North Tyneside Council

NHS
North Tyneside
Clinical Commissioning Group

Dated _____2023

THE COUNCIL OF THE BOROUGH OF NORTH TYNESIDE

And

NHS NORTH EAST AND NORTH CUMBRIA INTEGRATED CARE BOARD

PARTNERSHIP AGREEMENT RELATING TO THE COMMISSIONING OF HEALTH AND SOCIAL CARE SERVICES (BETTER CARE FUND)

1 APRIL 2022 TO 31 MARCH 2023

Contents

THIS AGREEMENT is made on day of 2023

PARTIES

1 THE COUNCIL OF THE BOROUGH OF NORTH TYNESIDE whose office is at Quadrant, The Silverlink North, Cobalt Business Park, North Tyneside NE27 0BY (the "Authority")

2 NORTH EAST AND NORTH CUMBRIA INTEGRATED CARE BOARD whose office is at 12 Hedley Court, Orion Business Park, North Shields NE29 7ST (the "ICB")

('the Agreement')

BACKGROUND

A The Authority has responsibility for commissioning and/or providing social care services on behalf of the population of the borough of North Tyneside.

B The ICB has the responsibility for commissioning health services pursuant to the 2006 Act in the borough of North Tyneside.

C The Better Care Fund has been established by the Government to provide funds to local areas to support the integration of health and social care and to seek to achieve the National Conditions and local objectives. It is a requirement of the Better Care Fund that the ICB and the Authority establish a pooled fund for this purpose.

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

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

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

a) improve the quality and efficiency of health and social care services in North Tyneside;

b) meet the National Conditions and local objectives; and

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

The Partners have jointly carried out consultations on the proposals for this Agreement with all those persons likely to be affected by the arrangements.

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

1 DEFINED TERMS AND INTERPRETATION

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

2000 Act means the Freedom of Information Act 2000.

2004 Regulations means the Environmental Information Regulations 2004.

2006 Act means the National Health Service Act 2006.

Affected Partner means, in the context of Clause 24, the Partner whose obligations under the Agreement have been affected by the occurrence of a Force Majeure Event

Agreement means this agreement including its Schedules and Appendices.

Approved Expenditure means any additional expenditure approved by the Partners in relation to an Individual Service above any Contract Price and Performance Payments.

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

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

Better Care Fund Plan means the plan setting out the Partners plan for the use of the Better Care Fund.

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

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

Commencement Date means 00:01 hrs on 1 April 2022.

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

a) which comprises Personal Data or which relates to any patient or his treatment or medical history;

b) the release of which is likely to prejudice the commercial interests of a Partner or the interests of a Service User respectively; or

c) which is a trade secret.

Contract Price means any sum payable to a Provider under a Service Contract as consideration for the provision of Services and which, for the avoidance of doubt, does not include any Default Liability or Performance Payment.

Data Protection Legislation means the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) and any other directly applicable European Union regulation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to the use of Personal Data (including without limitation, the privacy of electronic communications)

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

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

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

d) Force Majeure Event means one or more of the following:

a) war, civil war (whether declared or undeclared), riot or armed conflict;

b) acts of terrorism;

c) acts of God;

d) fire or flood;

e) industrial action;

f) prevention from or hindrance in obtaining raw materials, energy or other supplies;

g) any form of contamination or virus outbreak; and

h) any other event,

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

Functions means the NHS Functions and the Health Related Functions respectively

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

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

Host Partner means the Partner that will host the Pooled Fund

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

Individual Service means one of the services which is agreed by the Partners to be included within this Agreement using the powers under Section 75 as documented in a Service Specification.

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

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

Law means:

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

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

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

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

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

Month means a calendar month.

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

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

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

Non-Recurrent Payments means funding provided by a Partner to a Pooled Fund in addition to the Financial Contributions pursuant to arrangements agreed in accordance with Clause 10.4

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

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

Partnership Board means the partnership board responsible for review of performance and oversight of this Agreement as set out in Schedule 2.

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

Permitted Expenditure means the sums detailed in Clause 7.3.

Personal Data means Personal Data as defined by the Data Protection Act 2018.

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

Pooled Fund Manager means such officer of the Host Partner as is nominated by the Host Partner from time to time to manage the Pooled Fund in accordance with Clause 8.

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

Public Health England means the SOSH trading as Public Health England.

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

1 April to 30 June

1 July to 30 September

1 October to 31 December

1 January to 31 March

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

Performance Payment Arrangement means any arrangement agreed with a Provider and one of more Partners in relation to the cost of providing Services on such terms as agreed in writing by all Partners

Performance Payments means any sum over and above the relevant Contract Price which is payable to the Provider in accordance with a Performance Payment Arrangement.

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

Representative(s) means a Partner's employee, agent or subcontractor and any employee of the other Partner who is acting in accordance with the Partner's instructions.

Responsible Commissioner means the Partner responsible for commissioning an individual Service under a Service Specification.

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

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

Services Contract means an agreement for the provision of Services entered into with a Provider by one or more of the Partners in accordance with the relevant Individual Service.

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

SOSH means the Secretary of State for Health and Social Care

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

UK Data Protection Legislation means all applicable data protection legislation and privacy legislation from time to time in force in the UK including without limitation the UK GDP, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner, where applicable.

UK GDPR means Regulations (EU) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as its forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 20218.

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

1.1 In this Agreement, all references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made thereunder and any conditions attaching thereto. Where relevant, references to English statutes and statutory provisions shall be construed as references also to equivalent statutes, statutory provisions and rules of law in other jurisdictions.

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

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

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

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

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

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

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

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

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

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

2 TERM

2.1 This Agreement shall come into force on the Commencement Date

2.2 This Agreement shall continue until it is terminated in accordance with Clause 22.

2.3 The duration of the arrangements for each Individual Service shall be set out as in the relevant Service Specification.

3 GENERAL PRINCIPLES

3.1 Nothing in this Agreement shall prejudice or affect:

a) the rights and powers, duties and obligations of the Partners in the exercise of their functions as public bodies or in any other capacity; or

b) the powers of the Authority to set, administer and collect charges for any authority health-related function; or

c) any power or duty to recover charges for the provision of any services (including the Services) in the exercise of any of the Authority's local authority functions; or the Authority's power to determine and apply eligibility criteria for the purposes of assessment under the National Health Service and Community Care Act 1990.

3.2 The Partners agree to:

a) treat each other with respect and an equality of esteem;

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

c) provide early information and notice about relevant problems.

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

4 PARTNERSHIP FLEXIBILITIES

4.1 This Agreement sets out the mechanism through which the Partners will work together to establish one or more of the following:

- Integrated Commissioning
- Joint (Aligned) Commissioning
- The establishment of one or more Pooled Funds

in relation to Individual Services (the "Flexibilities")

4.2 The Authority may delegate to the ICB and the ICB may agree to exercise, on the Authority's behalf, the Health Related Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the NHS Functions. The ICB may delegate to the Authority and the Authority may agree to exercise on the ICB's behalf the NHS Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the Health Related Functions. It is not envisaged that such delegations will be required within this agreement.

4.3 Where the powers of a Partner to delegate any of its statutory powers or functions are restricted, such limitations will automatically be deemed to apply to the relevant Service Specification and the Partners shall agree arrangements designed to achieve the greatest degree of delegation to the

other Partner necessary for the purposes of this Agreement which is consistent with the statutory constraints.

5 FUNCTIONS

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

5.2 This Agreement shall include such functions as shall be agreed from time to time by the Partners.

5.3 Where the Partners add a new Individual Service to this Agreement a Service Specification for each Individual Service the form set out in Schedule 1 shall be completed and agreed between the Partners. The initial Service Specification is set out in Schedule 1 part 2.

5.4 A Service Specification shall detail:

a) the agreed aims and outcomes for the Service;

b) and changes and/or development required for the Service;

c) how changes in funding will affect the Service; and

d) the estimated contributions due from each Partner in respect of each Service and its designation to the Pooled Fund/Non Pooled Fund.

5.5 A Service Specification may be varied by written agreement between the Partners. Any variation that reduces or increases the level of service provided shall require that the Partners make a corresponding adjustment to their respective financial contributions.

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

5.7 The introduction of any individual Service will be subject to business case approval by the Partnership Board

6 COMMISSIONING ARRANGEMENTS

Appointment of a Responsible Commissioner

6.1 Where there are Aligned) Commissioning Arrangements in respect of an individual Service the Responsible Commissioner shall:

a) exercise the NHS Functions in conjunction with the Authority's Health Related Functions as identified in the relevant Service Specification;

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

c) Commission the Services for individuals who meet the eligibility criteria set out in the relevant Service Specification;

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

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

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

g) undertake performance management and contract monitoring and contract management of all Service Contracts;

h) make payment of all sums due to a Provider pursuant to the terms of any Services Contract.

i) keep the other Partner and the Partnership Board regularly informed of the effectiveness of the arrangements including the Better Care Fund and any Overspend or underspend in a Pooled Fund or Non Pooled Fund.

7 ESTABLISHMENT OF A POOLED FUND

7.1 In exercise of their respective powers under Section 75 of the 2006 Act, the Partners have agreed to establish and maintain a Pooled Fund in accordance with the terms of this Agreement.

7.2 The Pooled Fund shall be managed and maintained in accordance with the terms of this Agreement.

7.3 It is agreed that the monies held in the Pooled Fund may only be expended on the following:

a) the Contract Price;

b) where the Authority is to be the Provider, the Permitted Budget;

c) Performance Payments;

d) Third Party Costs;

e) Approved Expenditure

7.4 The Partners may only depart from the definition of Permitted Expenditure to include or exclude other revenue expenditure with the express written agreement of each Partner.

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

7.6 Pursuant to this Agreement, the Partners agree to appoint a Host Partner for Pooled Fund. The Host Partner shall be the Partner responsible for:

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

b) providing the financial and administrative systems for the Pooled Fund; and

c) appointing the Pooled Fund Manager;

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

8 POOLED FUND MANAGEMENT

8.1 The Partners have agreed:

a) That the Authority shall act as Host Partner for the purposes of Regulations 7(4) and 7(5) and shall provide the financial administrative systems for the Pooled Fund;

b) That the Programme Manager (who is an employee of the Authority) shall act as the Pooled Fund Manager for the purposes of Regulation 7(4) of the Regulations.

8.2 The Pooled Fund Manager in respect of each Individual Service where there is a Pooled Fund shall have the following duties and responsibilities:

a) the day to day operation and management of the Pooled Fund;

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

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

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

e) reporting to the Partnership Board as required by the Partnership Board and the relevant Service Specification;

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

g) preparing and submitting to the Partnership Board Quarterly reports (or more frequent reports if required by the Partnership Board) and an annual return about the income and expenditure from the Pooled Fund together with such other information as may be required by the Partners and the Partnership Board to monitor the effectiveness of the Pooled Fund and to enable the Partners to complete their own financial accounts and returns. The Partners agree to provide all necessary information to the Pooled Fund Manager in time for the reporting requirements to be met.

h) preparing and submitting reports to the Health and Wellbeing Board as required by it.

8.3 In carrying out their responsibilities as provided under Clause 8.2 the Pooled Fund Manager shall have regard to the recommendations of the Partnership Board and shall be accountable to the Partners.

8.4 The Partnership Board may agree to the viring of funds between Services within the Pooled Fund, as indicated in Schedule 3 of this Agreement.

9 NON-POOLED FUNDS

9.1 Any Financial Contributions agreed to be held within a Non Pooled Fund will be notionally held in a fund established for the purpose of commissioning that Service as set out in the relevant Service Specification. For the avoidance of doubt, a Non Pooled Fund does not constitute a pooled fund for the purposes of Regulation 7 of the Partnership Regulations.

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

a) which Partner if any shall host the Non-Pooled Fund

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

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

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

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

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

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

10 FINANCIAL CONTRIBUTIONS

10.1 The Financial Contribution of the ICB and the Authority to any Pooled Fund or Non-Pooled Fund for the first Financial Year of operation of each individual Service shall be as set out in the relevant Service Specification.

10.2 The ICB and the Authority will make their Financial Contributions for each Financial Year in accordance with ‘table 3’ in Schedule 3 of this Agreement and in accordance with clause 10.3 below.

