 for 2021/22 on 25th January 2022.

2.6 As the S75 is underpinned by the BCF plan for 2021/22, any risks or issues that may arise within the S75 between the CCG and Council, will be managed through ATB which includes representation from both statutory partners.

2.7 The Section 75 agreement outlines the governance arrangements for the agreement. The agreement has been developed in partnership between the CCG and council and outlines the alignment to ATB arrangements and has been updated to reflect the latest Information Governance legislation.

2.8 Work has commenced on the development of the 2022/23 S75 which will include a range of key schedules development and agreed between the CCG and Council. This will also include changes to the governance of the S75 as we move to a new commissioning landscape and partnership arrangements.

3.0 Recommendation

3.1 The Board is recommended to:

- approve the Section 75 Agreement for 2021/22 between Sunderland CCG and Sunderland City Council.

DATED 1 April 2021

(1) THE COUNCIL OF THE CITY OF SUNDERLAND

(2) SUNDERLAND CLINICAL COMMISSIONING GROUP

BETTER CARE FUND PARTNERSHIP AGREEMENT

Elaine Waugh LLB
Assistant Director of Law & Governance
Civic Centre
Sunderland
SR2 7DN

Ref:

Version 3.0

THIS AGREEMENT is applicable from the first day of April 2021

BETWEEN:

1. **THE COUNCIL OF THE CITY OF SUNDERLAND** of City Hall, Plater Way, Sunderland, SR1 3AA, (the "Council");

2. **NHS SUNDERLAND CLINICAL COMMISSIONING GROUP** of Pemberton House, Colima Avenue, Sunderland Enterprise Park, Sunderland. SR5 3XB, (the "CCG")

Severally a "Partner", together the "Partners".

BACKGROUND

(A) This Agreement is made pursuant to Section 75 of the National Health Service Act 2006 and to Part I of the Local Government Act 2000 under which the Partners have agreed to establish arrangements for the provision of the Better Care Fund Pooled Budget and the delegation of certain NHS and local authority health reflated functions to Partners.

(B) This Agreement sets out the terms under which the Partners will operate responsibility for health and social care functions relating to the commissioning of Better Care Fund Services and the accountability arrangements to accompany that operation.

(C) This Agreement provides the framework within which the Parties will work with each other by lead commissioning and collaborative arrangements, and with relevant stakeholders together to achieve the aims and outcomes set out in this Agreement.

(D) The Partners consider that the partnership arrangements set out in this agreement are likely to lead to an improvement in the way in which the exercise of the NHS and health related functions of the Partners are exercised.

(E) It is the intention of the Partners to operate the agreement in a spirit of mutual trust and cooperation as Partners.

DEFINITIONS

1.1 In this Agreement unless the context requires the following words and expressions shall have the following meanings: -

ACT	the NHS Act 2006.
AGREEMENT	this agreement made between the Council and the CCG, for the purposes of providing the Better Care Fund and supporting the integration of health and social care including all schedules, appendices and other documents annexed to the agreement; or any amendments to this agreement.
ATB EXECUTIVE GROUP	Be responsible for the co-ordination, production and submission of the Better Care Fund Plan, and partnership agreement. Ensuring production and submission of any required progress reports
BCF	means the Better Care Fund.
BCF Plan	means the Better Care Fund plan setting out the Partners proposal for the use of the Better Care Fund
BRIBERY ACT	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance and codes of practice issues by the relevant regulatory body concerning the legislation.
BUSINESS DAY(S)	Monday to Friday inclusive, excluding public and bank holidays
CCG	NHS Sunderland Clinical Commissioning Group.
CHIEF EXECUTIVE	Chief Executive of the Local Authority and Chief Officer of Sunderland Clinical Commissioning Group.

COMMENCEMENT DATE	1 April 2021;
CONFIDENTIAL INFORMATION	all information of a confidential or proprietary nature (including information imparted orally) belonging to any Partner and any other information which, if disclosed, will be liable to cause harm to any Partner and which falls within the description of confidential information set out at Section 41 FOIA;
COUNCIL	the Council of the City of Sunderland.
DIRECTOR	the Council's Executive Director of Neighbourhoods, or their nominee;
EXEMPTED INFORMATION	means any information or category of information, document, report, contract or other material containing information relevant to this Agreement that has been designated by the agreement of the Partners as potentially falling within an FOIA Exemption;
FINANCIAL YEAR	1st April to 31st March in each year;
FOIA	means the Freedom of Information Act 2000;
FOIA EXEMPTION	means any applicable exemption to the as specified in the FOIA including, but not limited to, confidentiality (section 41 FOIA), trade secrets (section 43 FOIA) and prejudice to commercial interests (section 43 FOIA);
FORCE MAJEURE	any cause preventing any Partner from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Partner so prevented including, without limitation, strikes, lockouts or other industrial disputes (in each case whether involving the workforce of the Partner so prevented or any other Partner), act of God, war or national emergency, an act of terrorism, riot,

	civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, explosion, flood, storm or epidemic.
HEALTH-RELATED FUNCTIONS	the functions of the Council for the purpose of this Agreement set out in Schedule 5 which fall within the health-related functions of authorities prescribed under Regulation 6 of the Partnership Regulations 2000.
INFORMATION SHARING PROTOCOL	the protocol describing how the Partners will share information.
JOINT HEATH AND WELLBEING STRATEGY	the Sunderland strategy under Section 116A of the Local Government and Public Involvement in Health Act 2007 which is published by the Health and Wellbeing Board under section 195 of the Health and Social Care Act 2012.
JOINT STRATEGIC NEEDS ASSESSMENT	the assessment undertaken by the [Health and Wellbeing Board] to identify the current and future health and wellbeing needs of the Partners' local population as set out in the Local Government and Public Involvement in Health Act 2007.
LEAD PARTNER	the Partner responsible for holding and co-ordinating the Pooled Budget. For the purposes of this Agreement, the Lead Partner shall be The Council of the City of Sunderland.
NHS FUNCTIONS	The functions of the CCG for the purposes of this Agreement set out at Clause 5.1 which fall within the NHS functions of NHS bodies prescribed under Regulation 5 of the Partnership Regulations 2000.
NON-FUNDING PARTNERS	Health and social care providers, third sector representatives
PARTNERSHIP ARRANGEMENTS	the arrangements pursuant to section 75 of the NHS Act 2006 (as amended by the Health and Social Care Act

	2012) jointly agreed between the Partners under this Agreement.
POOLED BUDGET MANAGER	means the Pooled Budget Manager as appointed in accordance with Clause 9.
PRESCRIBED FUNCTIONS	the various functions of the National Health Service Bodies and Local Authorities prescribed under Section 75 of the Act.
PROHIBITED ACT	the following constitute Prohibited Acts: (a) to directly or indirectly offer, promise or give any person working for or engaged by the other Partner a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; (c) committing any offence: (i) under the Bribery Act; (ii) under legislation creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the other Partner; or (iv) defrauding, attempting to defraud or conspiring to defraud the other Partner.
REGULATIONS	the National Health Service Bodies and Local Authorities Partnership Arrangements Regulations 2000 (SI 2000/617) and The NHS Bodies and Local Authorities Partnership Arrangements (Amendment) (England) Regulations 2003 (SI 2003/629);

REPRESENTATIVE	a Partner's employee, agent or subcontractor and any employee of the other Partner who is seconded to a Partner and is acting in accordance with that Partner's instructions.
PROGRAMME HOST(S)	the Programme Host(s) appointed in accordance with Clause 9.
SERVICES	the Services to be commissioned or provided by the designated Programme Hosts for and on behalf of the Partners under this Agreement, as more particularly described in the BCF Plan set out in Schedule 6;
SERVICE USERS	the people who receive the Services.
TUPE	Transfer of Undertakings (Protection of Employment) Regulations 2006
VAT GUIDANCE	the guidance published by the Department of Health entitled "VAT arrangements for joint NHS and Local Council Initiatives including Disability Equipment Stores and Welfare 0 section 31 Health Act 1999".

1.2 References to any act, or regulations include references to any amendment, or re-enactment made there under.

1.3 References to masculine shall include the feminine and vice versa.

1.4 References to singular shall include the plural and vice versa.

1.5 References to persons shall include companies and corporations and vice versa.

1.6 The Schedules and Appendices form part of this Agreement and shall have effect as if set out in full in the body of this Agreement, Any reference to this Agreement shall include the Schedules and the Appendices.

1.7 If there is an inconsistency between any of the provisions in the main body of this Agreement and the Appendices, the provisions in the main body of this Agreement shall prevail

1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.9 A reference to writing or written includes e-mail providing any such email is properly addressed and identified as being for the attention of the intended recipient.

2 THE DURATION OF THE PARTNERSHIP

2.1 The Partners agree that the Partnership takes effect on the 1 April 2021 for 1 year. This agreement covers the period 1 April 2021 – 31 March 2022 and will terminate on 31 March 2022 unless terminated earlier in accordance with Clause 27 below.

3. ESTABLISHMENT OF THE PARTNERSHIP

3.1 In consideration of the mutual Agreements and undertakings set out in this Agreement the Partners have granted the rights and accepted the obligations in this Agreement.

3.2 The Partners agree and acknowledge that the Partnership is established by this Agreement pursuant to Section 75 of the Act, the Regulations and Part 1 of the Local Government Act 2000.

4 PARTNERSHIP ARRANGEMENTS

4.1 The Partners enter into these Partnership Arrangements under section 75 of the NHS Act 2006 to commission integrated health and social care services to better meet the needs of the Service Users in the City of Sunderland, than if the Partners were operating independently.

4.2 The specific Aims and Outcomes of the Partnership Arrangements are described in the BCF Narrative Plan which is appended at Schedule 4

4.3 The over-arching principles and general rules which have been used as a guide to assist the Partners in drafting this Agreement are included for information and reference only at Schedule 1.

4.4 From the Commencement Date, the Partners agree that any previous section 75 agreements relating to the subject matter of this Agreement are terminated and replaced by the provisions of this Agreement.

4.5 The Partnership Arrangements shall comprise:

- the delegation by the CCG to the Council of the NHS Functions, so that the Council may exercise the NHS Functions alongside the Council Social Care Functions and act as Programme Host for the Services set out at Clause 10.4; and
- the delegation by the Council to the CCG of the Council Health Related Functions, so that the CCG may exercise the Council Social Care Functions and act as Programme Host for the Services set out at Clause 10.4;

- the establishment of Pooled Funds for the following Programmes:
    - **Programme 1** – General Practice (Information Only)
    - **Programme 2** – Mental Health, Learning Disabilities and Autism
    - **Programme 3** – Enhanced Primary and Community Care
    - **Programme 4** – Intermediate and Urgent Care
    - **Programme 5** – Integrated Health and Social Care Services

4.6 In accordance with Regulation 4(2) of the Partnership Regulations 2000, the Partners have previously carried out a joint consultation on the proposed Partnership Arrangements with Service Users, and other individuals and groups who appear to them to be affected by the Partnership Arrangements and will continue to carry out any consultation that may be required under Law during the Term or upon termination of this Agreement for any reason.

4.7 On entering this Agreement, the Partners shall, where required, notify the Department of Health of that fact in the prescribed form.

4.8 These Partnership Arrangements do not include the commissioning of any services currently commissioned by NHS England.

4.9 Nothing in this Agreement shall prejudice or affect:

- the rights and powers, duties and obligations of the Partners in the exercise of their functions as public bodies or in any other capacity;
- the powers of the Council to set, administer and collect charges for any Council Health-Related Functions; or
- the Council's power to determine and apply eligibility criteria for the purposes of assessment under the Community Care Act 1990.

5 DELEGATION OF FUNCTIONS

5.1 For the purposes of the implementation of the Partnership Arrangements:

- the CCG hereby delegates the exercise of the NHS Functions to the Council to exercise alongside the Council's Health-Related Functions; and act as a Programme Host for Community Equipment Services and Continuing Healthcare (within the scope Programme 5) and S117 (within the scope of programme 2).
- The Partners shall collaborate in relation to commissioning Services for All other areas of expenditure within the BCF and therefore the Health-Related Functions and the NHS Functions of the Partners shall not be delegated in respect of these areas.

5.2 Additional services may be brought within the scope of this Agreement during the Term by agreement in writing between the Partners, subject to the Partners obtaining such consents and approvals as may be required in accordance with:

- the CCG's constitution, standing orders and/or standing financial instructions; or
- the Council's constitution standing orders and/or standing financial instructions.