10.3 The ICB and the Authority will pay, without set-off or deduction of any kind, their Financial Contributions as detailed in clause 10.2 above, within 30 days of receipt of an invoice from the Host Authority requesting the same.

10.4 With the exception of Clause 13, no provision of this Agreement shall preclude the Partners from making additional contributions of Non-Recurrent Payments to the Pooled Fund from time to time by mutual agreement. Any such additional contributions of Non-Recurrent Payments shall be explicitly recorded in Partnership Board minutes and recorded in the budget statement as a separate item.

11 NON-FINANCIAL CONTRIBUTIONS

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

12 RISK SHARE ARRANGEMENTS, OVERSPENDS AND UNDERSPENDS

Risk share arrangements

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

Overspends in Pooled Fund

12.2 Subject to any other statements in this Agreement, the Host Partner for the Pooled Fund shall manage expenditure from a Pooled Fund within the Financial Contributions and shall ensure that the expenditure is limited to Permitted Expenditure.

12.3 In the event that the Pooled Fund Manager identifies an actual or projected Overspend the Pooled Fund Manager must ensure that the Partnership Board is informed as soon as reasonably possible and the provisions of the relevant Service Specification and Schedule 3 hereof shall apply.

12.4 The Host Partner shall not be in breach of its obligations under this Agreement if an Overspend occurs PROVIDED THAT the only expenditure from the Pooled Fund in relation to a particular Service has been expended in accordance with Permitted Expenditure, all reasonable and practical endeavours have been made to manage the budget and the Host Partner has informed the Partnership Board in accordance with Clause 12.3.

Overspends in Non Pooled Funds

12.5 Where in Joint (Aligned) Commissioning Arrangements either Partner forecasts an overspend in relation to a Partners Financial Contribution to a Non-Pooled Fund or Aligned Fund that Partner shall as soon as reasonably practicable formally inform the other Partner and the Partnership Board.

Underspend

12.6 In the event that expenditure from any Pooled Fund or Non Pooled Fund in any Financial Year is less than the aggregate value of the Financial

Contributions made for that Financial Year the Partners shall agree how the surplus monies shall be spent, carried forward and/or returned to the Partners. Such arrangements shall be subject to the Law and the Standing Orders and Standing Financial Instructions (or equivalent) of the Partners and the terms of the Performance Payment Arrangement.

12.7 In the absence of specific agreement to the contrary, underspends on any Pooled Fund will be distributed to each Party in proportion to their Financial Contributions to the Pooled Fund.

12.8 The Parties may agree to carry forward any underspend on any Pooled Fund in order to contribute to the Pooled Fund in the following year, subject to the existence of an agreement to extend the term of this Agreement.

13 CAPITAL EXPENDITURE

13.1 The Financial Contributions shall be directed solely to revenue expenditure. Any arrangement for the sharing of capital expenditure shall be made separately and in accordance with Section 256 (or Section 76) of the NHS Act 2006 and any Directions made thereunder. Where a need for capital expenditure is identified this must be agreed by the Partners and formally reported, other than expenditure made through the Disabled Facilities Grants, which will be managed by the Responsible Commissioner and reported to the Partnership Board and Health and Wellbeing Board as required by those Boards.

14 VAT

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

15 AUDIT AND RIGHT OF ACCESS

15.1 All Partners shall promote a culture of probity and sound financial discipline and control. The Host Partner shall arrange for the audit of the accounts of the relevant Pooled Fund and shall require the Audit Commission (or any successor) to make arrangements to certify an annual return of those accounts under Section 28(1) of the Audit Commission Act 1998, and, once this Act is repealed, in accordance with the Local Audit and Accountability Act 2014.

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

16 LIABILITIES AND INSURANCE AND INDEMNITY

16.1 Each Partner (Indemnifying Partner) shall indemnify and keep indemnified the other Partner (Indemnified Partner) against all actions, proceedings, costs, claims, demands, liabilities, losses, and expenses whatsoever whether arising in tort (including negligence) default or breach of this Agreement (or any Service Specification made under it) to the extent that any loss or claim is due to the breach of contract, negligence, wilful default, or fraud of itself, the Indemnifying Partner's employees or any of its Representatives or subcontractors except to the extent that the loss or claim is directly caused by or directly arises from the negligence, breach of this Agreement (or any Service Specification made under it) or applicable law by the Indemnified Partner or its Representative(s).

16.2 Clause 16.1 shall not apply if such act or omission occurred as a consequence of the Indemnifying Partner acting in accordance with the instructions or requests of the Indemnified Partner or the Partnership Board.

16.3 If any third party makes a claim or intimates an intention to make a claim against either Partner (which may reasonably be considered as likely to give rise to liability under this Clause 16) the Partner in receipt of notice of that intention will:

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

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

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

16.4 Each Partner shall ensure that they maintain policies of insurance (or equivalent arrangements through services operated by the National Health Service Litigation Authority) in respect of all potential liabilities arising from this Agreement.

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

17 STANDARDS OF CONDUCT AND SERVICE

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

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

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

17.4 The Partners will discharge their obligations under this Agreement in accordance with this Clause 17 and the requirements specified by the Care Quality Commission or any other relevant external regulator.

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

18 CONFLICTS OF INTEREST

18.1 The Partners shall comply with their agreed policies for identifying and managing conflicts of interest as set out in Schedule 7

19 GOVERNANCE

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

19.2 The Better Care Fund Partnership Board has been established to:

f) provide strategic direction on the Individual Services;

g) receive and consider the financial and activity information and take action as necessary;

h) review the operation of this Agreement and performance manage the individual Services;

i) agree such variations to this Agreement from time to time as it thinks fit;

j) review and agree a risk assessment;

k) review and agree revised schedules to this Agreement, as necessary;

l) request such protocols and guidance as it may consider necessary in order to enable each Pooled Fund Manager to approve expenditure from a Pooled Fund.

19.3 The Partnership Board is based on a joint working group structure. Each member of the Partnership Board shall be an officer of one of the Partners and will have individual delegated responsibility from the Partner employing them to make decisions which enable the Partnership Board to carry out its objects, roles, duties and functions as set out in this Clause 19 and Schedule 2.

19.4 The terms of reference of the Partnership Board shall be as set out in Schedule 2

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

19.6 The Partnership Board shall be responsible for the overall approval of the Individual Services, ensuring compliance with the Better Care Fund Plan and the strategic direction of the Better Care Fund.

19.7 Each Service Specification shall confirm the governance arrangements in respect of the Individual Service and how that Individual Services is reported to the Partnership Board and Health and Wellbeing Board.

19.8 Each Service Specification shall confirm the governance arrangements in respect of each individual Service and how that individual Service is reported to the Partnership Board and Health and Wellbeing Board.

20 REVIEW

20.1 Save where the Partnership Board agree alternative arrangements (including alternative frequencies) the Partners shall undertake an annual review ("**Annual Review**") of the operation of this Agreement, any Pooled Fund and Non Pooled Fund and the provision of the Services within 3 Months of the end of each Financial Year. The Annual Review shall include, but shall not be limited to:

a) the performance of the Partners against the terms of this Agreement and any Service Specification;

b) the performance of the individual Services against the service levels and other targets contained in the relevant Services Contracts;

c) plans to address any underperformance of the Services;

d) actual expenditure compared to the agreed budget and the reasons for, and plans to address any actual or potential Overspend or underspend;

e) review of plans and performance levels for the following year; and

f) plans to respond to any changes in policy or legislation applicable to the Services

20.2 Subject to any variations to this process required by the Partnership Board, Annual Reviews shall be conducted in good faith and, where applicable, in accordance with the governance arrangements set out in Clause 19.

20.3 The Partners shall within 20 Working Days of the Annual Review prepare a joint annual report documenting the matters referred to in this Clause 20. A copy of this report shall be provided to the Partnership Board, and may be used by either Partner to present at their respective organisations' boards/leadership teams

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

21 COMPLAINTS

21.1 The Partners' own complaints procedures shall apply to this Agreement and the Partner to which the complaint is regarding shall follow their own complaints procedure. The Partners agree to assist one another in the management of complaints arising from this Agreement or the provision of the Services.

22 TERMINATION & DEFAULT

22.1 This Agreement will operate from 1st April 2022 to 31st March 2023 and then terminate.

22.2 This position will be formally reviewed by the Partners 6 months after signature of the agreement, with particular reference to the forthcoming termination of the agreement and whether the Partners wish to consider continued arrangements.

22.3 Each individual Service may be terminated in accordance with the terms set out in the relevant Service Specification provided that the Partners ensure that the Better Care Fund requirements continue to be met.

22.4 If any Partner ("Relevant Partner") fails to meet any of its obligations under this Agreement, the other Partner may by notice require the Relevant Partner to take such reasonable action within a reasonable timescale as the other Partner may specify to rectify such failure. Should the Relevant Partner fail to rectify such failure within such reasonable timescale, the matter shall be referred for resolution in accordance with Clause 23.

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

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

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

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

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

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

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

e) the Partnership Board shall continue to operate for the purposes of functions associated with this Agreement for the remainder of any contracts and commitments relating to this Agreement; and

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

22.8 In the event of termination in relation to an Individual Service the provisions of Clause 22.6 shall apply mutatis mutandis in relation to the Individual Service (as though references as to this Agreement were to that Individual Service).

23 DISPUTE RESOLUTION

23.1 In the event of a dispute between the Partners, they shall work together using their reasonable endeavours to resolve that dispute.

23.2 In the event of a dispute between the Partners arising out of this Agreement (not resolved in accordance with clause 23.1 above), either Partner may serve written notice of the dispute on the other Partner, setting out full details of the dispute.

23.3 The Authorised Officers shall meet in good faith as soon as possible and in any event within seven (7) days of notice of the dispute being served pursuant to Clause 23, at a meeting convened for the purpose of resolving the dispute.

23.4 If the dispute remains after the meeting detailed in Clause 23.3 has taken place, the Partners' respective Chief Executives / Chief Officer or nominees shall meet in good faith as soon as possible after the relevant meeting and in any event with fourteen (14) days of the date of the meeting, for the purpose of resolving the dispute.

23.5 If the dispute remains after the meeting detailed in Clause 23.4 has taken place, then the Partners will attempt to settle such dispute by mediation in accordance with the CEDR Model Mediation Procedure[1] or any other model mediation procedure as agreed by the Partners. To initiate a mediation, either Partner may give notice in writing (a **"Mediation Notice"**) to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organisation as agreed by the Partners asking them to nominate a mediator. The mediation shall commence within twenty (20) Working Days of the Mediation Notice being served. Neither Partner will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one (1) hour. Thereafter, paragraph 14 of the Model Mediation Procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the Partners). The Partners will co-operate with any person appointed as mediator, providing him with such information and other assistance as he shall require and will pay his costs as he shall determine or in the absence of such determination such costs will be shared equally.

23.6 Nothing in the procedure set out in this Clause 23 shall in any way affect either Partner's right to terminate this Agreement in accordance with any of its terms or commence legal action in the courts.

24 FORCE MAJEURE

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

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

24.3 As soon as practicable, following notification as detailed in Clause 24.2, the Partners shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force

[1] https://www.cedr.com/about_us/modeldocs/

Majeure Event and, subject to Clause 24.4, facilitate the continued performance of the Agreement.

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

25 CONFIDENTIALITY

25.1 In respect of any Confidential Information a Partner receives from another Partner (the "**Discloser**") and subject always to the remainder of this Clause 25, each Partner (the "**Recipient**") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:

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

b) the provisions of this Clause 25 shall not apply to any Confidential Information which:

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

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

25.2 Nothing in this Clause 25 shall prevent the Recipient from disclosing Confidential Information where it is required to do so in fulfilment of statutory obligations or by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law.

25.3 Each Partner:

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

b) will ensure that, where Confidential Information is disclosed in accordance with Clause 25, the recipient(s) of that information is made subject to a duty of confidentiality equivalent to that contained in this Clause 25;

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

26 FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS

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

26.2 Any and all agreements between the Partners as to confidentiality shall be subject to their duties under the 2000 Act and 2004 Act. No Partner shall be in breach of Clause 26 if it makes disclosures of information in accordance with the 2000 Act and/or 2004 Act.