6 POLICY BACKGROUND

6.1 The Partners have considered the Government's published policy guidance encouraging partnership working and service integration through the Better Care Fund

6.2 National Context

6.2.1 Nationally the emphasis is to make care available, where safe to do so, outside hospital, closer to people's homes and tailored to the needs of the individual. This is supported in policy through the Government launch of the £6.4 billion Better Care Fund in December 2013, which aims to bring together health and social care funding and ensure everyone can access a properly joined services, and the Care Act 2014 which a significant reform in care and support with the aim of putting people and their carers in control of their care and support.

6.2.2 Unplanned admissions to hospital are the biggest driver of cost in the health service that the BCF can affect. As such BCF plans need to clearly demonstrate how they will reduce total emergency admissions, as a clear indicator of the effectiveness of local health and care services in working better together to support people's health and independence in the community.

6.2.3 Protection of social care also remains a top priority and a vital requirement on the BCF, both in securing better outcomes for local populations as well as reducing the demand on hospital services.

6.2.4 Reducing long stay patients is a key metric for the BCF due to the impact on patient flow through hospital services. As such the BCF plan will need to clearly demonstrate how the target trajectories for long lengths of stay activity in Sunderland will be met.

6.2.5 NHS England has issued a number of guides and supporting information to assist with the development of local Better Care Funds such as the technical guidance issued in November 2021

7 OVERVIEW OF SERVICES

7.1 All Together Better

- All Together Better (ATB) is an alliance of commissioners and providers working together across organisational boundaries to better join up health and care for people living in Sunderland and improve their health outcomes.
- The purpose of All Together Better (ATB) is to maximise people's independence, good health and well-being across all of our communities in Sunderland.
- ATB is made up of the following partner organisations:
    1. Sunderland General Practice Alliance (SGPA)
    2. Cumbria, Northumberland, Tyne and Wear Foundation Trust (CNTW)
    3. South Tyneside and Sunderland NHS Foundation Trust (STSFT)
    4. Sunderland City Council (SCC)
    5. Sunderland Clinical Commissioning Group (SCCG)
    6. Sunderland Care and Support (SCAS)

7. All other providers and voluntary sector organisations currently commissioned by Sunderland Clinical Commissioning Group

7.2 Context and Background

- All Together Better came formally into operation as of 1st of April 2019 and aims to build upon the success of the 'Out of Hospital' NHS Vanguard programme by improving the health of people; providing better care; and ensuring clinically and financially sustainable services.

- Since Sunderland became a NHS Vanguard site in 2015 with the aim to transform 'Out of Hospital' services, a significant amount of work to integrate services and improve the way care is delivered has been taken forward. This has meant the maturity of partnerships has grown enabling the development of transformation priorities into clear plans for delivery with clear governance and partnership arrangements that facilitate both closer working at a local neighbourhood level and wider across the City of Sunderland.

7.2...1 As the commissioners of ATB, Sunderland CCG and Sunderland City Council have aligned the BCF plan (See schedule 4) to the scope of services covered by ATB (See Schedule 7 - ATB Portfolio). It is anticipated that this alignment will enable and support the achievement of the ATB vision and objectives. Therefore the BCF plan, together with this supporting Section 75 agreement, set out the integrated commissioning arrangements for delivery by ATB.

8 STAFF, GOODS, SERVICES, OR ACCOMMODATION

8.1 Both partners will provide appropriate support for commissioning arrangements in relation to staff, goods, services, or accommodation as appropriate.

9 POOLED BUDGET

9.1 In order to maximise the efficiency and effectiveness of the Partnership the Partners have agreed to enter into this Agreement and to appoint the Council as "Lead Partner" to act as the Partner responsible for holding the Pooled Budget.

9.2 The Pooled Budget shall only be used for the provision, or commissioning of the Services as is intended by this Agreement.

9.3 The Partners agree that the Pooled Budget shall be a memorandum account and funds will be sub divided into a number of Programme Pools that will be individually commissioned, hosted and managed by a Partner – here after defined as a Programme Host.

The Partners agree that the budgets allocated to the Better Care Fund for Services at the start of the year will be the amount required to cover the expected costs of those services for that year taking into account inflation, other known or expected pressures and cost reduction plans agreed by both Partners. Any in-year pressures resulting directly from decisions taken by either Partner will be funded by that Partner. Any accounting errors in calculating committed spend for the budgets allocated at the start of the year will be corrected and funded by the appropriate Partner.

9.4 The Partners shall appoint Programme Pool Managers. The Partners will ensure the allocation of appropriate funding to each of the Programmes as per the agreed schedule of services and values to enable the commissioning of the Services in an effective and efficient manner.

9.5 The five Programmes are:

- Programme 1 – General Practice (Information only);
- Programme 2 – Mental Health, Learning Disabilities and Autism;
- Programme 3 - Enhanced Primary and Community Care (Including Disabled Facilities Grant);
- Programme 4 – Intermediate & Urgent Care;
- Programme 5 – Integrated Health and Social Care Services

For further detailed financial information in relation to the funding linked to each Programme please see the schedule of services and values in Schedule 3.

9.6 The Financial Contributions for the first year of the Term, by the Partners in connection with this Agreement shall be as follows:

Sunderland Clinical Commissioning Group	£156,236,438
The Council of Sunderland	£89,398,849
Total	**£245,635,287**

9.7 The Partners shall make cash transfers where required in respect of lead commissioning arrangements only monthly. Contributions are to be paid to the Lead Commissioning Partner by the first week of each month and shall be $^{1}/_{12}$ of the annual contribution.

9.8 The Partners agree that the Pooled Budget is calculable as the initial Pooled Budget of the Term recommended by the Council and CCG plus any agreed in-year changes recommended by the ATB Executive Group.

9.9 Nothing in this Agreement shall detract from the principle that NHS services are free at the point of delivery and may not be charged for.

9.10 The Partners acknowledge the need for clarity and agreement on the arrangements that shall be made to charge Service Users of the Services where appropriate.

9.11 The Council shall be at liberty to levy (and shall be responsible for levying) charges for such elements of the Services for which legislation requires or permits it to charge. Risk and Benefit in connection with fees and charges

raised by the Council in respect of the Services subject always to clause 9.9 above will rest with the Council.

9.12 Where the distinction might be blurred between charged for and non-charged for Services in Services Users' minds, whether through the operation of assessment arrangements or arrangements for the delivery of jointly commissioned Services under this Agreement, then the Lead Partner will be responsible for identifying the Partner levying the charges and the nature of the Services charged for making it clear to Service Users in respect of which element of the Services a charge is being levied (and the other Partner shall provide such assistance as may be reasonably required).

9.13 Per national guidance the Partners agree to invest in NHS commissioned out of hospital services, which may include a wide range of services including social care

10 LEAD PARTNER AND PROGRAMME HOSTS

10.1 The Partners agree that Sunderland Council will be the Lead Partner for the Pooled Budget.

10.2 The Partners appoint the ATB Executive Group as Pooled Fund Manager.

10.3 The financial governance arrangements for the Pooled Budget are set out in Schedule 3.

10.4 The designated Programme Host for each of the Programme Pools are:

- the CCG hereby delegates the exercise of the NHS Functions to the Council to exercise alongside the Council's Health-Related Functions; and act as a Programme Host for Community Equipment Services and Continuing Healthcare (within the scope Programme 5) and S117 (within the scope of programme 2).
- The Partners shall collaborate in relation to commissioning Services for All other areas of expenditure within the BCF and therefore the Partners shall collaborate in relation to commissioning these Services for which they have responsibility (aligned commissioning).

10.5 The Lead Partner will hold overall accountability for implementing Partnership decisions receiving, distributing, being accountable for and coordinating any monies received in connection with the Better Care Fund Pooled Budget.

10.6 Subject to the terms of this Agreement the Lead Partner will host the Pooled Budget. Programme Hosts may enter into contracts on behalf of the Partnership and will set up such accounting and other arrangements as are required to ensure the efficient implementation of the Partnership decisions.

10.7 The Lead Partner will act in accordance with any instructions of the Partnership save where such instructions or delegations are contrary to the law, inconsistent with principles of probity or sound financial practice or may incur expenditure in excess of the Pooled Budget. The Partnership shall not make any decision, which would require the Lead Partner to exceed the Pooled Budget in order to implement that decision. The Lead Partner shall not do anything which is inconsistent with any reasonable decision of the Partnership or which will obstruct the implementation of such decision. Any decision to incur expenditure which could generate any ongoing liability which cannot be defrayed directly from the Pooled Budget is subject to unanimous agreement by all the Partners.

10.8 The Council, as the Lead Partner, shall have the responsibilities and duties set out in this Clause 10 and where appropriate and subject to recommendation by the ATB Executive Group and agreement from the other Partner, may apply in accordance with this Agreement such reasonable charges to the Pooled Budget as are appropriate for services it provides in consequences of its duties and responsibilities.

10.9 The Lead Partner will put in place effective risk management systems including appropriate internal control and an audit function.

10.10 The Lead Partner will be responsible for operating the financial systems relating to the Partnership in accordance with Schedule 3 and shall be responsible for ensuring to the reasonable satisfaction of both Partners that the financial systems are adequate and effective and that the Partnership has a sound system of internal control which facilitates the effective exercise of the Partnership functions and which includes arrangements for the management of risk.

10.11 To ensure compliance with its responsibilities, the Lead Partner will ensure provision of internal audit services. In addition to any services to be provided under the service level agreement, where the Partners Chief Financial Officer / Director of Finance or any other auditor employed or engaged by either Partner reasonably requires, an additional audit or audits in respect of any function or activity of the Partnership may be carried out. The cost of this will be charged to the Partnership Budget. The Partnership will act upon advice in respect of improvements to the internal controls, both financial and non-financial envisaged by this Clause.

10.12 Lead Partner will arrange insurance cover (or appropriate self-funding arrangements) in respect of its liabilities under this Agreement. The Lead Partner is not responsible for arranging insurance in respect of the Partnership. The Partners are responsible for ensuring that they have insurance or appropriate self-funding arrangements in place in respect of their liabilities. Any Partner may require another Partner to provide evidence that insurance cover or appropriate self-funding arrangements are in place

10.13 Where a Partner has agreed to enter into a contract to deliver a service that Partner shall:

- provide a notification to the Lead Partner, which shall specify the service to be delivered;
- accept full responsibility for the implementation of the Services;
- ensure that the project complies with any financial and output targets and requirements set;
- provide the Lead Partner and its agents or auditors with access at any reasonable time to all records and information, which it requires in order to discharge its responsibilities effectively
- indemnify all of the other Partners in respect of any losses, claims, demands, expenses and costs arising out of its actions or defaults in connection with the performance of its obligations.

10.14 Where the Lead Partner agrees to provide any service for the Partnership, it shall:

- enter into a service level agreement, which shall specify the service to be delivered;
- accept full responsibility for the implementation of the Services;

- ensure that the project complies with any financial and output targets and requirements set by any funding body

10.15 Neither Partner is required to do anything in furtherance of the partnership arrangements that would mean that it was at risk of breaching the terms of any of the service contracts that it may be required to enter into.

11 OVERSPENDS AND UNDERSPENDS

11.1 Each Partner will be responsible for any overspends and underspends against their contributions to the BCF with the exception of Community Equipment Services included in Programme 3 which will continue as in previous financial years to operate a risk share arrangement.

11.2 Each Programme Host shall endeavour to manage any in-year overspends within its commissioning arrangements for the Services which it is the designated Programme Host for.

11.3 Each Programme Host shall make the other Partner aware of any potential overspend as soon as the Programme Host becomes aware of this possibility. The Programme Host shall highlight reasons for the overspend, both current and projected, and make recommendations for action to bring the spend within the BCF and Financial Contributions.

11.4 Each Programme Host shall make the other Partner aware of any potential underspend in relation to its Financial Contributions, prior to the end of the relevant financial year. The Programme Host shall highlight reasons for the underspend and identify any part of that underspend which is already contractually committed.

12 PROVISION OF SUPPORT SERVICES TO THE PARTNERSHIP

12.1 The Lead Partner will provide support services to the Partnership to enable it to fulfil its role. The Programme Hosts shall also provide similar support services to allow Programme Managers to discharge their functions. Such support services will include but are not limited to the following:

- Financial Management – supports financial responsibility across the organisation and works in partnership with Service Managers and Pool Managers to secure the best use of resources.
- Accounts Payable – supports the preparation and despatch of payments to creditors and reimbursement of accounts.
- Internal Audit Services – in carrying out its work any auditor of the Council, whether internal or external, shall be permitted to access to any and all documentation, including right of access to non-financial information, whether manually or electronically held, which he is legally entitled relating to the provision of the services in the possession, custody, or control of the Partnership. For the avoidance of doubt this right will include the power, at all reasonable times, to interview staff, have access to take copies of any and all documentation, have access to and take copies of any computer data held and have access to buildings. This right of access shall extend to organisations with whom the Partners have contracted to provide services in respect of the Better Care Fund. This right should be expressly stated in the contracts agreed between the partners and the contracted service.
- Legal and Administrative Support Services – to receive legal services from Legal Services and Corporate Procurement Services; to provide administration support for the effective operation of the Management Board.
- Human Resources – to support the recruitment and personnel services of, staff employed directly or indirectly (if any) for the purposes of the Partnership.
- Insurance – the Council's Insurance Section can give general advice to the Partnership on insurance matters. In the absence of the Partnership arranging its own insurance cover, it would be the responsibility of the individual Partners to make their own insurance arrangements.
- Risk Management –to provide advice and guidance to the Partnership to enable it to implement appropriate risk management arrangements.
- Building Maintenance – all matters relating to building maintenance are contained with the Service Charter - For The Provision of Surveying

Services (Land and Property January 2006). Copy held with Senior Building Surveyor.

- Property Services – all property matters will be dealt with on behalf of the Council in accordance with the Service Charter for The Provision Of Surveying Services (Land and Property January 2006) and for the CCG by NHS Property Services Ltd.
- ICT – The Council's ICT Services Department and the CCG IT Department or subcontractor will provide support for the systems used by Partners.
- The Council's Integrated Commissioning Team and CCG Commissioning Team will provide appropriate commissioning support to facilitate reform and re-modelling of health and social care pathways covered by this agreement.
- Appropriate intelligence and analytics will be provided to assist with the monitoring against targets and benefits forecasting.

12.2 The Partners are responsible for paying any of the costs they incur in connection with the support services of the Partnership, except where otherwise agreed but the Partners shall accept the need to make provision for the costs of supporting the Pooled Budget in considering the setting of the Pooled Budget, for any year of the term of the Agreement.

12.3 The Partners may agree that any costs of the support services set out at Clause 11 and arising from this Agreement and not met by the Partners existing arrangements for providing their own individual support services functions will be met from within the total amount of the Pooled Budget.

12.4 The Partners are responsible for paying any of the costs they incur in connection with the administration of the Partnership, except where otherwise agreed but the Partners shall accept the need to make provision for the costs of supporting the Pooled Budget in considering the setting of the Budget, for any year of the term of the Agreement.

13 NATURE AND GOVERNANCE OF THE PARTNERSHIP

13.1 The Partners agree that this Partnership does not create a legal Partnership, but constitutes an obligation for the Partners to work together under the terms of this Agreement and that nothing contained in this Agreement, and no action taken by the Partners pursuant to this Agreement, will be deemed to constitute a relationship between the Partners of partnership, joint venture, principal and agent or employer and employee. No Partner has, nor may it represent that it has, any authority to act or make any commitments on any other Partner's behalf save where expressly provided otherwise in this agreement.

13.2 The Partners agree that the arrangement will be managed in accordance with Schedule 1.

13.3 The Partners agree that unless otherwise expressly agreed in writing, none of the Partners can act as the agent of any of the other Partners.

13.4 The Partners agree that they shall at all times co-operate with one another for the purposes of monitoring this Agreement.

13.5 The Partners agree that each Partner shall co-operate with all reasonable requests from the other Partner to access records relevant to:

- the monitoring of the Agreement; and
- the investigation of a formal complaint in accordance with the respective Partners approved procedures for the same.

13.6 The Partners recognise that the each organisation has a fiduciary responsibility to tax payers. The proper discharge of this duty requires that each organisation, (and in particular officers from their respective internal audit sections), may from time to time require access upon reasonable request to staff, and financial information and documentation in the custody, control, or possession of the other partner in order to establish or confirm proper functioning and operation of the joint arrangements.

13.7 The Partners further recognise that any fiduciary responsibility extends to any services commissioned jointly and requires that any agreement made pursuant to funding by this Agreement incorporate the right of the internal auditors to have reasonable access to the staff and financial information of the provider from whom services are so commissioned.

13.8 The Partners, (including their internal and external auditors), shall have a right of access to all relevant accounting records relating to the Pooled Budget.

14 SERVICE PROVISION

14.1 The Partners agree that they will work together under the Agreement to plan, commission, provide, monitor and review the Services.

14.2 The Better Care Fund narrative plan for Sunderland will be reviewed and revised in accordance with lessons learned through the operation of the Service and approved by the Integration Board.

14.3 The Services shall be procured in accordance with the procurement processes policies and governance arrangements of the Partner commissioning the Services.

15 ATB VISION AND OBJECTIVES

15.1 The vision of ATB is to deliver 'Better Health and Care for Sunderland' and to realise this, it has identified the following key strategic objectives

- A Healthy City – more people living healthier longer lives
- Outstanding Care – Every time for everyone, reducing inequality
- Delivery of High Quality Services – Through effective partnerships
- System efficiency – Deliver innovative, financially and clinically sustainable service

16 OBJECTIVES

16.1 The key features of ATB are:

- Organisations working together in a system acting and behaving as though they are one, whilst maintaining statutory and contractual responsibilities of individual organisations (both commissioners and providers)
- Build collaborative leadership around redesigning care tailored to the needs of the health of the population of Sunderland, irrespective of existing institutional arrangements
- A new approach creating a new system of care delivery backed up by a new financial and business model formalised by alliance principles and governance arrangements being included in all commissioning contracts

- Formation of an ATB Executive Group which will have an important and key role and have a number of responsibilities to the CCG and existing, future and potential providers
- Collaborative and pro-active management of resources
- Delivering by collaboration, recommendation and agreement, any changes to models of care and integration

16.2 ATB supports the care for all adult patients registered with all Sunderland practices and non-registered adult patients resident in Sunderland. The ATB operates in line with the Primary Care Network areas described as localities. They are:

- Sunderland Coalfields
- Sunderland Washington
- Sunderland East
- Sunderland North
- Sunderland West 1
- Sunderland West 2

16.3 Community health and care services will be tailored to meet the needs of people living in a neighbourhood area of around 30-50,000 people. Through the delivery of the care model, working together with the Primary Care Networks, ATB brings together a range of health and social care professionals from general practice, mental health, community, hospital, social care and the voluntary sector to provide health and care that;

- Is personalised, pro-active preventative and joined up
- Improves peoples' experiences of using health and care services and improves their health outcomes
- Supports people to live longer with better quality of life.

16.4 ATB will deliver its operational plan through its collaborative way of working, described in the ATB 'business model' which includes five transformation and delivery programmes.

16.5 The programmes of work are designed to transform the way care is delivered to the benefit of the system population and enable delivery of the system and national

priorities. Each programme consists of a portfolio of work to support delivery of the transformation agenda.

17 KEY TARGETS AND PERFORMANCE INDICATORS: PERFORMANCE MONITORING ARRANGEMENTS

17.1 The ATB Executive Group will monitor the performance of each Partner in respect of its role as a Programme Host under this Agreement in accordance with the Performance Management Framework.

17.2 Programme Hosts will share with the ATB Executive Group the results of any audit, evaluation, inspection, investigation or research in relation to the commissioning or provision of the Services relating to their designated Programme(s). Programme Hosts will also within [10] days of a request from the ATB Executive Group send to the other Partner the results of any audit, evaluation, inspection, investigation or research in relation to the commissioning or provision of the Services relating to their designated Programme(s)

17.3 A number of key performance measures are included in Schedule 5, which will form part of the basis for monitoring.

17.4 Where there is evidence that the performance by a Programme Host, under this Agreement materially fails to meet the requirements of this Agreement in one or more of the ways set out below, the ATB Executive Group may issue a notice to the Programme Host describing the performance deficiency and requiring the rectification of the deficiency (a “Remediation Notice”):

- where the Programme Host fails to commission the Services in accordance with this Agreement; and/or
- where the Programme Host fails to achieve, or procure the achievement by a service provider, of any of the service levels set out in Schedule3 and/or
- where a report of the ATB Executive Group concludes that the integration of the Prescribed Functions has failed to lead to an improvement in the way the Prescribed Functions are exercised; and/or
- failure to manage the Pooled Budget in accordance with the requirements of this Agreement; and/or

- a negative audit finding in respect of a Programme Host; and/or
- failure by a Programme Host to implement the agreed recommendations of an audit report.

17.5 Where a Remediation Notice is issued in accordance with clause 17.4 above the Integration Board and the relevant Programme Host shall discuss and agree a remedial action plan to be implemented by the Programme Host.

17.6 If the relevant Programme Host fails to implement the remedial action plan in accordance with the timescales set out therein and/or fails to implement the remedial action plan to the satisfaction of Implementation Board acting reasonably, such failure shall be deemed an irremediable breach of the Agreement for the purposes of clause 30 (Termination).

18 ELIGIBILITY

18.1 The eligibility criteria for Service Users to access the Services will follow the national eligibility criteria set out within the Care Act 2014.

18.2 Each Programme Host shall ensure that only eligible Service Users access the Services provided under their designated Programme.

18.3 If Services are provided to a Service User who was not eligible for the Services, or a Service User continues to receive Services after becoming ineligible, the Programme Host shall take immediate steps to ensure that the Services are withdrawn as soon as is practicable from that Service User in accordance with any requirements at Law or in accordance with the care plan that may have been agreed in relation to a Service User and the value of the Services provided to the Service User (and for the avoidance of doubt, in respect of a formerly eligible Service User who subsequently becomes ineligible, the value of the Services provided to that Service User from the point at which that Service User becomes ineligible) shall be treated as an overspend on the Pooled Budget in accordance with clause 11 (Overspends and Underspends).

19 ANNUAL REVIEW

19.1 The Partners shall review commissioning intentions for the Services in accordance with national guidance AND at least [8] weeks before the start of each Financial Year. The review shall include a review of:

- the agreed aims and outcomes for the Services;
- any changes or development required for the Services;
- how changes in funding or resources may impact the Services; and
- the estimated contributions due from each Partner for each element of the Services and the designation of those contributions to the Pooled Fund.

19.2 Any variation required as a result of the review that increases or reduces the number or level of Services or Programme in the scope of the Agreement shall require the Partner to consider any necessary corresponding adjustments to the Partners' respective Financial Contributions.

19.3 If the Partners cannot agree any corresponding adjustments to the Partners' respective Financial Contributions, the matter shall be dealt with in accordance with clause 33 (Dispute Resolution Procedure).

20 RETENTION OF RECORDS

20.1 The Partners recognise that as a consequence of entering into this Agreement they will be required to manage and retain records which may include but are not limited to financial, accounting and personal records. The Partners agree that in retaining any records they shall comply with the Data Protection Act 1998

20.2 In respect of personal information the Partners agree:

- That it shall be adequate, relevant and not excessive for the purpose or purposes for which it is held.
- That it will be accurate and where necessary kept up to date.
- They will not retain it for longer than is necessary for its purpose or purposes.
- That normally personal information should not be held for longer than seven, (7), years after the subject's last contact with either Partner subject any specific exceptions or requirement of statute or regulation set out below.

20.3 The Partners further agree that:

- Records relating to service users within Registered Residential Homes will be retained for at least three, (3) years after the date of the last entry.

- Records relating to service users within Registered Nursing Homes will be retained for not less than one, (1), year after the date the individual ceases to be a patient in the home subject where applicable to the provisions of the Mental Health Act 1983 requiring records to be kept for five, (5) years after the date the service users ceases to be a patient in the home.
- Records relating to a foster parent or other person and any entry relating to him in a register to be retained for at least ten, (10) years from the date on which his approval is terminated or until his death, if earlier.
- Case records relating to children who have been placed will be retained until 75th anniversary of the child's birth or for fifteen, (15), years after death if the child dies before age eighteen, (18).
- Where legal action, which has been started, and the records are required to be retained because the information contained in them is relevant to the action the records may be kept for longer than seven, (7), years both only so long as they are required.
- The records may be kept for longer than seven, (7), years if they are archived for historical purposes.
- The records may be kept for longer than seven, (7), years if they consist of a sample of records maintained for the purpose of retrospective comparison.
- The records may be kept for longer than seven, (7), years if they involve the transfer of significant information, without subject identification, on to aggregated files.
- The records may be kept for longer than seven, (7), years if they relate to individuals and providers of services who have, or whose staff have been judged unsatisfactory.
- The records may be kept for longer than seven, (7), years if they are held in order to provide, for the subject, aspects of his/her personal history.
- In respect of financial, accounting and other records not comprising personal information and required for the effective monitoring of the Agreement and the use of the Pooled Fund the Partners agree that they will retain such records for a period of not less than seven, (7), years from the date they were published.