26.3 Any Service Contracts shall include provisions in respect of the 2000 and 2004 Acts which are consistent with this Clause 26.

27 OMBUDSMAN

27.1 The Partners will co-operate with any investigation undertaken by the Health Service Commissioner for England or the Local Government Commissioner for England (or both of them) in connection with this Agreement including making staff members available for interview.

28 DATA PROTECTION AND INFORMATION SHARING

28.1 The Partners will follow the Information Governance Protocol set out in schedule 8, and in so doing will ensure that the operation this Agreement complies with Law, in particular the Data Protection Legislation**.**

28.2 Each Partner shall (and shall procure that any of its Representatives involved in the provision of the Services shall) comply with any notification requirements under Data Protection Legislation.

28.3 Both Partners shall duly observe their obligations under Data Protection Legislation, which arise in connection with this Agreement.

28.4 The Partners shall share information about Service Users to improve the quality of care to enable integrated working The Partners shall not share Personal Data about Service Users unless the Partners agree and adhere to an information sharing agreement which complies with the provisions of clauses 28.1 and 28.3 prior to sharing any such Personal Data.

29 NOTICES

29.1 Any notice to be given under this Agreement shall either be delivered personally or sent by facsimile or sent by first class post or electronic mail. The address for service of each Partner shall be as set out in Clause 29.3 or

such other address as each Partner may previously have notified to the other Partner in writing. A notice shall be deemed to have been served if:

a) personally delivered, at the time of delivery;

b) sent by facsimile, at the time of transmission;

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

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

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

29.3 The address for service of notices as referred to in Clause 29.1 shall be as follows unless otherwise notified to the other Partner in writing:

e) if to the Authority, addressed to the Head of Law and Governance, Quadrant, The Silverlink North, Cobalt Business Park, North Tyneside, NE27 0BY

and

f) if to the ICB, addressed to The Chief Officer, North Tyneside ICB, 12 Hedley Court, Orion Business Park, Tyne Tunnel Trading Estate, North Shields, NE29 7ST

30 VARIATION

30.1 No variations to this Agreement will be valid unless they are recorded in writing and signed for and on behalf of each of the Partners.

30.2 In the event of failure by the Partners to agree the relevant amendments to the Agreement (as appropriate), the Clause 23 (Dispute Resolution) shall apply.

31 CHANGES IN LAW

31.1 The Partners shall ascertain, observe, perform and comply with all relevant Laws, and shall do and execute or cause to be done and executed all acts required to be done under or by virtue of any Laws.

31.2 On the occurrence of any Change in Law, the Partners shall agree in good faith any amendment required to this Agreement as a result of the Change in Law subject to the Partners using all reasonable endeavours to mitigate the adverse effects of such Change in Law and taking all reasonable steps to minimise any increase in costs arising from such Change in Law.

32 WAIVER

32.1 No failure or delay by any Partner to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right to remedy.

33 SEVERANCE

33.1 If any provision of this Agreement, not being of a fundamental nature, shall be held to be illegal or unenforceable, the enforceability of the remainder of this Agreement shall not thereby be affected.

34 ASSIGNMENT AND SUB CONTRACTING

34.1 The Partners shall not sub contract, assign or transfer the whole or any part of this Agreement, without the prior written consent of the other Partners, which shall not be unreasonably withheld or delayed. This shall not apply to any assignment to a statutory successor of all or part of a Partner's statutory functions.

35 EXCLUSION OF PARTNERSHIP AND AGENCY

35.1 Nothing in this Agreement shall create or be deemed to create a partnership under the Partnership Act 1890 or the Limited Partnership Act 1907, a joint venture or the relationship of employer and employee between the Partners or render either Partner directly liable to any third party for the debts, liabilities or obligations of the other.

35.2 Except as expressly provided otherwise in this Agreement or where the context or any statutory provision otherwise necessarily requires, neither Partner will have authority to, or hold itself out as having authority to:

a) act as an agent of the other;

b) make any representations or give any warranties to third parties on behalf of or in respect of the other; or

c) bind the other in any way.

36 THIRD PARTY RIGHTS

36.1 Unless the right of enforcement is expressly provided, no third party shall have the right to pursue any right under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

37 ENTIRE AGREEMENT

37.1 The terms herein contained together with the contents of the Schedules constitute the complete agreement between the Partners with respect to the subject matter hereof and supersede all previous communications representations understandings and agreement and any representation promise or condition not incorporated herein shall not be binding on any Partner.

37.2 No agreement or understanding varying or extending or pursuant to any of the terms or provisions hereof shall be binding upon any Partner unless in writing and signed by a duly authorised officer or representative of the parties.

38 COUNTERPARTS

38.1 This Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all Partners shall constitute a full original of this Agreement for all purposes.

39 GOVERNING LAW AND JURISDICTION

39.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

39.2 Subject to Clause 23 (Dispute Resolution), the Partners irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceedings, dispute or claim, which may arises out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

40 FAIR DEALINGS

40.1 The Partners recognise that it is impracticable to make provision for every contingency which may arise during the life of this Agreement and they declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interests of either of them ant that if in the course of the performance of this Agreement unfairness to either of the Partners may result then the other Partner shall use its reasonable endeavours to agree upon such actions as may be necessary to remove the cause or causes of such unfairness.

41 SETUP COSTS

41.2 Each of the Partners shall bear its own costs of the establishment of the arrangements under this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the Partners as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED AS A DEED by affixing the seal of **THE COUNCIL OF THE BOROUGH OF NORTH TYNESIDE** in the presence of:)

Authorised Signatory/witness

EXECUTED AS A DEED for and on behalf of the **NHS NORTH EAST AND NORTH CUMBRIA INTEGRATED CARE BOARD**)

Authorised Signatory

SCHEDULE 1 – SERVICE SPECIFICATIONS

Unless the context otherwise requires, the defined terms used in this Scheme Specification shall have the meanings set out in the Agreement.

Ageing Well Services

The category “ageing well services” includes the following elements:

- Enhanced Carepoint including Reablement,
- Overnight Support
- Care Call Crisis Response Team including Falls Response
- Adaptations and Loan Equipment Service (ALES)

CONTEXT AND BACKGROUND

Community based support is a full range of interventions to promote independence and well-being, including practical help, advice, activities, housing choices and transport. The services are preventative and some are universally accessible. Most services are free at the point of use during the period of assessment; other services are charged for, either as part of a financial assessment or self service.

AIMS AND OUTCOMES

The scheme aims to support “My Care, My Way: Ageing Well in North Tyneside (published in 2015) which set out the following vision and goals for community frailty services in the Borough:

Vision:

- “We want older people to live well, be independent, enjoy a good quality of life, and not feel isolated or lonely, whilst reducing the need for hospital admissions or admission into permanent care settings through the use of responsive integrated health and social care service delivery.”

Goals:

- Services should enable older people to take more responsibility for their own health and wellbeing.
- As far as possible older people should stay well in their homes and be supported to connect with their local community assets.
- When older people need complex care it should be timely and appropriate delivered in the community with hospital based care by exception.

The services:

- Identify people who are likely to need intervention, information or services and facilitate rehabilitation and or a package of services, based on assessed need
- Provide rapid responses to deal with crises in people’s own homes
- Prevent unnecessary admission to hospital or short term placements and facilitate timely discharge from hospital.
- Provide joint health and social care rapid and flexible response services.

THE ARRANGEMENTS

Set out which of the following applies in relation to the Individual Scheme:

- ~~Lead Commissioning;~~
- ~~Integrated Commissioning;~~
- ~~Joint (Aligned) Commissioning;~~
- the establishment of one or more Pooled Funds and/or Non Pooled Funds as may be required.

The Host Partner for the Pooled Fund is The Authority and the Pooled Fund Manager, being an officer of the Host Partner is the Health and Social Care Integration Manager.

FUNCTIONS

The scheme is relevant to the following general duty of The Authority:

- "How to meet needs" as set out in Part 1 Section 8 of the Care Act 2014

SERVICES

1 CARE Point (Co-ordinated, Access Response Experts)

The Carepoint service brings together a number of previously-separate services which aim to prevent admission to hospital and facilitate discharge from hospital. The predecessor services were:

- North Tyneside Council's reablement service, including immediate response and overnight home care
- North Tyneside Council's hospital-based social workers
- Northumbria Healthcare FT's admission avoidance resource team
- Northumbria Healthcare FT's "hospital to home service"

It sits under one management structure and is an access point for AART, Nurse Practioners, Reablement, hospital discharges & Enhanced CarePoint to ensure that "1 contact is all it takes from the referrer" and using an interdisciplinary approach to achieve safe and efficient admission avoidance and discharge. The team has a holistic focus on the entire patient pathway from hospital to home. This proactive and preventative approach will ensure seamless transitions and help to avoid unnecessary admission and readmission to hospital. The response and care will be coordinated across organisations involved and that older people have a named coordinator. CARE Point has access to resource availability and has the authority to deploy accordingly based on the needs of the individuals and to ensure optimal utilisation of commissioned services. This will ensure that care and support interventions are provided: at the right time; by the person with the most appropriate skills, in order to get the right care, first time, every time.

Safe and efficient discharge/admission avoidance

The multidisciplinary team works with clinicians to ensure that patients receive appropriate care by arranging packages of care directly from front of house to avoid admission or by facilitating efficient discharges. The team deals with all issues relating to community nursing, social care, and therapy, which are accessed by a single point of entry.

Links with bed management

Team members link on the with the bed management function to monitor GP referrals in order to facilitate admission avoidance where possible.

Early identification of high risk patients

On a daily basis, “high risk” patients who have been admitted are identified, e.g. those who have had multiple attendances. They may be allocated to a team member to proactively coordinate care from admission to discharge, to ensure a clean transition into the community with preventative measures in place to prevent readmission – for example multidisciplinary discussions with relevant professionals around onward care following CGA (e.g. CarePlus), home based pharmacy assessment, etc.

Fast action for specific presentations to A&E

There is potential to scope out possibilities around fast action for specific A&E presentations, such as blocked catheters, urinary retention and constipation (i.e. ailments that could have been dealt with in the community), to avoid hospital admission.

Admissions from nursing homes

The team will monitor all admissions, and liaise closely with community matrons covering nursing homes, to ensure seamless care for this cohort of patients.

Support to wards

Full hospital support in terms of discharge, including attendance and participation at identified ward MDTs, support for complex discharges , advice, and guidance re referrals to community services, in particular community nursing, reablement, patient information around social care charges and advice and guidance on referrals to residential care.

Referrals to community beds

Team members contribute to multidisciplinary discussions and facilitate transfer to step up and step down community beds.

Links with ambulatory care

The nursing element of the team will link closely with ambulatory care – to scope out potential for referrals from A&E and diversion of patients referred to A&E by GPs, to ambulatory care to avoid admission.

Links with discharge lounge

The team supports the discharge lounge by encouraging usage on the wards, particularly for high risk patients. They will maintain close links with the pharmacist located in the discharge lounge to ensure high risk patient discharges are planned from admission to A&E and appropriate preventative measures are in place in community on discharge.

Incident Report Forms and learning

The team has oversight of all IR1s relating to discharge from both acute and community side. The team leader will link with modern matrons and community clinical leads, attend IR1 meetings to ensure feedback and learning is cascaded to the relevant staff to close the gap on incident reporting, and to ensure new ways of working are adopted accordingly.

1.1 Enhanced CarePoint

This element of the service provides:

- Multidisciplinary assessment of health and care needs for patients with moderate to severe frailty (Rockwood 4 – 7 / Electronic Frailty Index (eFI) score of 0.12 – 0.36).
- Access to a range of specialist health and care interventions designed to prevent further deterioration and promote independence.
- A named individual responsible for coordinating the patient's care and facilitating handovers to GP practices, community services and hospital teams.
- Completion of emergency healthcare plans for all patients and where appropriate discussion and completion of DNAR documentations.

The service operates from 0800 to 2000 seven days per week, including bank holidays.

The service supports Level Three of the clinical model for the North Tyneside Ageing Well Service. This is a tiered model appropriate to the level of need of the patient. This also means that resources can divert to different levels of the service depending on demand and the current coronavirus status.