21 DATA PROTECTION AND CALDICOTT GUIDELINES

21.1 The Partners, the Integration Board and the Better Care Fund Working Group shall comply with the provisions of the Data Protection Act 2018, the Freedom of Information Act 2000 and operate within the Caldicott Principles.

21.2 The Partners, the CCG Executive Committee Local Authority and ATB Executive shall ensure that personal information is shared only where and in the manner required by law. Such information will only be shared with those individuals or agencies legitimately requiring access to it and only in such cases where the sharing of the information can be reasonably justified.

21.3 Where any personal information (as defined by the Data Protection Act 2018) is disclosed in accordance with this Clause the Partner (providing the service) shall ensure that the level of information shared is the minimum necessary for the particular purpose.

21.4 All disclosures of personal information must be undertaken with the consent of the person concerned, or be otherwise in accordance with law.

21.5 The Partners, the ATB Executive Group will ensure that Service Users are aware of the individuals or agencies to which their personal information may be disclosed unless there are legitimate reasons for not doing this and that any Service User's consent to such disclosure required by law is obtained prior to such disclosure.

21.6 Before any information is shared the Partners, The Partners, the ATB Executive Group and ATB Executive Group must satisfy themselves that the individual or agency to whom the information is to be shared have in place appropriate systems to safeguard the confidentiality and security of such information and that such information will be lawfully processed. The Partner (providing the service) should only be satisfied of this fact if the systems comply with the provisions of the Data Protection Act 2018 and operate in accordance with the Caldicott Principles. The Partners will ensure that, if required by law, a written agreement is put in place with the individual or agency to whom the information is to be shared.

22 INDEMNITY

22.1 Each Partner shall indemnify the other in respect of any action, cost or claim relating to personal injury, or damage to, or loss of property which arises as a direct consequence of a default or action of that Partner pursuant to their obligations under the Agreement, or from the negligent act, or negligent omission of that Partner.

22.2 The liabilities of any Partner and any indemnities arising under this Agreement do not extend to indirect or consequential loss or damages including (without limitation) loss of profits, loss of contracts or goodwill and the like.

23 FORCE MAJEURE

23.1 The Partners shall not be deemed to be in breach of this Agreement or otherwise liable to the other Partner in any manner whatsoever for any failure or delay in performing its obligations under this Agreement due to Force Majeure. If any Partner is affected by Force Majeure it shall promptly notify the other Partners of the nature and extent of the circumstances in question.

24 CONFLICT OF INTEREST

24.1 Each Partner will ensure their respective Conflict of Interest policies are adhered to and that the policies take account of the joint commissioning arrangements laid out in this agreement

25 VARIATIONS

25.1 The signatories to this Agreement may jointly agree to vary this Agreement at any time during the term of this Agreement. Such variation shall be recorded in writing and signed, with the variation being attached to this Agreement.

25.2 When considering any variation to the Agreement the following principles shall be adhered to where reasonably practicable:

- variations should be discussed at the Integration Board
- the Integration Board shall make a written recommendation to Cabinet and CCG Governing Body regarding the proposed variation;

25.3 The CCG Chief Officer and the Local Authority Chief Executive may agree emergency variations verbally in consultation with the representatives of the Non-

Funding Partners where such consultation is practicable and any variations must be confirmed in writing within a reasonable period of time not exceeding 10 working days after the variation, by agreement of all the Partners.

25.4 Where a variation has been suggested, but the CCG and the Council do not agree it, then this can be referred for dispute resolution in accordance with Clause 31.

26 TERMINATION

26.1 The Partnership may be terminated upon a minimum three months written notice from one Partner to the other where: -

26.2 Either partner has agreed at either the Cabinet of the Council of the Governing Body of the CCG to terminate the agreement, or

26.3 The Partners have agreed at the strategic review meeting referred to in Clause 18 that the Partnership should be terminated; and

26.4 The Partners have agreed in good faith a detailed exit strategy that addresses adequately all the consequences of termination. The exit strategy shall:

- be agreed by the Partners within such a period to ensure that at least three months is allowed for implementation of the exit strategy before the determination of this Agreement or earlier termination under this Clause. In the event that the exit strategy is not agreed then the agreement will be extended by monthly intervals to allow a minimum of three months implementation as described above;
- include an express commitment from the Partners to adequately fund the cost of termination in such proportion as they may agree but in default of such agreement in proportion to the contributions made to the Pooled Budget in the financial year preceding termination.
- adequately address all issues relating to:-
- The relationship with service contractors;
- Personnel issues;
- The financial impact of termination;
- Any other relevant issues;

- The ownership and accounting for any assets arising from capital expenditure, to enable their disaggregation;
- Ensuring that the minimum of disruption is caused to Service Users.
- Liabilities.

26.5 Any Partner may terminate this Agreement on not less than 3 months written notice to the others in the event that there is any change in law or guidance, which precludes the further operation of the Partnership. In which case the exit strategy described above shall be implemented with the minimum period of 2 months being substituted in place of 6 months.

26.6 Any Partner may withdraw from this Agreement forthwith by written notice served by that Partner in the event that the arrangements made under this Agreement place the Partner in breach of its statutory obligations.

26.7 In the event that any Partner reasonably considers there is a risk that a Partner may be so placed in breach of their statutory obligations and any remedial action has not been taken within a reasonable time of the notice of the same having been given to the other (having regard to the severity of the breach) it may terminate this Agreement on not less than one month's written notice.

26.8 Each Partner is required to have a Better Care Fund with a minimum level of funding contribution. The default expectation is that upon termination of this agreement it will be immediately replaced and followed by a "minimum" level funded Better Care Fund Agreement for the remainder of the financial year. The partners may agree that rather than terminating this agreement it is instead amended with three months' notice to become a "minimum" funded Better Care Fund Agreement.

27 PREVENTION OF BRIBERY

27.1 Each Partner:

- shall not, and shall procure that any of its Representatives shall not, in connection with this Agreement commit a Prohibited Act;
- warrants, represents and undertakes to the other Partner that it is not aware of any financial or other advantage being given to any person working for or engaged by it, or that an agreement has been reached to

that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to it before execution of this Agreement.

27.2 Each Partner shall:

- if requested by the other Partner, provide the other Partner with any reasonable assistance, that the other Partner may reasonably request, to enable the other Partner to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
- within 20 Working Days of the Commencement Date, and annually thereafter, certify to each other in writing compliance with this clause 27 by the relevant Partner and its Representatives and all persons associated with it or other persons who are supplying goods or services in connection with this Agreement.

27.3 Each Programme Host shall include provisions in any future service contracts requiring compliance by service providers with the requirements of the Bribery Act.

27.4 If any breach of this clause 27 is suspected or known, each Partner must notify the other Partner immediately.

27.5 If one Partner notifies the other Partner that it suspects or knows that there may be a breach of this clause 40, the Partner will respond promptly to any enquiries, co-operate with any investigation, and allow the other Partner to audit books, records and any other relevant documentation.

27.6 Either Partner may terminate this Agreement by written notice with immediate effect if the other Partner or its Representatives (in all cases whether or not acting with the Partner's knowledge) breaches clause 27.1. In determining whether to exercise the right of termination under this clause 27.4, each Partner shall give all due consideration, where appropriate, to action other than termination of this Agreement unless the Prohibited Act is committed by a senior officer of one the Partners or by an employee, sub-contractor or supplier not acting independently of the relevant Partner.

28 NOTICES

28.1 Any demand, notice or communication may be given by hand or sent by first class pre-paid post, cable or facsimile transmission and shall be deemed to have been duly served if delivered by hand, when left at the proper address for service; if given or made by prepaid first class post, 48 hours after being posted (excluding Saturdays, Sundays and public holidays); if given or made by cable or facsimile transmission, at the time of transmission, provided that a confirming copy is sent by first class pre-paid post to the other Partners within 24 hours after transmission.

28.2 Provided that, where in the case of delivery by hand or transmission by cable or facsimile, such delivery or transmission occurs either after 4.00 p.m. on a Business Day, or on a day other than a Business Day, service shall be deemed to occur at 9.00 a.m. on the next following Business Day (such times being local time at the address of the recipient).

28.3 Any demand, notice or communication shall be made in writing or facsimile addressed to the recipient at its registered office or its address stated in this Agreement (or such other address, telex or facsimile number as may be notified in writing from time to time).

29 STATUTORY COMPLIANCE

29.1 The Partners shall comply with all relevant legislation relating to the Partnership, including, (but without limitation), the Human Rights Act 1998. For the avoidance of doubt, the Partners acknowledge that as the Services comprise functions of a public nature the Partners and the service contractors constitute public authorities within the meaning of the Human Rights Act 1998.

29.2 The Partners shall comply with all requirements of:

- the Health and Safety at Work etc. Act 1974 and other Acts, Regulations, Codes of Practice or Orders pertaining to health and safety; and
- Sex Discrimination Act 1975, Race Relations Act 1976 and Disability Discrimination Act 1995, Equality Act 2010, Mental Capacity Act 2008 (each as subsequently amended) and any Codes of Practice issued by the Commission for Racial Equality, Equal Opportunities Commission, Disability Rights Commission or Department of Health.

- All other statutory provisions relating to the matters covered by this Agreement.

30 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

30.1 The Partners do not intend that any of the terms of this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

31 CONFIDENTIALITY

31.1 Each Partner will keep confidential the terms of this Agreement; and any and all Confidential Information that it may acquire in relation to any other Partner. Neither Partner will use the other Partner's Confidential Information for any purpose other than to perform its obligations under this Agreement. Each Partner will ensure that its officers and employees comply with the provisions of this Clause 29.

31.2 The obligations on a Partner set out in Clause 29.1 will not apply to any information which:

- Is publicly available or becomes publicly available through no act or omission of that Partner; or
- A Partner is required to disclose by order of a court of competent jurisdiction.

32 FREEDOM OF INFORMATION

32.1 The Partners all recognise that they may each be subject to legal duties which may require the release of information under FOIA 2000 or the Environmental Information Regulations 2004 or any other applicable legislation or codes governing access to information and that they may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under this Agreement in any way.

32.2 Notwithstanding anything in this Agreement to the contrary including, but without limitation, the general obligation of confidentiality imposed on the Partners pursuant to Clause 29 in the event that any Partner receives a request for information under the FOIA 2000 or any other applicable legislation governing access to information,

that Partner shall be entitled to disclose all information and documentation (in whatever form) as necessary to respond to that request in accordance with the FOIA 2000 or other applicable legislation governing access to information, save that in relation to any such information that is Exempted Information, that Partner shall use reasonable endeavours to consult the other Partners as soon as reasonably practicable and shall not:

- Confirm or deny that the information in question is held by any Partner; or
- Disclose the information requested,

To the extent that in the other Partner's opinion (having taken into account the views of the Partners) that exemption is or may be applicable in accordance with the relevant section of the FOIA 2000 in the circumstances.

32.3 In the event that any Partner incurs any costs, including but not limited to external legal costs, in seeking to maintain the withholding of the information, including but not limited to responding to information notices or lodging appeals against a decision of the Information Commissioner in relation to disclosure, that Partner shall indemnify the other Partners.

32.4 In the event neither Partner shall not liable to the other Partner for any loss, damage, harm or other detriment however caused arising from the disclosure of any Exempted Information or other information relating to this Agreement under FOIA 2000 or other applicable legislation governing access to information.

32.5 The Partners will assist each other to comply with their obligations under FOIA 2000 or other applicable legislation governing access to information. In the event that any Partner receives a request for information under the FOIA 2000 or any other applicable legislation governing access to information, and requires any other Partner's assistance in obtaining the information that is the subject of such request or otherwise, the other Partner will respond to any such request for assistance from the requesting Partner at its own cost and promptly and in any event within 10 days of receiving the Partner's request.

33 DISPUTE RESOLUTION PROCEDURE

33.1 At the first instance the Partners will use reasonable endeavours and act in good faith to resolve any disputes or claims that may arise in connection with this Agreement through the relevant Partners negotiating, represented by individuals at a senior level within the respective organisations.

33.2 If the negotiations referred to in Clause 33.1 should fail to resolve the dispute within 28 days the relevant Partners will consider attempting to resolve the dispute through the use of alternative dispute resolution techniques. If taking this route the Partners will seek assistance from the Centre for Dispute Resolution of London (CEDR) (or such other similar organisation as may be agreed) as to the suitable methods and personnel with which to conduct the proceedings.

33.3 In the event that any dispute is not resolved within 28 days of referral through the use of alternative dispute resolution as referred to in Clause 33.1 above or any Partner does not wish to use the alternative dispute resolution techniques then any Partner may seek legal redress through the exclusive jurisdiction of the English Courts. No Partner shall be prevented, by the inclusion of this Clause, from applying at any time to the English Courts for such interim or conservatory measures (including but not limited to injunctive relief or measures relating to the preservation of property) as may be considered appropriate.

34 WAIVER

34.1 The waiver by any Partner of any default by any Partner in the performance of any obligation of such other Partner under this Agreement shall not affect such first Partner's rights in respect of any such default or of any subsequent default of the same or of a different kind, nor shall any delay or omission of any Partner to exercise any right arising from any default affect or prejudice that Partner's rights as to the same or any future default.

35 ASSIGNMENT

35.1 The Partners will not be entitled to assign the benefit or delegate the burden of this Agreement without the prior written consent of the other Partners.

36 SEVERANCE

36.1 If any Clause, condition or part of this Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from this Agreement and will be ineffective without, as far as is possible, modifying any other provision or part of the Agreement and this will not affect any other provisions of this Agreement which will remain in full force and effect.

37 COMMENTS, COMPLAINTS AND REPRESENTATIONS

37.1 The Partners will agree a joint approach to the management of comments, complaints and representations that reflects their respective statutory requirements.

37.2 If a complaint is made to any Partner by a third party relating to the Services, the local government ombudsman, or health authority ombudsman may have the power to investigate such complaint.

37.3 The Council and the CCG will co-operate with any investigation undertaken by the respective Ombudsmen, including providing access to records of any sort and to officers as required for the purposes of interview.

37.4 Should a Partner be found guilty of mal-administration, or injustice by either Ombudsman in respect of a matter arising through the act, or default of the other Partner, it will indemnify the other Partner in respect of the costs arising from such mal-administration, or injustice.

38 TAXATION

38.1 Each of the Partners agrees to bear its own liability for any tax chargeable in respect of its activities under this Agreement.

39 TUPE

39.1 All persons providing the service pursuant to this Agreement shall be employed pursuant to a contract of employment or service with the agreed Partner and will unless otherwise specially agreed with another Partner shall be considered to be employees of the agreed Partner.

39.2 It is conceivable that a relevant transfer under TUPE could apply to some employees of the Partners who are engaged for a significant part of their time on Partnership business. The Partners acknowledge the possible application of TUPE and, where relevant, agree to take all necessary steps to ensure the transfer of any such employees if required by TUPE.

39.3 The Partners have not identified any employee whose employment will transfer between the Partners under TUPE as a result of this Agreement.

39.4 In the event that any person claims at any time that they anticipate that they will transfer or have transferred between Partners under TUPE as a result of this Agreement (the Claimant) whether such a claim is successful or not, the Party by whom the Claimant was employed immediately prior to the commencement of the Agreement (the Transferor) will indemnify the other Party (the Transferee) in full against all actions, proceedings, costs, claims, demands, awards, fines, orders, expenses and liabilities (including legal and other professional fees and expenses) (liabilities) arising directly or indirectly from any act, fault or omission of the Transferor during the period the Claimant was in the employment of the Transferor or incurred in connection with the transfer of the Claimant's employment to the Transferee under the TUPE Regulations or as appropriate, in connection with a claim that such a transfer should have taken place.

39.5 If a Claimant transfers from the Transferor to the Transferee under TUPE as a result of this Agreement or termination thereof then to the extent that the salary, national insurance contributions, pension contributions and any other costs associated with the employment of the Claimant by the Transferee for any period after the date of this Agreement cannot be met from the Partnership Budget the Partners will share the costs in the same proportions as the Financial Contributions of the Partners bear to each other.

40 COMPLETE AGREEMENT

40.1 This Agreement (including all schedules and appendices) constitutes the entire contractual relationship between the Partners in relation thereto and there are no representations, promises, terms, conditions or obligations between the Partners other than those contained or expressly referred to herein.

41 APPLICABLE LAW

41.1 This Agreement shall be governed by and construed in accordance with the laws of England and each of the Partners submits to the exclusive jurisdiction of the English Courts.

ATTESTATION:

AGREED by the Partners through their authorised signatories on the date set out at the head of this Agreement.

Signed on behalf of The Council of the City of Sunderland by	)	
Name	)	Fiona Brown
Position	)	Executive Director of Neighbourhoods
Dated	)	

Signed on behalf of Sunderland Clinical Commissioning Group by	)	
Name	)	Neil O Brien
Position	)	Accountable Officer
Dated	)	

SCHEDULE 1 - GOVERNANCE

Overview of Governance Arrangements

1. Introduction

1.1. Governance arrangements for the BCF are likely to evolve in response to developments within the health and social care landscape and governance arrangements will be reviewed on an annual basis

2. Health and Wellbeing Board (H&WB)

2.1. The H&WB has been constituted to comply with the requirements of the Health and Social Care Act 2012. The statutory functions of the H&WB contained within the Act are as follows:

2.1.1. To prepare Joint Strategic Needs Assessments and Joint Health and Wellbeing Strategies, which is a duty of local authorities.

3. All Together Better (ATB) Executive Group

3.1 The ATB Executive Group has been established as an alliance to undertake and be principally responsible for the overall integrated delivery, performance outcomes and general oversight of community care services. Consisting of both commissioners and providers, the executive group will ensure that there are appropriate arrangements in place to deliver its delegated functions effectively, efficiently and economically and complies with such generally accepted principles of good governance as are relevant to it.

3.2 It is a formally constituted group with responsibility to:

- Lead the strategic development of the alliance
- Oversee transformation programmes
- Ensure engagement and transparency in decision making at all times

3.3 The Executive Group has agreed terms of reference which sets out its roles and responsibilities to achieve the agreed vision and objectives of community services in Sunderland in line with its agreed scheme of delegation. Its membership includes:

Diagram 2: ATB Executive Group membership

Title – Representatives
General Practitioner Chair
Managing Director
CCG Clinical Lead
CCG Director Lead
ATB Director of Finance (fulfilled by the CCG Chief Finance Officer or Associate Director of Finance
Local Authority Commissioning Lead
Senior Responsible Officer for the General Practice Programme
Senior Responsible Clinician for the General Practice Programme
Senior Responsible Officer for the Mental Health, Learning Disabilities and Autism Programme
Senior Responsible Clinician for the Mental Health, Learning Disabilities and Autism Programme
Senior Responsible Officer for the Enhanced Primary and Community Care Programme
Senior Responsible Clinician for the Enhanced Primary and Community Care Programme
Senior Responsible Officer for the Intermediate and Urgent care Programme
Senior Responsible Clinician for the Intermediate and Urgent care Programme
Senior Responsible Officer for Integrated Health and Social Care Services Programme
Senior Responsible Clinician for Integrated Health and Social Care Services Programme
Director of Nursing and Quality
Medical Director (GP)

3.4 The Executive Group meets on a monthly basis and chaired by a GP. The ATB Managing Director has responsibility to oversee day-to-day delivery of operational duties.

3.5 Agendas are structured to deal with strategic, performance, quality, assurance, risk and governance issues, as well as patient experience. These arrangements meet the requirements of best practice guidance in respect of risk management and patient and public engagement and ensure that a robust assurance framework is in place and consistently reviewed.

3.6 The Executive Group provides assurance on ATB's finance and governance systems, financial information and compliance with laws, guidance, and

regulations governing the NHS in so far as they relate to ATB. It has an assurance and performance framework in place to support this governance framework.

3.7 ATB Governance Framework

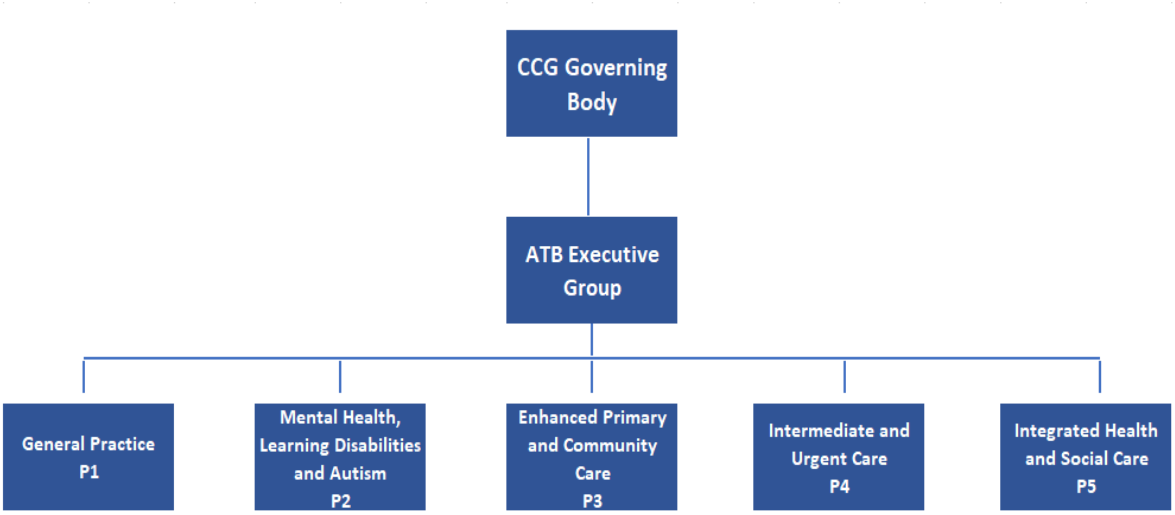
3.7.1 The ATB governance framework has been established to ensure the achievement of the ATB's vision for 'Better Health and Care for Sunderland'. It comprises of the systems, processes, culture and values to enable the Executive Group to monitor the achievement of its agreed objectives and ensure delivery of appropriate, cost-effective services for the residents of Sunderland.

3.7.2 To ensure effective governance arrangements are in place within ATB, the Executive Group and its programmes operate in such a way as to ensure it discharges its delegated functions appropriately and these are managed effectively.

3.8. Governance Operating Model

3.8.1 The ATB governance operating model (system of internal control) is the set of processes and procedures in place to ensure delivery of its aims and objectives. This model is designed to identify and prioritise risks, evaluate the likelihood of those risks materialising and their impact if they do, and to manage them efficiently, effectively and economically to a reasonable level.

3.8.2 The ATB governance operating model (diagram below) has been established to ensure there are robust reporting mechanisms and clear lines of accountability in place to provide assurance to the CCG Governing Body and Boards of the Alliance member organisations that the Executive Group is discharging its activities and functions effectively.



SCHEDULE 2 - QUALITY

1. Introduction

1.1 A well established collaborate approach to managing and monitoring quality in services currently exists between Sunderland City Council (SCC) and Sunderland Clinical Commissioning Group (SCCG). This has been predominantly focused on the care home market and services that are supporting people who have been assessed as requiring Continuing Health Care (CHC) funding. The Better Care Fund (BCF) is inclusive of services that are broader than the current scope of collaborative working and consequently the approach taken forward by SCC and SCCG will include all health and social care providers that deliver an out of hospital service, who are governed as part of the Care Packages Programme Group.

2. Approach to Managing Quality

2.1 SCC and SCCG have a number of joint and individual governance arrangements currently established (as set out in Section 3) whereby collaborative discussions and ways of working are clarified and agreed. There has been a positive move from organisations working in isolation of each other when proactively and reactively dealing with quality concerns to an approach which involves joint decision making and allocation of resource and time and the agreement to implement a joint quality framework that will meet both health and social care outcomes.

2.2 As previously mentioned, a joint quality framework and suite of tools to managing quality has been developed which includes agreed joint outcomes to be achieved but with the flexibility that allows it to be amended to fit the market it's being implemented in if required. The framework has informed the development of a set of local quality requirements (Appendix 1) for Commissioners and Providers and this underpins the focus of the Care Packages Quality Review Group which sits as part of the wider joint governance arrangements overseeing the Quality agenda.