Level one (Rockwood score 1-2)

This is for patients who are generally managing well and focuses on maintaining health and wellbeing.

The offer for this cohort is:

- Lifestyle advice
- Home exercise program
- Wellbeing resources
- Links with local voluntary sector programmes
- Age UK Personal Independence Coordinator

Level two (Rockwood score 3-4)

This is for patients who are generally managing well, possibly with mildly limited activity and managed long term conditions. The focus here is very much on prevention of ill health and frailty and maintenance of physical and mental wellbeing.

The offer for this cohort is:

- Tier 1 services
- Guided exercise program/ strength and balance classes
- Long term conditions management support
- Age UK Personal Independence Coordinator

Level three (Rockwood score 4-7)

This is for patients with mild to moderate frailty. The focus is on optimising health and wellbeing and maximising function for those patients living with frailty. The focus is on minimising the impact of frailty on individuals and their carers, self-management of conditions and future care planning.

The offer for this cohort is:

- Tier 1 and 2 services
- Falls prevention service
- Proactive frailty service (MDT care)
- Intermediate care (home and bed based)
- Care point services

Level four (Rockwood score 7-8)

This is for patients with moderate to severe frailty who are living either in their own homes or in care homes. The focus for this cohort is on minimising the impact of frailty on the patient and their carers and maintaining quality of life.

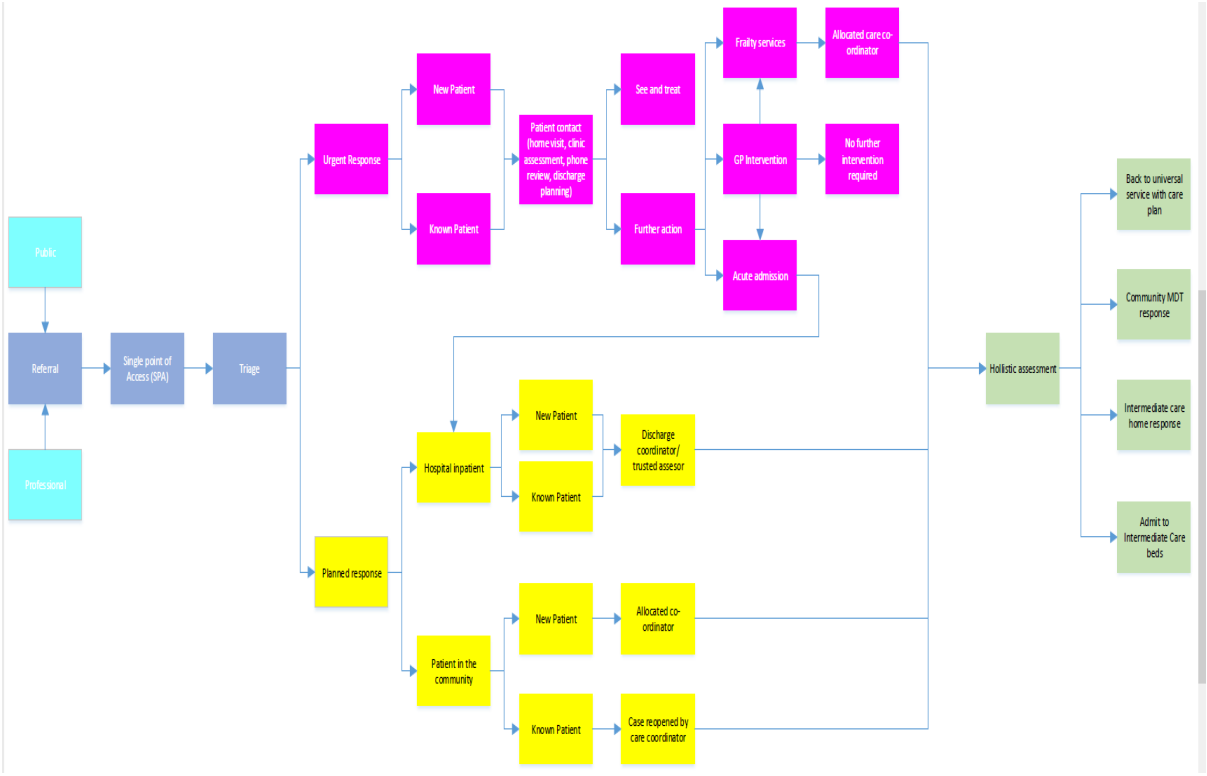
The offer for this cohort is: -

- Tier 1-3 services
- Enhanced health in care homes teams
- Community nursing teams.

Level 5 (Rockwood 4-9)

Secondary care services are available to all patients when required regardless of frailty score. These include outpatient clinics and planned or unplanned hospital admissions.

The pathway for Enhanced Carepoint is illustrated below:



Patient identification / entry into the service

- Proactive case finding – shielded patient lists, GP record searches – it is important this function can step up and down depending on current system pressures and numbers within the service.
- Referrals into the service –via a central triage function within Care Point.
    a. Referrals from professionals (GP, DN, SW etc.)
    b. Self-referrals via HOW FIT website and app.
    c. Post discharge referrals
- Patient identified via triage for service.
- Admin contact patient, script to explain service, information leaflet sent, establish technology available to the patient and appointment booked.
- Initial assessment via telephone or video appointment
- Holistic medical assessment as per BGS guideline[2]
- Following receipt of the referral and initial triage, the patient will be assigned to a named member of the clinical team who will be responsible for coordinating their care. Ordinarily this will be a Community Matron but in some instances another member of the team may be deemed more appropriate (e.g. the pharmacist may be asked to act as the care coordinator for patients with substantial polypharmacy issues).

Patient outcomes

- Patients may require full Comprehensive Geriatric Assessment (CGA)

[2] https://www.bgs.org.uk/resources/managing-frailty

- Patient requires specific support – internal referrals made e.g. OT/PT
- Patient discharged with advice, resource pack and if required DNAR/ EHCP
- Set review period

Patients referred to Care Point requiring full CGA in line with the British Geriatric Society Fit for Frailty guidelines will be completed in partnership with the wider MDT and will lead to the co-production of a care plan with the involvement of the patient, their family and / or carers. The care plan should aim to minimise the impact of frailty and enable the patient to remain independent for as long as possible. The patient will receive a written copy of the care plan which will include details of their treatment goals, management plans and plans for urgent care. If the CGA is not completed before the patient is discharged back to GP, the CGA will be handed over to primary care for completion.

The Care coordinator will ensure that appointments are coordinated with team members to maximise the efficient use of time and resources.

- An appointment is booked and appropriate team members see patient allocated. This can be completed as a 'one stop shop' to reduce patient unnecessary contact with staff and minimise risk.
- Patients will be seen by 1 or 2 key members of team.
- Remote consultations/information gathering can be arranged for and with other members of the team.
- Team members to consider the information that can only be gathered through face to face assessment and think about new ways of doing this e.g. video either live or recorded by another team member for later assessment.
- Home-based appointments should only be offered on the basis of assessed clinical need and not be considered as the default option.
- Follow-up appointments will be delivered via telephone contact rather than further clinic / home visit.

Patient plans

- Each patient will have an individual, holistic care plan. This will include:
    a. Assessing patient needs and problems
    b. A care plan to address needs and problems
    c. Identify and implement interventions / actions that are required to meet needs
    d. What outcomes have/need to be achieved
- Patients will be given access to appropriate online resources to aid therapy.
- EHCP and DNACPR will be discussed/completed/agreed and shared with their family, GP, carers etc. on discharge from the service.
- Telephone review periods defined.

The Community Matron (or other named care coordinator) will review the initial assessment with the multidisciplinary team and arrange further appointments with other members of the enhanced Care Point team as necessary.

Patients will be discharged from the service once care planning has been completed and the patient is medically optimised.

Patients who require on-going support in the community will be referred to the District Nursing Team. The patient's care coordinator will liaise with the patient and the receiving service to ensure that the reason(s) for the referral are clearly articulated and that all relevant notes and information have been shared.

If a patient does not have an EFI score on their GP record the Care Point service will update the record with this information.

Care Point will update the patient records on discharge and ensure any relevant information is flagged to the patient's GP practice including the status of CGA and the EHCP.

Workforce

The multidisciplinary team will consist of the following staff:

GP / Geriatrician

The GP will be the link between primary care and primary care systems, they will have the right skill set to perform assessments, manage complex patients, demonstrate leadership, act as independent practitioners and maintain a community focus. Specifically they will:

- Work predominately on a remote basis, with the wider MDT, supporting the community matrons and offering advice as required.
- Provide advice where frailty is associated with significant complexity, diagnostic uncertainty or challenging symptom control

Community Matron

- The Community Matrons will ordinarily be the patient's first point of contact with the service after carrying out the initial assessment, they will be responsible for coordinating the patient's care; arranging follow-up appointments; ensuring the required interventions and care planning is completed; coordinating discharge from the service; and arranging any on-going care from the GP practice / wider Community Nursing Team.
- Act as the practices primary point of contact with enhanced Care Point service. The Matrons will be aligned to a number of practices within a given PCN and will be expected to attend practice team meetings in order to discuss caseload and case-find.
- Review the patient's medications and prescribe / de-prescribe as necessary.
- Proactively assess and monitor frail patients on the caseload, identifying the early symptoms of frailty, disease exacerbation, acute illness and injuries.
- Support frail patients in managing long term conditions, management and reduce exacerbations which may lead to attendance at A&E.
- The Community Matrons will hold an active caseload of at least 60 patients and will complete at least 5 appointments (first and follow-ups) per WTE

staff member per day (via home visit/clinic/telephone consultation or a mix of all).

Pharmacist

The pharmacist will carry out personalised medication reviews. This will include:

- Medication reconciliation when the patient has moved between care-settings
- Active de-prescribing of medication where appropriate
- Optimisation of medication and the use of medication
- Management of problematic polypharmacy
- Implementation of clinical monitoring e.g. blood pressure, biochemistry as required
- Support adherent medicine taking behaviour
- The medication review will be carried out in conjunction with the patient, their family and / or carers.
- The pharmacist will liaise with the North Tyneside Frailty Pharmacists in order to avoid unnecessary duplication of workload.
- The pharmacists will ensure that the patient's records are updated on completion of the review.

The pharmacist will complete at least 5 appointments per WTE staff member per day (either home- based, clinic-based or a combination of both).

Physiotherapist

- The physiotherapist will assess the patient's mobility, strength and balance, and prescribe a programme of exercise to prevent or slow the onset of more severe frailty.
- The physiotherapist will prescribe mobility aids as necessary, they will then arrange for the relevant equipment to be supplied to the patient by the North Tyneside Adaptations & Loan Equipment Service.
- In some instances it may be clinically necessary for the physiotherapist to carry out a home-based assessment but it is expected that patients with greater levels of mobility will be reviewed in a clinic setting.

Occupational therapist

The OT will provide Occupational Therapy assessment and treatment of patients.

- They will plan, implement and evaluate interventions designed to help the patient meet challenging but achievable goals linked to daily living and participation in leisure or work-related activities.
- Educate and advise patients, their families and carers in order to facilitate self-management of their condition and optimise their rehabilitation potential and quality of life.
- The OT will normally undertake home-based assessment of the patient's living environment.

Personal Independence Coordinator (PIC)

The PICs will work alongside the clinical members of the team to help address the psychological factors which may have an impact on the patient's health and wellbeing. The PICs will undertake a guided conversation aimed to developing a list of personal care planning goals. This may be via clinic one stop shop or telephone or home visit depending on patient needs. All patients will be referred to the PICs following their initial clinical assessment.

The PIC will:

- Develop an action plan and coordinate the tasks that need to be undertaken to deliver that plan, liaising with relatives, carers and other agencies as agreed with the patient to ensure that they receive integrated care and support.
- Focus on the development of social support networks including peer support, befriending, exercise and cognitive stimulation opportunities.
- Link in with Age UK Strength & Balance, HOW fit, community falls service, proactively supporting frailty in the community.
- Maintain an accurate and up-to-date database of relevant local VCS services for older people and those with frailty and will signpost patients to these services as appropriate and when necessary will provide one-to-one support in order to encourage them to attend.
- Provided via a subcontracting arrangement with Age UK North Tyneside.