3. Governance and reporting arrangements for Quality

3.1 The current governance arrangements in place which have oversight of the quality model and outcomes include:

Sunderland City Council

Health and Wellbeing Board
Sunderland Safeguarding Adults Board
Health and Well Being Scrutiny Committee
Chief Officers Group
Directorate Management Team/Senior Management Team Meetings
Portfolio Holder Meetings
Formal Contract Management Processes
Relationship Management Meetings
Individual Provider Meetings
Social Work Review Process
Regional Networks e.g. ADASS Regional Commissioners Meetings
Provider Forums
Scheduled meetings with CQC
Collaborative meetings with SCCG and health partners

Sunderland Clinical Commissioning Group

Governing Body
Executive Committee
Quality & Safety Committee

Director's & Senior Team Meeting

Heads of Service Meeting

Finance/Budget Reporting Meeting

SDG Productivity Leads Meeting

Communication & Engagement Committee

Joint Arrangements – SCC and SCCG

Care Packages Programme Group

Care Packages Market Development Task and Finish Group

Care Packages Quality Review Group

ATB Programme 2

ATB Programme 3

ATB Programme 5

4. Commissioning for Quality

4.1 A collective approach to commissioning high quality services will be established through the stated governance arrangements and a set of joint principles and ways of working will underpin how the following functions are jointly taken forward:

- Benchmarking good practice
- Market stimulation and engagement
- Joint commissioning intentions that meet health and social care outcomes
- Service planning/design/development
- Planning capacity /understanding and managing demand
- Procurement and Contracts; achieving best value for money
- Engagement, monitoring and evaluation of Services
- Decommissioning processes
- Prevention and management of provider/market failure
- User and public consultation and engagement

APPENDIX 1 – LOCAL QUALITY REQUIREMENTS

Safety

Quality Requirement	Threshold	Measurement	Quality Review Group (QRG)
Development of an Integrated dashboard between the Clinical Commissioning Group (CCG) and the Local Authority (LA)	The dashboard will be discussed at Quality Review Group (QRG) meetings and used as part of the quality report to the various committees within the CCG, LA and All Together Better (ATB)	1. The integrated dashboard will give professionals access to valuable information captured at a local level, in a visual and practical format 2. This will enable early information to be viewed , highlighting early warning signs and areas of concern at a glance, and area of good practice 3. This will ensure that any concerns are addressed in a timely manner and potential quality assurance visit to be undertaken	1. Need to establish accessible platform for joint Quality Dashboard 2. High level themes to be identified to the group 3. Any outstanding actions required to be agreed and responsibility allocated by the group with feedback/update interval agreed
Workforce planning in commissioned services	The providers will report on the following:- • Sickness and vacancies • Rate of agency staff used • Recruitment • Appraisal • Revalidation of nurses	1. Provider workforce plans to be shared with LA and CCG at the Quality Review Group and specific risks and proposed recommendations and actions from Provider discussed by exception	1. Themes and trends to be discussed with specific risks identified and proposed actions and potential additional recommendations from Quality Review Group
Providers are required to provide evidence of training and development of all staff with regards to key clinical skills and competencies, e.g. management of Dementia and challenging behaviour, continence , falls and mobility, wound care, nutrition, dietetics	Training programmes to be reviewed annually as part of the Quality Review Group work Compliance rates of Statutory Mandatory Training Appropriate specialist training is evidenced as complete this includes	1. Providers to report delivery of agreed programme and numbers of staff attending training sessions 2. Providers to report on compliance rates of statutory mandatory training 3. Providers to commit to participating in any study days and network development meetings and	1. The Quality Review Group to view, analyse and consider themes and trends and make any recommendations to organisations/Providers

Quality Requirement	Threshold	Measurement	Quality Review Group (QRG)
	Percutaneous Endoscopic Gastrostomy (PEG), commencing and maintenance of a syringe driver, urinary and supra pubic catheterisation (male and female)	disseminate the information to staff members who are unable to attend	
Providers have in place policies and protocols for safeguarding adults and children which incorporate the local requirements set out by the SSAB and SSCP and which include reference to the Mental Capacity Act.	Providers demonstrate compliance with safeguarding legislation, guidance and local multi agency procedures	1. Safeguarding will be included in the quarterly integrated dashboard which will include: • Details of specified organisational leads; • Policy and procedural compliance; • Training compliance for safeguarding adults and children training against a specified organisational target. • Activity in relation to the number safeguarding adult and safeguarding children referrals made by the organisation. • Activity in relation to MCA DoLS/LPS applications and authorisations 1. 2. Representative sample of training records will be reviewed on behalf of the Quality Review Group, annually. 3. An annual review of safeguarding board/partnership performance activity to identify any emerging issues, themes or trends which need to be addressed or managed.	1. Need to establish platform for joint Quality Dashboard 2. Information from the Safeguarding Adults Board to be fed into the Quality Review group. for information and consideration of any further actions required

Quality Requirement	Threshold	Measurement	Quality Review Group (QRG)
There is robust incident reporting within all commissioned services	The providers must operate an internal system to record, collate and implement learning from all incidents	1. Representative sample of incidents recorded will be reviewed at the Quality Review Group, monthly. 2. This will include incidents by category e.g. falls, pressure damage, infections, any themes or trends, actions taken and lessons learnt. 3. Actions taken as a result of the learning from incidents.	1. Patterns/trends and actions from safeguarding/quality to be reported to Quality Review Group by exception for information and consideration of any further recommended actions
Providers are compliant with Infection Prevention and Control practices	Notification of infectious outbreaks to be reported to Public Health England	1. Reporting of any outbreaks will be completed in real time 2. Outbreaks reported will be communicated from Public Health England to the LA and CCG and analysed to monitor any themes and trends	1. Information to be reported by exception to the Quality Review Group where any appropriate actions will be considered
Providers have in place robust policies for medicines management and training of staff in administration of medication	To ensure that all staff are adequately trained in the administration of medication Ensure that all nursing staff have received appropriate training and are competent to administer drugs via a syringe driver	1. Annual review of training will include medication training and staff competencies to be reviewed at the Quality Review Group	1. To be reported to Quality Review Group by exception

Patient Experience

Quality Requirement	Threshold	Measurement	Quality Review Group (QRG)
Providers undertake yearly Resident/Service user/Patient feedback	Undertake annual resident/service user/patient feedback surveys Undertake relatives/carers annual feedback	1. Representative sample of satisfaction surveys including resident/service user/relatives and carers feedback to be reviewed annually at the Quality Review Group	1. Analysis resulting in Themes and trends to be reported to the Quality Review Group
Providers undertake yearly staff experience feedback	Undertake annual staff experience feedback to assess staff satisfaction	1. Representative sample of staff satisfaction surveys to be reviewed at the Quality Review Group annually	1. Analysis with resulting themes and trends to be reported to the Quality Review Group
Providers to report to the LA and CCG on a quarterly basis access to a sample of complaints letters and responses	Representative sample to be reviewed quarterly, at the Quality Review Group which will look at themes and trends	1. Representative sample from all providers to be made available to the LA and CCG to review this will include evidence of internal self-assessment on a quarterly basis	1. Analysis with resulting themes and trends to be reported to the Quality Review Group

Clinical Effectiveness

Quality Requirement	Threshold	Measurement	Quality Review Group (QRG)
Care Quality Commission (CQC) will alert LA and CCG of any visits, reports, closure of services and action plans in real time	Ensure that providers are registered with the CQC and compliant with CQC core standards	1. Assessment of received reporting requirements 2. Communication with LA and CCG when visits occur –in real time and subsequent feedback, publication of reports and any action plans in place as a result of findings 3. Actions to assess compliance with new inspection framework including Fit and Proper person assessment	1. The Quality Review Group will strategically analyse CQC information and reports with overarching view on local provision
There is a robust process in place within the CCG and LA for when providers no longer provide care and support to residents /service users.	Local Guidance will be in place for when care homes, domiciliary care providers and supported living cease to provide a service. This will assist in the co-ordination of appropriate action, avoid duplication and prevent confusion in managing closures of services	1. Any closure of services will be discussed monthly at the Quality Review Group meetings 2. CCG and LA will work together to minimise disruption to residents, relatives and service users when services no longer provide care	1. Information to be discussed at Quality Review Group and any actions agreed, ensuring triangulation of information with appropriate professionals and organisations
Specific audit and compliance programme in place for all commissioned services who provide care to residents/service users using the Quality Framework	Quality framework audit programmes to be integral to the Market Development Group, and the Quality Review Group meetings which will include feedback on completed audits, outstanding audits and any action plans in place. Results of the audits are collated within one report to the CCG Quality Safety Committee, LA committees, ATB Executive Board	1. Rolling audit programme in place bi-annually for commissioned services, this will provide transparency in service provision and provide robust monitoring in promoting consistent quality improvement across the market 2. Updates on performance reported to the Market Development Group and Quality Review Group 3. Updates on any actions identified within the audits and action plans in progress	1. Audit outcomes, themes and trends to be presented to the Quality Review Group for information 2. Actions plans to be discussed at Quality Review Group by exception

Quality Requirement	Threshold	Measurement	Quality Review Group (QRG)
Local and National Dementia Strategy in place within commissioned services as appropriate	Providers to feedback to the LA and CCG on delivering the requirements of the national and local dementia strategy	1. Providers to provide progress report annually against their local and national dementia strategy	1. Overview report of progress to be presented to QRG
Providers are proactive in reducing delayed transfers of care	Reporting of delayed transfers of care by category e.g. medical deterioration , awaiting place funding	1. Delayed transfers of care will be discussed monthly at the Quality Review Group as part of the trusted assessor pilot	1. Overview and any actions provided to the QRG for information.
Continuing healthcare (CHC) processes for identification of individuals potentially eligible for CHC or funded nursing care in line with Sunderland CCG framework	Completion of assessment processes and referral within timescales as per framework	1. Exception reporting through the Quality Review Group quarterly 2. Proportion of residents, patients and service users for whom a package of care is agreed within categories of care be reported quarterly to the Quality Review Group 3. Nos of fast Tracks accepted to be reported against national key performance indicators quarterly to the Quality Review Group. 4. Number of assessments carried out over the 28 days timeframe to be reported to the Quality Review Group 5. Number of PHB's against projection to be reported to the Quality Review Group quarterly	1. Department of Health and NHSE Key performance indicators to be highlighted from the NHSE/I quarterly report system 2. Any action plans required to be shared by exception to the Quality Review Group
Providers to demonstrate the reduction in the number of admissions to hospital from care homes	Ongoing measurement of the amount of emergency admissions from care homes to hospital	1. A quarterly report will be provided to the Quality Review Group detailing the number of admissions from care homes and the rationale for admission	1. Reported to the Quality Review group for information

Quality Requirement	Threshold	Measurement	Quality Review Group (QRG)
People who are identified as End of Life are able to die in their preferred place of death	All residents/service users who are identified as being in the last year of life have a personalised advanced care plan in a format agreed with the resident/relative or carer All residents/service users must have in place an end of life care plan detailing their preferred place of death.	1. Quality framework audits will demonstrate the percentage of residents/service users who have died in their preferred place as detailed within their care plan. 2. The audit will also demonstrate those residents/service users who had a personalised care plan in place	1. Quality Framework Audit report to be presented to the Quality Review group for information. 2. The Quality Review group will be assured of triangulation of information to End of Life programmes.
Quality Review Group meetings to be scheduled monthly	Meetings will provide a holistic overview of commissioned services Detailed terms of reference in place The meetings will enable closer liaison with LA and the CCG and operational and strategic partners	1. Quality review group meetings will have a specific agenda, cycle of business, terms of reference and formal minutes detailing matters discussed and agreed with the potential to develop an action plan	1. Agenda will be agreed by the Group ahead of the meeting 2. Terms of reference will be reviewed as identified as required or at least yearly by the Quality Review Group. 3. Minutes of the meeting will be produced and agreed at the next meeting. 4. Any actions required from the Quality Review Group meeting will have a clear action plan, timescale and responsibility.

SCHEDULE 3 – FINANCIAL ARRANGEMENTS, RISK SHARE & OVERSPENDS

1. Financial Governance

1.1. The following financial governance arrangements will apply:

1.1.1. The Services shall be procured in accordance with the procurement processes polices and governance arrangements of the designated Scheme Host.

1.1.2. Decisions made by members of the ATB Executive Group may need to be approved by the Council and the CCG, as the case may be, if they exceed the delegated authority provided to the ATB Executive Group or of those individuals representing the CCG or the Council.

1.1.3. Partners shall not make any decision, which would require the other Partner to incur a financial commitment. All financial commitments require individual organisational agreement in line with the relevant Partners scheme of delegation where the financial liability will be incurred.