1.2 Reablement

Reablement is distinguished from other services through embracing a 'Social Model', which recognises the importance of emotional as well as physical recuperation. The kinds of support given through Reablement services are typically more varied than traditional home care support, are more intensive in nature, due to the goal of helping people to regain or acquire skills, and are tailored towards the individual's needs, goals and preferences.

There are however several essential elements that are defining features of the current Reablement service:

- The service is about helping people to do things for themselves, rather than doing things to or doing things for people.
- Is time limited with an active period typically of up to six weeks of intensive activity and support designed to promote people's independence.
- Is outcome focused with the overall goal of helping people back in to their own home or community.
- Involves goal setting agreed between the individual and the service.
- Ensures a personalized approach.
- Often involves intensive support.
- Delivers a dynamic approach to assessments and encourages on-going observation of the individual over a period of time, during which their needs and abilities may change.
- Builds on what individuals currently can do and supports then to regain skills to increase confidence and independence.

- Ensures individuals are provided with appropriate equipment and/or technology.
- Aims to maximize long term independence and reduce or minimize the need for on-going support after a period of reablement.

Reablement users may also include those who have not been in hospital, and are not at high risk of admission to hospital or a care home, but who need support to continue living independently, following a deterioration in their daily living functioning.

1.3 Hospital Based Reablement Discharge Social Work Team

Within NTGH there is a full hospital Social Work Department providing support to all the FOH & BOH wards from 8.30am – 5pm, Monday to Friday & Social Work cover from 9.00am – 5pm on Saturday & Sunday.

The aims of the service are to:

- Provide comprehensive social work assessments and risk assessments
- Liaise with Community Teams regarding home circumstances and existing care packages
- Implement comprehensive person centred care packages
- Carry out outcome based assessments for Reablement and AART and make referrals
- Carry out CHC assessments
- Carry out Mental Capacity assessments
- Safeguarding
- Provide information and advice on Residential and Nursing Care Home placements
- Provide information and advice on Social Care, including charges
- Remove barriers to, and facilitate, efficient and safe discharge
- Set up care packages for palliative cases that require a rapid turnaround

Hospital to Home Team

Within NTGH there is a full time Team Lead/ Community Matron and 2.5 ftw Discharge Nurses they attend the daily board meeting at weekly MDT's on wards 2,3, 5 & 15 and provide support to all other wards and department by referral via the SPA from 8.30am – 5pm, Monday to Friday.

The aims of the service are to:

- Support multidisciplinary working
- Carry out outcome based assessment for Reablement and AART referrals
- Complete restarts of community care packages
- Assessment for IVAB at home
- Support with Palliative care discharges
- Community links/liaison with Social Care and District Nursing
- Support wards with Safeguarding issues
- Support wards with patient with housing issues
- Support delayed discharge

- Discharge to residential and nursing homes
- Continuing health care advice

1.4 Admission Avoidance Resource Team

The Admission Avoidance and Resource Team is made up of a range of healthcare professionals that offers urgent assessments for people in North Tyneside who are unwell to help them to remain in their own home and prevent an unnecessary hospital visit.

The team consists of;

- Clinical Lead
- Nurse Practitioners
- Nurses
- Occupational Therapists
- Physiotherapists
- Technical Instructor

The service provides an urgent care pathway for older people which ensures that patients can be maintained in their usual place of residence with an integrated package of care where appropriate which:

- Keeps patients safe.
- Deals with immediate problems
- Identifying other related problems
- Responds to urgent needs appropriately
- Links with comprehensive geriatric assessment
- Ensures a care plan is in place

The service will aid early assessment, diagnosis and management of patients identified as having an urgent care need. Additional aims of the service include:

- Receiving referrals and clinical enquiries through a single point of access hotline service.
- Operating to evidence based pathways.
- Provision of assess, see, treat service for elderly patients with an urgent care need with a comprehensive follow up for any identified problem.
- Ensuring a care plan is in place.
- Maintaining high standards of care based on best evidence of older people using the geriatric assessment tool.
- Referral of patients promptly to an appropriate rehab/intermediate care/social care and or other alternative services as identified within the care plan.

The objectives of the service are:

- Deliver a clinician led service providing uniformity of care across the primary and secondary care pathway.

- Provide safe, high quality, cost effective and evidence based care for patients usually in their place of residency.
- Manage and reduce inappropriate hospital admissions by providing a responsive service and dealing with immediate problems.
- Promote patient independence structured programmes of health and social care through links with reablement and other adult social care services such as care call.
- Develop and inform local care pathways and protocols supporting an integrated approach to the care and treatment of older people.

2 Immediate Response Homecare

The service is provided until the need for the immediate support is met or until an ongoing package of care is sought for long term support. The aim of the service will be to support the person to remain at home safely with regular planned visits to provide personal care, medication prompts and support with daily living tasks.

This will prevent unnecessary admission to hospital or short to long term care placements. It will also provide the right level of support to those who do not have any reablement potential.

Investment in this area will enable the reablement service to focus on those patients who are at high risk of readmission to hospital as well as freeing up capacity to respond to seven day discharges.

3 Overnight Support

Additional support staff are based with the Care Call Crisis Response Team, where staff will visit patients referred to the service specifically for overnight support.

This can include planned, timed interventions. The increase in support worker capacity will enhance the out of hour's services currently working across the Borough of North Tyneside, for example the out of hours nursing services, Carers Emergency Break Service. The aim of the service is to prevent admission or readmission to hospital and or long term care and to ensure that the person can be supported in their own home.

The staff have access to a Council vehicle overnight, they will be monitored via the Jontek IT Lone Working module to ensure their safety and whereabouts are monitored and accounted for.

Patients at home as part of this service will have trained staff who can spend time with them offering relaxation methods and coping strategies to get them through the night when most patients with respiratory diseases become anxious during and exacerbation of condition.

The service will offer regular toileting calls to prevent continence problems and improve skin integrity. If a person needs to be turned in bed the service will be able to do provide this.

4 Care Call Crisis Response team including Falls Responder

Care Call supports approximately 3,500 people across the Borough of North Tyneside linked to the call centre via either a community alarm or GMS solution.

The service provides telecare solutions, which will enhance avoidance of admission to hospital targets, fast track hospital discharges through using 24/7 mobile response and monitoring.

Care Call carries a full range of stock to enable the service to provide equipment, replace and replicate at a short notice. We currently have in excess of 6,000 pieces of equipment in use within North Tyneside.

Medication monitoring solutions can be used in place of medication prompts which will reduce the number of medication only domiciliary care calls which are carried out to support health needs.

The Carecall service also provides a Falls Responder service which aims to reduce falls and fracture risk and ensure effective treatment, rehabilitation and secondary prevention for those who have fallen thus promoting independence and support people to age well in North Tyneside.

The Falls Responder service will work in partnership with NEAS to provide a first response for North Tyneside patients who present to NEAS via 111/999 having fallen.

Points of contact between patients and the service

Patient or relative contacts 111/999 following a fall, the call is triaged and in the absence of significant injury, illness or life threatening emergency the call is passed to the provider to attend the patient who has fallen.

Staff working in the service will be trained to provide a primary assessment of the patient who has fallen, provide falls first aid, in safe moving and handling techniques and in onwards referral pathways.

Periods of operation

The service will operate 24 hours a day.

Setting

Responding to falls in patients usual place of residence.

Length of access to the service

The service will respond to acute falls.

Referral process

In addition to responding to Carecall customer falls the service will accept referrals from NEAS following triage of calls from 111/999

Follow-up

Onwards referral to the community falls clinic should be offered. Where acute illness or injury is a concern immediate referral should be made to NEAS/ GP/ community nursing services.

Falls Database

Details of patients who have been seen by the first responder service should be entered into the falls database with patient consent.

5 Adaptation and Loan Equipment Service (ALES)

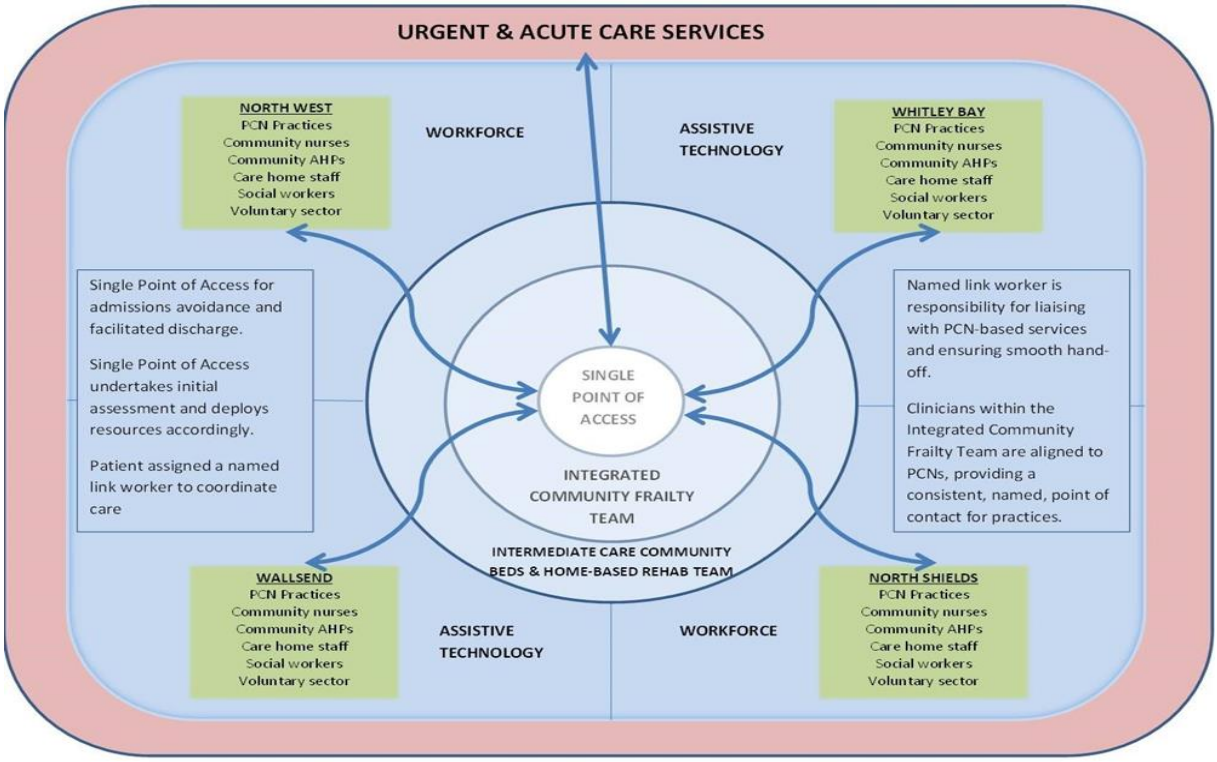
ALES provide equipment & adaptations for North Tyneside residents requiring these due to age, illness or disability. The service is accessed by Occupational Therapists, Physiotherapists, Social Workers, District Nurses, Health Visitors, and GPs on behalf of their clients/patients.

The service includes:-

- Provision of community nursing equipment
- Provision of equipment for daily living
- Provision of equipment for sensory impairment
- Short term wheelchairs
- Maintenance & servicing of equipment and adaptations
- Collection of equipment & decontamination & recycling
- Provision of adaptations for hospital discharge / palliative care
- Full design and implementation of adaptations in all tenures
- Feasibility of adaptations
- Assessment & Demonstration Suite

Further development of the service is planned, to create an Integrated Community Frailty Service for North Tyneside through the reconfiguration of Care Point, Jubilee Day Hospital and the intermediate care beds at Hadrian House and Royal Quays. It will include:

- The development of an integrated frailty service within existing NHS and Local Authority services contracts.
- The development of a new community bed based intermediate care facility that will also house an integrated community frailty / aging well service, which would bring together Care Point, Care Plus and Jubilee Day Hospital and community bed based care under a shared management structure to provide a ‘one-stop-shop’ for frailty elderly patients.