2. Financial Governance Arrangements

2.1. The overall responsibility for oversight of the operational and financial delivery associated with the BCF will be joint with the Council and the CCG. For the purposes of the agreement the ATB Executive Group will operate as the management board of the S75 agreement.

2.2. The Cabinet of the Council and the CCG Governing Body will approve the annual BCF narrative and financial plan and the respective organisations contributions. The ATB Executive Group will approve the operational / delivery plans for the schemes set out within the agreement.

2.3. The Partners agree to that responsibility for delivery of the BCF objectives shall rest with the ATB Executive Group. The ATB Executive Group will be responsible for overseeing the performance of the delivery of the BCF and will be responsible for reporting performance and delivery to the ATB Executive, H&WB, the Council and to the CCG.

2.4. The ATB Executive Group is required to provide assurance that the ATB is operating within a sound and effective financial control environment. The delegated authority limits for the ATB have been agreed with the Governing Body for 2021/22 and the ATB is not permitted to approve expenditure above the approved budget as set out by the CCGs Governing Body. The detail of this is included within the ATB Financial Framework.

3. The Pooled Budget Manager

3.1. The Council will be the Lead Partner for the Pooled Budget.

3.2. The ATB Executive will be responsible for monitoring Pooled Budget spend.

3.3. The Partners, shall apply all relevant parts of their Constitution, Standing Orders, Financial Procedure Rules, Codes of Conduct and other relevant regulations to the management of the Pooled Budget;

3.4. The Partners will provide financial, administrative and other relevant support to enable effective and efficient management of the Pooled Budget;

3.5. The ATB Executive will be responsible for the production of the Pooled Budget accounts and to create and maintain a clearly identifiable accounting structure to ensure effective monitoring and reporting of the Partnership;

3.6. The ATB Executive will introduce effective external audit arrangements which take account of guidance previously issued from the Audit Commission and Section 75 Partnership Arrangements published by the Department of Health and Social Care;

3.7. The ATB Executive will ensure the production of a Year-End Report account showing income received, expenditure and any balance remaining in the Pooled Budget, such report to be provided to the Partners for inclusion in their statutory accounts, in accordance with timetables of Partners;

3.8. The Lead Partner will arrange for the audit of the accounts of the Pooled Budget arrangements and shall require the Audit Commission to make arrangements to certify an annual return of those accounts under section 28(1)(d) of the Audit Commission Act 1998.

3.9. Partners will have regard to HM Revenue and Customs requirements regarding VAT aspects of the Partnership;

3.10. The Partners will include in their annual reports an account of the Partnership Arrangements in relation to activities and achievements, financial position and performance. The ATB Executive will ensure such an account is available in good time for each Partners annual report.

3.11. The Lead Partner will lead and coordinate the provision of Income and Expenditure monitoring and forecasting and other financial management and relevant performance information which jointly approved by both Partners as a true and fair view prior to dissemination as follows:

i. Information to the ATB Executive – Monthly.
ii. Information to the CCG Executive Committee – monthly
iii. .Information to the Council Cabinet, CCG Governing Body and the Health & Well Being Board – Quarterly

3.12. The ATB Executive shall undertake reasonable endeavours to ensure that:

i. The Programmes discharge their responsibilities effectively

ii. Adequate arrangements are made to discharge the responsibilities of the Programmes during any periods of absence, which may include but are not limited to sickness, maternity/paternity leave, and staff vacancy.

b. The ATB Executive Group shall recommend those items of expenditure, which are or are not properly chargeable to the Pooled Budget. Unresolved disputes will be escalated to the for resolution and if not resolved within 28 days, the Partners shall refer to the Dispute Resolution Procedure set out a clause 37.

Performance Reporting and Non-financial reporting

3.14 The Lead Partner will lead and coordinate the provision of the reporting of relevant performance indicators and progress against plans and expected outcomes within the schemes which will be jointly approved by both Partners as a true and fair view prior to dissemination as follows:

i. Information to the ATB Executive – Monthly.
ii. Information to the CCG Executive Committee - Monthly
iii. .Information to the Council Cabinet, CCG Governing Body and the Health & Well Being Board – Quarterly

4 The Scheme of Delegation

4.1 All commitments will require approval within each Partners individual scheme of delegation prior to the enactment in the BCF. Partners will not be permitted to commit expenditure on behalf of each other until approval through the individual organisational governance structures in line schemes of delegation.

4.2 ATB Executive Group voting members will be required to gain assurances from their respective organisations to confirm they can approve such expenditure and that decisions are made and ratified in accordance with each partner's scheme of delegation before being approved by the ATB Executive.

4.3 Every effort should be made by members of the ATB Executive Group to ensure that all relevant stakeholders have been consulted with before an investment decision is made.

4.4 For the CCG the Governing Body will be required to approve any investment, new expenditure or virements relating to the CCGs contribution to the pooled budget, over £5 million from or to the BCF and the Executive Committee will be required to approve any amounts between £1 million and £5 million. Where services are in the scope of the ATB and funding is available, the CCG Governing Body has delegated authority to the ATB Executive Group of up to £5 million for decision making purposes. All funding decisions will need a clear and agreed funding source.

4.5 For the Council, if new expenditure or virements are outside the portfolio of adult social care, the Cabinet will be required to approve new expenditure or virements

on the Council's contribution to the pooled budget over £1 million from or to the BCF. All funding decisions regardless of portfolio source will need a clear and agreed funding source.

5 Managing Financial Performance

5.4 The ATB Executive is responsible for the delivery of the program objectives agreed by the CCG and Council within the resources allocated.

5.5 The following section describes how the financial position of the BCF will be managed in line with the delegated responsibilities.

5.5.1 The BCF is expected to operate within the financial resources that have been allocated to them from each Partner. Cross subsidisation of services from Partners contributions will not be permissible unless agreed by both organisations and sign off via the ATB Executive Group. Sharing of under and overspends will continue to operate for Community Equipment Services.

5.5.2 Regular quarterly reports on financial performance including year to date variances and forecast variances will be provided by the ATB Executive to the H&WB, the Cabinet of the Council and the CCG Governing Body utilising the standard national BCF reporting format in a timely manner and no later than 60 calendar days of quarter end. The H&WB will sign off quarterly reports.

5.5.3 Partners will provide transparency of any and all transactions attributed to the BCF to the ATB Executive Group, , the statutory partners and the ATB Executive on request and will respond with any information requests within 14 calendar days

5.5.4 The ATB Executive will be responsible for the budgets that have a number of pre-commitments. It will be essential that the managers gain assurance on any pre-commitments and to work with colleagues to ensure that the BCF resources are used effectively and efficiently.

5.5.5 ATB Executive will need to ensure that all of the commitments are supported by formalised contractual arrangements where appropriate. These arrangements will include clear service specifications, financial commitments, contractual activity and key performance indicators (KPIs).

5.5.6 All future commitments will need to be supported by a service specification and a contract with clear financial values, activity targets and KPIs where appropriate.

5.5.7 Each Partner will be responsible for its own cost reduction targets.

SCHEDULE 4 – BETTER CARE FUND PLAN

Sunderland 2021/22 Better Care Fund Plan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Sunderland 2021/22 Better Care Fund Budget

Taken from the BCF Plan submission for 2021/22

Brief Description of Scheme	(All)					
Sum of Expenditure (£)	Column Labels					
BCF Area	Minimum CCG Contribution	Additional CCG Contribution	Additional LA Contribution	DFG	iBCF	Grand Total
Mental Health, Learning Disabilities and Autism		£67,239,322	£40,848,956		£3,293,500	£111,381,778
Community Based Schemes			£40,848,956		£3,293,500	£44,142,456
Other		£67,239,322				£67,239,322
Enhanced Primary and Community Care	£7,904,365	£27,334,590				£35,238,955
Community Based Schemes	£7,904,365	£27,334,590				£35,238,955
Intermediate and Urgent care	£6,531,160	£9,098,055			£1,808,872	£17,438,087
Bed based intermediate Care Services	£1,867,870	£2,024,093				£3,891,963
Community Based Schemes					£1,808,872	£1,808,872
High Impact Change Model for Managing Transfer of Care		£776,956				£776,956
Other	£35,444	£5,064,551				£5,099,995
Reablement in a persons own home	£4,627,846	£1,732,455				£6,360,301
Integrated health and Social Care	£11,653,697	£26,475,249	£26,360,071		£13,032,051	£77,521,068
Assistive Technologies and Equipment	£1,809,687					£1,809,687
Care Act Implementation Related Duties	£901,000	£100,004				£1,001,004
Carers Services	£92,000					£92,000
Community Based Schemes	£8,851,010	£3,684,302	£26,360,071		£13,032,051	£51,927,434
Home Care or Domiciliary Care		£22,690,943				£22,690,943
Disable Facilities Grant				£4,055,399		£4,055,399
DFG Related Schemes				£4,055,399		£4,055,399
Grand Total	£26,089,222	£130,147,216	£67,209,027	£4,055,399	£18,134,423	£245,635,287

SCHEDULE 5 – PERFORMANCE ARRANGEMENTS

Introduction and Purpose

1.1 The purpose of this Performance Framework is to set out the process through which the Partners shall formally:

(a) monitor and review the performance of their obligations under this agreement;

and

(b) hold the Partners to account in respect of such performance.

1.2 Performance arrangements remain aligned to the ATB performance and outcomes framework for 2021/22. This includes the alignment of key performance indicators in the CCG NHS Single Oversight Framework (SOF) and Better Care Fund (BCF) metrics for 2021/22.

2 The Parties:

2.1 Recognise the importance of the behaviour of senior staff within their respective organisations for the purposes of them working together to establish and maintain a good and cohesive working relationship in respect of the delivery of the Services and the performance by the Partners of their respective obligations under this Agreements.

2.2 Shall use all reasonable endeavours to ensure that senior staff within their respective organisations who are tasked with dealing with matters associated with this Agreement act in a manner that is conducive to establishing and fostering a successful and cohesive working relationship between the Partners for the purposes of managing any performance issues that may arise.

2.3 Persons act in good faith in a manner that is conducive to successful partnership working and collaboration in respect of the Services and the performance of this Agreement

Performance issues are:

a) dealt with at the appropriate level within the senior management of the respective Parties as soon as possible; and

b) resolved quickly, amicably and appropriately at the earliest possible opportunity.

3 Agreement of Performance Indicators

3.1 The partners will on an annual basis review and agreed the performance indicators by which the agreement will be measured and monitored.

3.2 Where appropriate a target performance level against which the partners will be measured will be agreed. Where those measures are also included in the BCF the target will be aligned to that within the BCF.

4 Performance Monitoring

4.1 Performance will be monitored on a monthly basis throughout the course of the agreement, aligned to ATB reporting processes.

4.1 Performance reports will be provided monthly to ATB Executive Group.

4.2 The Performance Report shall contain, as a minimum, the following information:

a) for each Performance Indicator, the actual performance achieved over the applicable Reporting Period that falls within the relevant Service Period;

b) where the Partners fail to achieve any Target Performance Level during the applicable Reporting Period, the reasons will be considered and appropriate action agreed.

c) any issues associated with the Partners performance of its obligations under the Agreement including the responsibilities and dependencies (where applicable).

SCHEDULE 6 - INFORMATION GOVERNANCE PROTOCOL

1. Introduction

1. The aim of this Information Governance Protocol is to ensure that the Partners sharing and exchanging personal information to support the Better Care Fund (BCF) Section 75 Agreement, can provide assurance that they have effective Information Governance requirements in place.

2. Partners must ensure that they have read and comply with this agreement and their own Information Governance policies and procedures.

3. The Partners hold sensitive and confidential information about individuals and are bound by the requirements of the General Data Protection Regulation 2018 (GDPR) and Data Protection Act 2018 (DPA18). When sharing data, Article 5(1)(f) of the GDPR must be adhered to:

4. *"Personal data shall be: processed in a manner that ensures appropriate security of the personal data, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures."*

5. Furthermore, under Article 5(1)(a) of GDPR, personal information must be processed lawfully, fairly and in a transparent manner. This is also emphasised by Public Service Network (PSN) requirements, the NHS Data Security and Protection Toolkit requirements and the Confidentiality: NHS Code of Conduct (2003).

6. The Partners are under a common law duty to ensure that confidential information is protected from inappropriate disclosure.

7. Partners recognize they act as joint Data Controllers under Article 26 of the GDPR, and are responsible for providing the appropriate security to the information they process and for responding to data subjects' requests to exercise their rights.

2. Legislation and guidance

1. The following is a list of legislation and guidance for safeguarding personal identifiable, confidential and sensitive information:

- Data Protection Act 2018
- UK General Data Protection Regulation 2021

- Freedom of Information Act 2000
- Environmental Information Regulations 2004
- Computer Misuse Act 1990
- Human Rights Act 1998
- Common Law Duty of Confidentiality
- Re-use of Public Sector Information Regulations 2015
- Privacy and Electronic Communications Regulations 2003
- Confidentiality: NHS Code of Practice 2003
- Caldicott Principles
- Records Management: NHS Code of Practice 20021
- NHS Care Records Guarantee, Commitment 9
- Information Security Management NHS Code of Practice 2007
- Information Governance Toolkit (Department of Health/ Health and Social Care Information Centre)
- Serious Incident Framework: Supporting learning to prevent recurrence 2015
- PSN Code of Connection 2017 (where relevant)

3. Data Security and Protection Toolkit

1. The Partners should be able to demonstrate achievement of, or that they are working towards achieving, the standards outlined in the NHS Data Security and Protection (DSP) Toolkit. This is a mandated framework to help organisations comply with Information Governance legislation and the Law. It is expected that organisations are compliant against all relevant requirements applicable to it, if they:

a. Have access to personal/ sensitive/ confidential information via N3 connection.
b. Have access to personal/ sensitive/ confidential information via other means of access – on site, paper copies.

2. Where a Partner has not achieved the minimum requirement, a plan may be made in mutual discretion between the Partners to obtain the necessary assurances that there are adequate data protection and security arrangements in place (see Section 7 on Monitoring and Review).

4. Data Protection and Information Security

<u>Notification</u>

1. All Partners must ensure that they are registered with the Information Commissioners Office under the Data Protection Act 2018.

2. All Partners must ensure that they have a nominated Data Protection Officer as required under UK GDPR.

<u>Technical and organisational measures</u>

3. All Partners must put in place technical and organisational measures against any unauthorised or unlawful processing of personal data, and

against any accidental loss or destruction of or damage to such personal data.

4. Partners must take reasonable steps to ensure the reliability of staff who will have access to personal data, and ensure that their staff are aware of, and trained in, their policies and procedures relating to Information Governance.

5. Security measures should include as a minimum:

    1. Statements, codes or certification schemes regarding information security.
    2. Controls for physical security and access control.
    3. Ensuring Business Continuity is implemented.
    4. Information governance training and awareness for staff.
    5. Incident reporting procedures.

5. Records Management

1. The international standard for Records Management, defines a record as “information created, received and maintained as evidence, and as an asset, by an organization or person, in pursuit of legal obligations or in the transaction of business.” All records need to be managed in a way that allows the information contained within them to be available when and where they are needed. Partners must strive to adhere to their relevant codes of practice when it comes to records retention.

2. Partners should maintain Records Management Policies and Retention Schedules.

6. Incident Reporting

1. If a Partner experiences an Information Incident, as well as exercising its own Incident Reporting procedures, the Partner should inform the other Partner at the earliest opportunity and no later than 48 hours. This includes data breaches that would need to be reported to the ICO.

7. Monitoring and Review

1. Partners should co-operate to allow for audits and inspections of each other’s processing of personal information, or to have those audits carried out by a third party. Monitoring and reviews are designed to ensure that the services in question are being delivered securely and confidentially and that controls are adhered to.

2. On request, a Partner must supply or permit inspection of their information governance and security policies, procedures, training records and/or controls to ensure they are acceptable, complete and

up to date. If these are not in place, Partners should work together to assist with training and development of such policies/ procedures.

3. Where a Partner has assessed itself meeting the requirements to an appropriate level and has recorded its assessment within the DSP Toolkit, this must be available for inspection by the other Partner to assess assurances that Information Governance standards are being met. Alternatively, an independent certificate could be provided by the Partner (for example, ISO 27001 certification).

This Protocol should be reviewed annually and whenever there is any substantial change to processing under the S75 Agreement.

SCHEDULE 7 – All Together Better PORTFOLIO

The portfolio is a list of service lines and contracts only due the financial arrangements for 2021/22. It is subject to change.

ATBA_Portfolio_v5_2021.xlsb

SCHEDULE 8 – COVID HOSPITAL DISCHARGE PROTOCOL

Hospital Discharge Protocols
Sunderland City Council

Sunderland CCG

1. Funding

This section will describe the agreements reached between Sunderland City Council and Sunderland CCG on allocation of funding following hospital discharge, which have been agreed with the NHSE Regional advisor.

Hospital Discharge and Step Up (the same principles, however Step Up is subject to further
advice from regional NHSE due to the level of information in the current guidance, but works on the principal of an urgent response being required to a request for support within 2 hours).

No services in place prior to admission to hospital. Discharged into any community service at any level will be covered for up to 6 weeks central funding for the full costs.

No services in place prior to admission to hospital. Discharged to rehab currently funded by current arrangements (ICAR/Farmborough/R@H)/Alex View/The Mews reablement beds then on to community services at any level. Rehab will continue to be funded for current arrangements. Therefore, community services can be funded for full cost for up to 6 weeks from central fund.

Community Services in place prior to admission to hospital. Discharged to reduced level of community services. Services will be funded from pre-hospital funding arrangements (unless NHS funded then clock restarts under schemes 1and 2 with up to 6 weeks from central funding).

Community Services in place prior to admission to hospital. Discharged to same level of community services. Services will be funded from pre-hospital funding arrangements (unless NHS funded then clock restarts under schemes 1 and 2 with up to 6 weeks from central funding).

Community Services in place prior to admission to hospital. Discharged to an increased level of community services. Additional service (increase) will be funded for up to 6 weeks from central fund (unless NHS funded then clock restarts under schemes 1 and 2 with up to 6 weeks central funding).

Community Services in place prior to admission to hospital. Discharged to rehab currently funded by current arrangements (ICAR/Farmborough/R@H/Alex View/The Mews reablement beds) then on to community services at same level. Rehab will continue to be funded for current arrangements and community services funded from pre-hospital funding arrangements (unless NHS funded then clock restarts under schemes 1 and 2 with up to 6 weeks central funding for full package).

Community Services in place prior to admission to hospital. Discharged to rehab currently funded by current arrangements (ICAR/Farmborough/R@H)/Alex View/The Mews reablement beds) then on to community services at reduced level. Rehab will continue to be funded for current arrangements and community services funded from

pre-hospital funding arrangements (unless NHS funded then clock restarts under schemes 1 and 2 with up to 6 weeks central funding for full package).

Community Services in place prior to admission to hospital. Discharged to rehab currently funded by current arrangements (ICAR/Farmborough/R@H/Alex View/The Mews reablement beds) then on to community services at increased level. Rehab will continue to be funded for current arrangements and additional (increase) community services funded up to 6 weeks from central fund (unless NHS funded then clock restarts under schemes 1 and 2 with up to 6 weeks central funding for full package).

No services in place prior to admission to hospital. Discharged into any Temp/Permanent care placement at any level will be covered for up to 6 weeks central funding for the full costs.

No services in place prior to admission to hospital. Discharged to rehab currently funded by current arrangements (ICAR/Farmborough/R@H/Alex View/The Mews) then on to temp/permanent care placement. Rehab will continue to be funded for current arrangements and temp/permanent care placement will be funded in full up to 6 weeks from central fund.

Community services in place prior to admission to hospital. Discharged into any Temp/Permanent care placement at any level will be covered for up to 6 weeks central funding for the full costs.

Community services in place prior to admission to hospital. Discharged to rehab currently funded by current arrangements (ICAR/Farmborough/R@H/The Mews/Alex View rehab beds) then on to temp/permanent care placement. Rehab will continue to be funded for current arrangements and temp/permanent care placement will be funded in full up to 6 weeks from central fund.

Permanent care placement in place prior to admission to hospital. Discharged to same level of permanent care (Residential/Nursing/EMI). Services will be funded from pre-hospital funding arrangements (unless NHS funded then clock restarts under schemes 1 and 2 with up to 6 weeks central funding for full package).

Permanent care placement in place prior to admission to hospital. Discharged to higher level of permanent care (Residential to Nursing/EMI). Services will be funded up to 6 weeks in total from central fund.

Permanent care placement in place prior to admission to hospital. Discharged to rehab currently funded by current arrangements (ICAR/Farmborough/R@H/ The Mews/Alex View reablement beds) then on to temp/permanent care placement at same level. Rehab will continue to be funded for current arrangements and temp/permanent care placement will be funded from pre-hospital funding arrangements (unless NHS funded then clock restarts under schemes 1 and 2 with up to 6 weeks central funding for full package).

Permanent care placement in place prior to admission to hospital. Discharged to same level of permanent care (Residential/Nursing/EMI) with additional one to one.

Services will be funded from pre-hospital funding arrangements for placement and one to one funded up to 6 weeks from central fund (unless NHS funded then clock restarts under schemes 1 and 2 with up to 6 weeks central funding for full package).

Permanent care placement in place prior to admission to hospital. Discharged to higher level of permanent care (Residential to Nursing/EMI) with additional one to one. All services will be funded up to 6 weeks in total from central fund.

Permanent care placement in place prior to admission to hospital. Discharged to rehab currently funded by current arrangements (ICAR/Farmborough/R@H/The Mew/Alex View reablement beds) then on to temp/permanent care placement at same level plus additional one to one. Rehab will continue to be funded for current arrangements and temp/permanent care placement will be funded from pre-hospital funding arrangements additional one to one funded up to 6 weeks from central fund (unless NHS funded then clock restarts under schemes 1 and 2 with up to 6 weeks central funding for full package).

Where customer is discharged from hospital and is identified as a potential fast track a CHC fast track checklist is completed on day of discharge and submitted for a decision. Irrespective of whether services are in place prior to admission on discharge where a fast track checklist is completed the placement will be NHS funded (Covid scheme 2). Once the fast rack is confirmed by the CCG the placement costs convert to CHC funded and remain so until a review dictates a change.

Organisation	£
Sunderland Clinical Commissioning Group	5,922,000
The Council of Sunderland	4,402,042
Total	**10,324,042**

2 Monitoring Scheme 1 and 2

Currently a Covid Services report is shared with CCG on a weekly basis to track activity within scheme 1 of hospital discharge and step up.

It is proposed moving forward that this report will be split into 2 reports as follows: Scheme 1 – To track the transition of cases funded under scheme 1 up to 31.8.2020 and ensure they are progressed appropriately and in a timely way to the correct funding stream by 31.3.2021. Currently we have a list of cases to be progressed under CHC and a list of negative checklists which have been matched and separated as follows:

- Cases that no longer have services and as such do not need any activity.
- Cases that are already on LA assisted funding and therefore do not need to be transitioned.
- Cases that are already on CHC funding and therefore do not need to be transitioned
- Cases that are already on S117 funding and therefore do not need to be transitioned

- Cases that have an up to date Care Act Assessment and require a financial assessment in order to transition to LA funding and these have been allocated to the SCFAT team for progression
- Cases that require an up to date Care Act assessment and a financial assessment in order to transition to LA funding and these have been allocated to the SW teams for progression

Scheme 2 – The report will include cases on a hospital discharge pathway or step up pathway where 6-week funding is applied to some or all of the services (all service pre and post discharge will be included so the CCG can be assured the funding protocols are followed). This report will also include the number of days the 6-week funding has been in place to ensure both Sunderland City Council and Sunderland CCG can manage and track cases within the scheme and against the conversion rate.
It is acknowledged in some rare cases the 6-week timescale may be exceeded due to resource implications or the complexity of a case requiring either Care Act or CHC assessment. In those situations where the timescale is exceeded the responsibility for funding will be as follows:

- Potential CHC case awaiting Care Act assessment will be met by LA assisted funding pending the CHC decision.
- Potential CHC case awaiting a CHC assessment will be met by CHC funding.
- Non CHC case awaiting a Care Act assessment will be met by LA Assisted funding.

3. Standards and Performance
It was agreed that a list of standards against which services can be performance managed would be identified from Sunderland City Council and Sunderland CCG.

Sunderland City Council Standards

- CHC checklist completed by day 5
- Pathway 1 Care Act assessment for long term services 75% completed within 10 days of discharge
- Pathway 2 Care Act assessment for long term services 75% completed within 20 days within of discharge
- Pathway 3 Care Act assessment for long term services 75% completed within 28 days of discharge
- Cases for all discharge pathways 100% to be converted to the correct funding stream by end 6 week funding period, recognising this may cross a variety of services as described in the earlier funding arrangements