The key components of the planned model are:

- A single point of access and assessment, capable of understanding demand and deploying resources to avoid admission and facilitate rapid discharge.
- A single integrated community frailty team providing proactive and reactive, multidisciplinary assessment, interventions, rehabilitation, reablement and care planning for frail elderly patients in North Tyneside.
- All North Tyneside residents have rapid and equitable access to step-up and step-down beds, regardless of which local hospital they are accessing that care from.
- Coordination of care and closer alignment with community nursing teams, including mental health and Primary Care Networks.

This service will consist of:

- Single point of access
- Integrated Community Frailty Team
- Integrated Care community beds and reablement
- Integration with primary care networks and community services

Are there contracts already in place?

Some elements of the service are included in a contract for community services between NENC ICB and Northumbria Healthcare NHS Foundation Trust. A contract between NENC ICB and Age UK North Tyneside relates to the service provided by Personal Independence Coordinators.

Who are the beneficiaries of the Services?

The scheme will, mainly but not exclusively, target the population cohort shown below:

	Mostly healthy	One or more LTCs	Cancer	Serious and enduring mental illness	Advanced organic brain disorders	Learning disability	Severe physical disability	Socially excluded groups
16-74		x						
75+		x			x		x	

COMMISSIONING, CONTRACTING, ACCESS

Commissioning Arrangements *Set out what arrangements will be in place in relation to Lead Commissioning/Joint (Aligned) commissioning.*	The Authority is the lead commissioner
Contracting Arrangements *Insert the following information about the Individual Scheme:*	
(a) relevant contracts	
(b) Arrangements for contracting. Will terms be agreed by both partners or will the Responsible Commissioner have authority to agree terms	The Responsible Commissioner has the authority to agree terms
What contract management arrangements have been agreed?	
What happens if the Agreement terminates? Can the partner terminate the Contract in full/part?	The Authority is dependent upon the funding of the Better Care Fund to operate this service and therefore it will take steps which may include terminating the service if the Agreement terminates.
Can the Contract be assigned in full/part to the other Partner?	
Access	

Set out details of the Service Users to whom the Individual Scheme relates.	
How will individuals be assessed as eligible.	

FINANCIAL CONTRIBUTIONS

	ICB contribution	**Council Contribution**
Financial Year 2022/23	£9,111,037	

Will there be a relevant Committee/Board/Group that reviews this Individual Scheme?	Ageing Well Board
Who does that group report to?	Future Care Programme Board
Who will report to that Group?	Eleanor Binks, Interim Director of Adult Services, North Tyneside Council
Pending arrangements agreed in the Partnership Agreement, including the role of the Health & Wellbeing Board, Partners to confirm any bespoke management arrangements for the Individual Scheme	

STAFF

Consider:	
Who will employ the staff in the partnership?	The Authority employs the staff who provide the reablement service; CareCall; the Adaptation and Loan Equipment Service; and hospital social workers. Other staff are employed by Northumbria Healthcare NHS Foundation Trust.
Is a TUPE transfer secondment required?	No
How will staff increments be managed?	The cost of any staff increments will be absorbed by the employing organisation
Have pension arrangements been considered?	No

Council staff to be made available to the arrangements	Existing staff of the service
ICB staff to be made available to the arrangements	None

ASSURANCE AND MONITORING

Have performance measures been set up?	The key performance indicators are: • Permanent admissions to residential and nursing care homes for those aged 65+, per 100,000 population (ASCOF 2A part 2) • Proportion of older people (65+) who were still at home 91 days after discharge from hospital into reablement/rehabilitative services • Proportion of clients who are supported at home • Avoidable hospital admissions Carepoint • Emergency admissions of patients aged 75+ • Readmissions within 30 days of patients aged 75+ • Permanent admissions to residential care • Client outcomes measured using EQ-5D • Number of new service users this period • Number of service users this period • Number of hospital admissions of service users this period Enhanced CarePoint • Number of referrals received by patient registered GP practice • Number of referrals received during the last month, 12 months on a rolling basis • Referral source (GP practice, Frailty Pharmacist, Case-find, Other) • DNA rate • Number of referrals declined (including the reasons for this and the action taken) • Current active caseload for the service as a whole • Current active caseload for each WTE Community Matron • Number of patients discharged monthly , 12 monthly and on a rolling basis

	• Length of time patient in the service (discharged back to GP within 12 weeks ?) • % of referrals processed within 2 working days of receipt • % of first appointments completed within 10 working days of referral • Average no. appointments completed per WTE Community Matron per day • Average no. appointments completed per WTE Pharmacist per day • Number of patients referred to the PICs (100%) monthly • Average reduction / increase in patient Edmonton Scores recorded over the period • PIC case studies • Patient/carer survey data (including responses to Friends and Family Test) • Practice survey data • Sense Maker survey Overnight • Number of new service users this period • Number of service users this period • Number of hospital admissions of service users this period Care Call • A&E attendances for people aged 75+ • The proportion of calls to the Care Call crisis response service resulting in A&E attendance • The number of people using the Care Call crisis response service ALES • Number of items of equipment delivered • Number of minor adaptations fitted • Percentage of items of equipment or minor adaptations delivered within 7 days • Overall satisfaction rating of people receiving equipment • Value of equipment issued • Maximum number of weeks a client has been waiting for an OT assessment • Number of clients waiting for an OT assessment
Who will monitor performance	Eleanor Binks, Interim Director of Adult Services, North Tyneside Council

Have the form and frequency of monitoring information been agreed?	Yes
Who will provide the monitoring information? Who will receive it	NTC Performance team

LEAD OFFICERS

Partner	Name of Lead Officer	Address	Telephone Number	Email Address
Council	Eleanor Binks, Interim Director, Adults Services	Adult Social Care North Tyneside Council Quadrant Cobalt Business Park North Tyneside NE27 OBY	0191 643 7076	Eleanor.Binks@northtyneside.gov.uk
Council	Scott Woodhouse, Head of Commissioning – Adults	Adult Social Care, North Tyneside Council, Quadrant - Floor 3, The Silverlink North, Cobalt Business Park,North Tyneside, NE27 0BY	0191 643 7082	scott.woodhouse@northtyneside.gov.uk
NENC ICB	Dr Lynn Craig Clinical Development Manager	NENC ICB (North Tyneside) Hedley Court North Shields NE29 7ST		Lynn.Craig2@nhs.net

REGULATORY REQUIREMENTS

Are there any regulatory requirements that should be noted in respect of this particular Individual Scheme?	No

INFORMATION SHARING AND COMMUNICATION

What are the information/data sharing arrangements?	
How will charges be managed (which should be referred to in Part 2 above)	
What data systems will be used?	
Consultation – staff, people supported by the Partners, unions, providers, public, other agency	
Printed stationary	

DURATION AND EXIT STRATEGY

What are the arrangements for the variation or termination of the Individual Scheme.	
Can part/all of the Individual Scheme be terminated by agreement of both Partners?	Yes, providing that any changes to the Scheme ensure that the totality of the Schemes covered by the Partnership Agreement continue to be in line with National Conditions.
Can part/all of the Individual Scheme be terminated as a result of breach by either Partner?	Yes.
What is the duration of these arrangements?	The Scheme will operate throughout the duration of the Partnership Agreement.
Set out what arrangements will apply upon termination of the Individual Service, including without limitation the following matters addressed in the main body of the Agreement:	
1) maintaining continuity of Services	The Authority will provide the BCF Partnership Board with an Exit plan which demonstrates how services will be maintained, where appropriate.
(2) allocation and/or disposal of any equipment relating to the Individual Scheme;	In accordance with the Exit plan described in (i) above
(3) responsibility for debts and on-going contracts;	The Authority will be responsible for debts and on-going contracts.

(4)	*responsibility for the continuance of contract arrangements with Service Providers (subject to the agreement of any Partner to continue contributing to the costs of the contract arrangements);*	The Authority will be responsible for the continuance of contract arrangements.

Intermediate Care

Context and Background

The Care Act 2014 identified intermediate Care and reablement support as services that can delay or prevent the need for more intensive care and support and also be a stage in a longer term package of care.

Intermediate Care beds – Phase one

The Older Peoples' Partnership Board agreed a new model for the provision of intermediate care. Phase one of the new model begun in December 2016 with the development of a new 20 bedded community based Intermediate Care facility and adopting a multi-agency approach to deliver community based rehabilitation.

Royal Quays Intermediate Care Service

The Royal Quays development formed phase one of the Intermediate Care model. Opened in December 2016 following the closure of the Cedars, the service provides twenty community based intermediate Care beds. The model is based on a range of services that promote and enable faster recovery from illness, prevent unnecessary acute hospital admissions and premature admission to long term care and in doing so, supports timely discharge from hospital and maximise independent living.

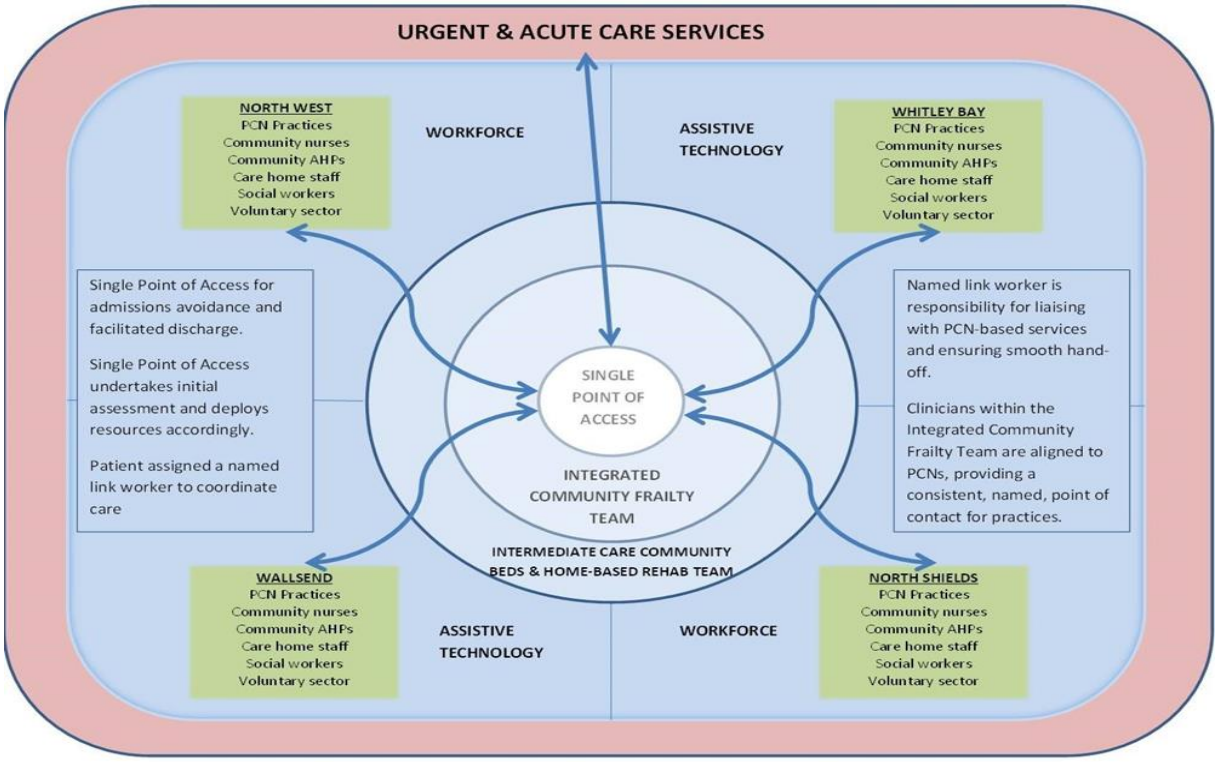
The nursing element of the service is provided by Akari healthcare with OT and Physiotherapy provided by Northumbria Healthcare NHS Foundation Trust. Clinical oversight is provided by Collingwood Medical Group with the rehabilitation being delivered by the Local Authority Community Rehabilitation Team.

There are currently 40 intermediate beds in the system 20 at Royal Quays and 20 at Hadrian House.

There are plans in place to mobilise the step up element of Royals Quays and Hadrian House as part of the Phase 2 mobilisation which will better utilise the capacity currently available.

Intermediate Care Phase 2

Phase 2 of the intermediate care review sits within the context of the creation of an Integrated Community Frailty Service for North Tyneside, through the reconfiguration of Care Point, Care Plus, Jubilee Day Hospital and the intermediate care beds at Hadrian House and Royal Quays under a shared management structure to provide a 'one-stop-shop' for frailty elderly patients.



The key components of the planned model are:

- A single point of access and assessment, capable of understanding demand and deploying resources to avoid admission and facilitate rapid discharge.
- A single integrated community frailty team providing proactive and reactive, multidisciplinary assessment, interventions, rehabilitation, reablement and care planning for frail elderly patients in North Tyneside.
- All North Tyneside residents have rapid and equitable access to step-up and step-down beds, regardless of which local hospital they are accessing that care from.
- Coordination of care and closer alignment with community nursing teams, including mental health and Primary Care Networks.

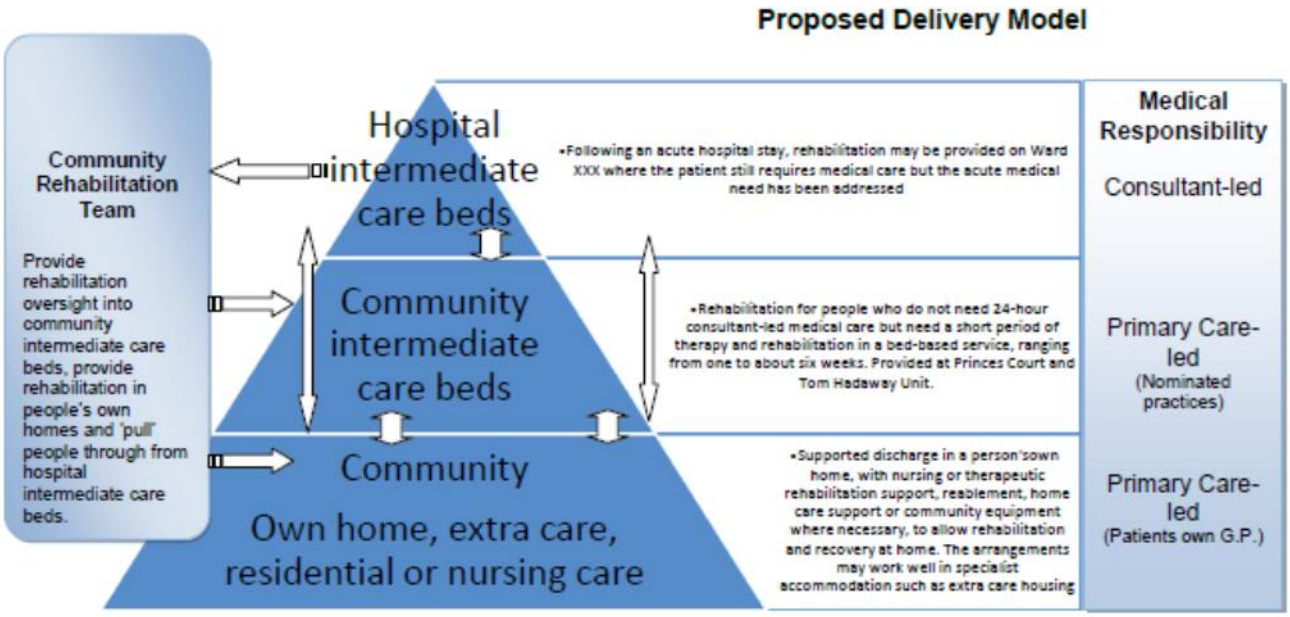
This service will consist of:

- Single point of access
- Integrated Community Frailty Team
- Integrated Intermediate care beds and reablement
- Integration with primary care networks and wider community services

Phase two of the agreed plan commenced in 2019. More care will be delivered in a community setting, with additional investment in community services and social care provision being used to support this transition. This will include:

- Creation of a new community-based facility capable of housing the Single Point of Access and the Integrated Community Frailty Team alongside the total 40 intermediate care beds.

- Creation of step-up community bed pathways to support admission avoidance and functions of the SPA.
- Strengthening the role of the peripatetic service, including Discharge to Assess and community reablement.
- Enhancing the role of Personal Independence Coordinator workers and volunteers



The service will accept patients who:

- Are expected to return to their usual place of residence within 6 weeks
- Cannot feasibly have their needs met within their own home
- Are medically stable i.e. could safely be cared for in their own home but for their rehabilitation needs
- Have care needs that can be safely and appropriately met in a care home with nursing.
- Are older; no lower age is specified but patients will generally be older (60+)
- Require at least two of the “Three Rs” - an opportunity to recover (including regaining lost confidence), rehabilitation and reablement in order to return home
- Require a limited period of recuperation and community assessment prior to agreement on their longer-term care package

Exclusions:

- Patients where an admission to a care home with nursing (or community hospital) environment would be inappropriate or contravene CQC registration
- Patients whose primary needs are for End of Life care, though if a patient reaches the end of their life on the Unit, their needs and wishes can be accommodated
- Patients requiring sub-acute or post-acute care

Performance goals

Monitoring process

The ultimate measure of the success of the service rests in its ability to successfully enable people where applicable to return to and remain in their own home and to prevent unnecessary and avoidable admissions to hospital or into long-term care.

All aspects of the service will work closely with the patient, their carers, relatives and colleagues from the acute and primary care to facilitate a seamless transfer of care from hospital or the community into the Service, through to discharge.

- Measures
- Reduction in length of stay (LoS) of all individuals accessing the service
- Number of individuals discharged from the service
- Bed Occupancy Levels
- Number of days closed to admissions.
- Number of incidents reported to infection control
- Improvement in Therapy Outcomes Measures (TOMs) scores and EQ5D health status scores from admission to discharge (G Modified Barthel Index)
- Reduction in the number of older people transferring directly to long term care
- % people discharged to hospital from the unit (admissions and re-admissions)
- % of these originally admitted from the community (second phase)
- % of these originally admitted from hospital
- Number of acute readmissions to hospital within 72 hours of admission to the service (for people that had originally been admitted from hospital)
- Number of days delayed discharge from service due to inability to discharge a person
- Customer satisfaction during stay in unit prior to discharge
- % receiving Tier 1 Falls assessment within 24 hours
- % with 3+ score on FRAT receiving Tier 2 assessment within 24 hours
- Circumstances/services received of people prior to unit and 3 months and 6 months post discharge from the service
- Number of people in long term care/ receiving an intensive level of care 3 months and 6 months post discharge from the service
- Number short stay hospital attendances 3 months and 6 months post discharge from the service
- Increased proportion of users from the community in relation to those discharged from hospital
- Referral source of those admitted to the service
- % of carers who say they have the right information and advice to help them in their caring role
- % of carers feel who say that they are respected as equal partners throughout the care process and that their knowledge has been used appropriately
- Providers of the Service will be expected to work with the Trust and commissioners to devise a monitoring regime that enables regular reporting of outcomes
- Recording of Clinical Frailty Scale and Barthel index scores, Timed up and go test and grip strength for each patient at admission and discharge.

KPIs

- No. of patients admitted
- Referral to admission within 2 days
- Average Length of Stay
- No. of readmissions to hospital
- % of patients returning home
- % independence maintained/improved
- Evidence of jointly agreed goals
- Evidence of clear information/communication from Day 1 (admission)

Community Based Rehabilitation

A Community Rehabilitation Peripatetic Team has been established as part of the community based Intermediate Care model providing both community bed based and at home rehabilitation.

The Community Rehabilitation Officers sit within CarePoint and have close working relationships to other teams. The Rehabilitation officers oversee the rehabilitation needs of people being discharged from hospital (step down) and people at risk of an inappropriate admission to hospital (step up). The Rehabilitation Officers work with people with rehabilitation needs who are living in their own homes, extra care schemes, in permanent care where they may be at risk of an inappropriate hospital admission, in the Royal Quays intermediate care bed-based facility and work with people in hospital to 'pull' people through the system and promote a timely discharge where rehabilitation is a part of that person's assessed needs.

Who are the beneficiaries of the Services?

	Mostly healthy	One or more LTCs	Cancer	Serious and enduring mental illness	Advanced organic brain disorders	Learning disability	Severe physical disability	Socially excluded groups
Aged 16-74		✓						
Aged 75+		✓						

COMMISSIONING, CONTRACTING, ACCESS

Commissioning Arrangements	NENC ICB is the lead commissioner

Set out what arrangements will be in place in relation to Lead Commissioning/Joint (Aligned) commissioning.	
Contracting Arrangements *Insert the following information about the Individual Scheme:*	
(c) relevant contracts	Northumbria Healthcare Trust delivers rehabilitation step down in Ward 23, Ward 3. NENC ICB commissions NHS beds with Akari at Princess Court and Coble House. NHCT provide consultant support for Princess Court
(d) arrangements for contracting. Will terms be agreed by both partners or will the Responsible Commissioner have authority to agree terms	The Responsible Commissioner has authority to agree terms.
What contract management arrangements have been agreed?	
What happens if the Agreement terminates? Can the partner terminate the Contract in full/part?	In relation to contractual arrangements with NHCT NHS standard contract requirements apply.
Can the Contract be assigned in full/part to the other Partner?	Potentially yes.
Access	
Set out details of the Service Users to whom the Individual Scheme relates.	
How will individuals be assessed as eligible.	

FINANCIAL CONTRIBUTIONS

Financial Year 2022/23

	ICB contribution	**Council Contribution**
Pooled Fund – Intermediate Care Beds	£3,423,128	

	ICB contribution	Council Contribution
Pooled Fund – Intermediate Care community based Rehabilitation service	£911,846	

GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP

Will there be a relevant Committee/Board/Group that reviews this Individual Scheme?	Future Care Programme Board
Who does that group report to?	Future Care Executive
Who will report to that Group?	Anya Paradis, Director of Place (North Tyneside), NENC ICB
Pending arrangements agreed in the Partnership Agreement, including the role of the Health & Wellbeing Board, Partners to confirm any bespoke management arrangements for the Individual Scheme	

STAFF

Consider:	
Who will employ the staff in the partnership?	The Intermediate Care pathway is delivered across a number of organisations and not one partner organisation.
Is a TUPE transfer secondment required?	It is not clear at time of writing what the final plans are in relation to TUPE arrangements.
How will staff increments be managed?	
Have pension arrangements been considered?	
Council staff to be made available to the arrangements *Please make it clear if these are staff that are transferring under TUPE to the ICB.*	

If the staff are being seconded to the ICB this should be made clear	
ICB staff to be made available to the arrangements *Please make it clear if these are staff that are transferring under TUPE to The Authority.* *If the staff are being seconded to The Authority this should be made clear.*	N/A

ASSURANCE AND MONITORING

Have performance measures been set up?	
Who will monitor performance?	
Have the form and frequency of monitoring information been agreed?	
Who will provide the monitoring information? Who will receive it?	

LEAD OFFICERS

Partner	**Name of Lead Officer**	**Address**	**Telephone Number**	**Email Address**
Council	Scott Woodhouse, Head of Commissioning – Adults	Adult Social Care, North Tyneside Council, Quadrant - Floor 3, The Silverlink North, Cobalt Business Park,North Tyneside, NE27 0BY	0191 643 7082	Scott.Woodhouse@northtyneside.gov.uk

Partner	Name of Lead Officer	Address	Telephone Number	Email Address
ICB	Lynn Craig Clinical Development Manager	NENC ICB, 12 Hedley Court, Orion Business Park, Tyne Tunnel Trading Estate, North Shields, NE29 7ST	0191 2931165	Lynn.craig2@nhs.net

REGULATORY REQUIREMENTS

Are there any regulatory requirements that should be noted in respect of this particular Individual Scheme?	

INFORMATION SHARING AND COMMUNICATION

What are the information/data sharing arrangements?	
How will charges be managed (which should be referred to in Part 2 above)	
What data systems will be used?	
Consultation – staff, people supported by the Partners, unions, providers, public, other agency	
Printed stationary	

DURATION AND EXIT STRATEGY

What are the arrangements for the variation or termination of the Individual Scheme.	
Can part/all of the Individual Scheme be terminated by agreement of both Partners?	Yes, providing that any changes to the Scheme ensure that the totality of the Schemes covered by the Partnership Agreement continue to be in line with National Conditions.

Can part/all of the Individual Scheme be terminated as a result of breach by either Partner?	Yes.
What is the duration of these arrangements?	The Scheme will operate throughout the duration of the Partnership Agreement.
Set out what arrangements will apply upon termination of the Individual Service, including without limitation the following matters addressed in the main body of the Agreement:	
2) maintaining continuity of Services	The ICB will provide the BCF Partnership Board with an Exit plan which demonstrates how services will be maintained, where appropriate.
(2) allocation and/or disposal of any equipment relating to the Individual Scheme;	In accordance with the Exit plan described in (i) above
(3) responsibility for debts and on-going contracts;	The ICB will be responsible for debts ad and on-going contracts.
(4) responsibility for the continuance of contract arrangements with Service Providers (subject to the agreement of any Partner to continue contributing to the costs of the contract arrangements);	The ICB will be responsible for the continuance of contract arrangements.

Liaison Psychiatry for Working Age Adults

AIMS AND OUTCOMES

The strategic objective of this service is to improve management for patients with co-morbid physical and mental health conditions.

THE ARRANGEMENTS

Set out which of the following applies in relation to the Individual Scheme:

- ~~Lead Commissioning;~~
- ~~Integrated Commissioning;~~
- Joint (Aligned) Commissioning;
- the establishment of one or more Pooled Funds ~~and/or Non Pooled Funds~~ as may be required.

The Host Partner for the Pooled Fund is The Authority and the Pooled Fund Manager, being an officer of the Host Partner is the Health and Social Care Integration Manager.

The Responsible Commissioner for this scheme is the ICB and the providers are the Cumbria, Northumberland, Tyne and Wear NHS Foundation Trust, and Northumbria Healthcare NHS Foundation Trust.

Cumbria, Northumberland Tyne and Wear NHS Foundation Trust will provide a service for patients aged 18-64.

FUNCTIONS

The scheme is relevant to the following function of the ICB:

a) commissioning certain health services (where the NHS Commissioning Board is not under a duty to do so) that meet the reasonable needs of:
    - all people registered with member GP practices, and
    - people who are usually resident within the area and are not registered with a member of any clinical commissioning Group

The scheme does not involve any delegation of this function from the ICB to The Authority.

SERVICES

Liaison psychiatry provides an interface between psychiatry and medicine focusing on providing improved management for patients with co-morbid physical and mental health conditions.

The aim of the Psychiatric Liaison Team for North Tyneside is to provide timely assessment, effective intervention and appropriate onward referral and sign-posting for people who present with mental health co-morbidities, self-harm, and suicidality. The service aims to contribute to an increase in the quality of care provided to people who attend General Hospital Services secondary to self-harm, and to those who are thought to be suffering from mental illness while being treated as an inpatient for physical health problems.

The service operates 24 hours a day, seven days per week, and 365 days per year. The service aims to respond to emergency referrals (from the emergency department NSECH) within 1 hour of referral, within 24 hours for referrals in patient wards at NSECH. An advice service is provided to staff at other hospital locations.

The Psychiatric Liaison Service sees any patient who is

- Aged 16 years or over.
- Receiving treatment for an act of self-harm.
- Have physical and mental health co-morbidities.

Young People Under 16 years follow paediatric pathway within Department of Health Guidelines

Who are the beneficiaries of the Services?

The schemes will, mainly but not exclusively, target the population cohort shown below:

	Mostly healthy	One or more LTCs	Cancer	Serious and enduring mental illness	Advanced organic brain disorders	Learning disability	Severe physical disability	Socially excluded groups
16-74		✓		✓	✓			
65+		✓		✓	✓			

COMMISSIONING, CONTRACTING, ACCESS

Commissioning Arrangements *Set out what arrangements will be in place in relation to Lead Commissioning/Joint (Aligned) commissioning.*	The ICB is the Responsible Commissioner
How will these arrangements work?	
Contracting Arrangements *Insert the following information about the Individual Scheme:*	

(e) relevant contracts	The services will be covered as elements of existing contracts between the ICB (as an associate commissioner) and: a) Northumbria Healthcare NHS Foundation Trust b) Cumbria, Northumberland, Tyne and Wear NHS Foundation Trust
(f) arrangements for contracting. Will terms be agreed by both partners or will the Responsible Commissioner have authority to agree terms	The Responsible Commissioner has authority to agree terms
What contract management arrangements have been agreed?	The contract management operations already in use by the ICB will cover this service.
What happens if the Agreement terminates? Can the partner terminate the Contract in full/part?	In the event of termination of the Agreement, the ICB will be responsible for taking decisions on any future provision of service.
Can the Contract be assigned in full/part to the other Partner	No
Access	
Set out details of the Service Users to whom the Individual Scheme relates.	
See above	
How will individuals be assessed as eligible.	Patients will be referred to the service by A&E or ward-based staff.

FINANCIAL CONTRIBUTIONS

	ICB contribution	**Council Contribution**
Financial Year 2022/23	£812,371	

Financial resources in subsequent years to be determined in accordance with the Agreement

GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP

Will there be a relevant Committee/Board/Group that reviews this Individual Scheme?	CNTW Contract meeting reporting to Mental Health Integration Board
Who does that group report to?	Health & Wellbeing Board
Who will report to that Group?	Janet Arris
Pending arrangements agreed in the Partnership Agreement, including the role of the Health & Wellbeing Board, Partners to confirm any bespoke management arrangements for the Individual Scheme	

STAFF

Consider:	
Who will employ the staff in the partnership?	Staff will be employed by Northumbria Healthcare NHS Foundation Trust and Cumbria, Northumberland, Tyne and Wear NHS Foundation Trust
Is a TUPE transfer secondment required?	No
How will staff increments be managed?	The cost of staff increments will be absorbed by the employing organisations
Have pension arrangements been considered?	No
Council staff to be made available to the arrangements	None
ICB staff to be made available to the arrangements	None

ASSURANCE AND MONITORING

Have performance measures been set up?	• Number of referrals to each service • Reduction in Length of Stay • Reduction in Readmissions within 30 days • Reduction in Attendances
Who will monitor performance?	The ICB
Have the form and frequency of monitoring information been agreed?	Monthly performance reports and monthly monitoring agreements
Who will provide the monitoring information? Who will receive it?	The provider will provide the information and the ICB will receive it.

LEAD OFFICERS

Partner	Name of Lead Officer	Address	Telephone Number	Email Address
Council	Katie Simpson, Assistant Director Mental Health			
ICB	Janet Arris	NENC ICB, 12 Hedley Court, Orion Business Park, Tyne Tunnel Trading Estate, North Shields, NE29 7ST	0191 2931175	janet.arris1@nhs.net

REGULATORY REQUIREMENTS

Are there any regulatory requirements that should be noted in respect of this particular Individual Scheme?	No

INFORMATION SHARING AND COMMUNICATION

What are the information/data sharing arrangements?	Monthly monitoring arrangements
How will charges be managed (which should be referred to in Part 2 above)	
What data systems will be used?	
Consultation – staff, people supported by the Partners, unions, providers, public, other agency	
Printed stationary	There are no requirements for printed stationary specific to this scheme.

DURATION AND EXIT STRATEGY

What are the arrangements for the variation or termination of the Individual Scheme.	
Can part/all of the Individual Scheme be terminated by agreement of both Partners?	Yes, providing that any changes to the Scheme ensure that the totality of the Schemes covered by the Partnership Agreement continue to be in line with National Conditions.
Can part/all of the Individual Scheme be terminated as a result of breach by either Partner?	Yes.
What is the duration of these arrangements?	The Scheme will operate throughout the duration of the Partnership Agreement.
Set out what arrangements will apply upon termination of the Individual Service, including without limitation the following matters addressed in the main body of the Agreement:	
3) maintaining continuity of Services	The ICB will provide the BCF Partnership Board with an Exit plan which demonstrates how services will be maintained, where appropriate.
(2) allocation and/or disposal of any equipment relating to the Individual Scheme;	In accordance with the Exit plan described in (i) above
(3) responsibility for debts and on-going contracts;	The ICB will be responsible for debts ad and on-going contracts.
(4) responsibility for the continuance of contract arrangements with Service Providers (subject to the agreement of any Partner to continue contributing to the costs of the contract arrangements);	The ICB will be responsible for the continuance of contract arrangements.

Care Act Implementation

AIMS AND OUTCOMES

The objective of this scheme is to enable The Authority to meet its statutory obligations arising from the continued implementation of the Care Act 2014.

THE ARRANGEMENTS

Set out which of the following applies in relation to the Individual Scheme:

- ~~*Lead Commissioning;*~~
- ~~*Integrated Commissioning;*~~
- *Joint (Aligned) Commissioning;*
- *the establishment of a Non-Pooled Fund may be required.*

The Host Partner for the non-Pooled Fund is The Authority.

The Authority is the Responsible Commissioner

FUNCTIONS

The scheme is relevant to all of the general duties of The Authority set out in Part 1 Section 8 of the Care Act 2014

The Scheme does not require the delegation of functions from The Authority to the ICB.

SERVICES

The Care Act 2014 aims to ensure that care and support:

- Is clearer and fairer
- Promotes people's wellbeing
- Enables people to prevent and delay the need for care and support, and carers to maintain their caring role
- Puts people in control of their lives so they can pursue opportunities to realise their potential

The Act requires local authorities to ensure the **provision of preventative services**. That is services which help prevent, reduce or delay the development of care and support needs, including carers' support needs.

The Act attempts to rebalance the focus of social care on postponing the need for care rather than only intervening at crisis point.

The Authority is required to establish and maintain a service for providing people in its area **with information and advice** relating to care and support for adults and support for carers

The advice and information offer should include details of:

- What support and services are available and how to access them
- Prevention of care and support needs
- Cost of services and how to plan for this
- Health, housing and employment services
- Abuse or neglect, how to prevent this, report it or get help

The local advice and information service should be open to everyone, including those:

- Wanting to plan for future care needs
- Who may develop care and support needs, or whose needs may increase
- Involved in assessment
- Being reviewed
- Involved in safeguarding

The Care Act placed a new duty on Local Authorities to arrange independent **advocacy** if a person would have substantial difficulty in being able to participate in or understand the care and support system.

The advocacy duty will apply from the point of first contact and if the individual is required to take part in one or more of the following processes described in the Care Act:

- A needs assessment
- A carers' assessment
- The preparation of a care and support or support plan
- A review of a care and support or support plan
- A child's needs assessment
- A child's carers' assessment
- A young carers' assessment
- A safeguarding enquiry
- A safeguarding adult review.

With regard to market oversight, shaping, and provider failure, the Act introduced

- A statutory requirement to collaborate and cooperate with other public authorities, including duty to promote integration with NHS and other services
- A duty for local authorities to step in to ensure that no one is left without the care they need if their service closes because of **business failure**
- CQC **oversight** of financial health of providers most **difficult to replace** were they to fail and to provide assistance to local authorities if providers do fail

Continuity of assessment - the Act seeks to clarify the assessment process for anyone wishing to move between different local authority areas, recognising that it is important to ensure that care and support is in place during the move, in order to maintain the person's wellbeing. Effective joint working between authorities will be essential to ensure that care continues without interruption, providing confidence to the individual.

The Act introduced a **national minimum threshold for eligibility**, which sets out the minimum threshold for care & support needs which must be met by local authorities in all areas.

The guidance & regulations set out the requirements in order for assessments to be compliant. This includes providing a written explanation of how the eligibility criteria has been applied & a copy of the assessment.

The assessment should consider the person's strengths; what is working well & identify the assets available to them, both in their personal networks & the wider community.

The Act provides regulations to state when a local authority may or must enter into a **deferred payment agreement**, which will allow people to defer paying their care fees by taking out a loan from their local authority (secured against their property) to pay for care and support

The Act makes some significant changes in terms of the rights of **Carers:**

- Putting carers on the same footing as those they care for, in terms of eligibility for support.
- Removes the requirement to *ask* for an assessment
- Removes the requirement to be providing "substantial care on a regular basis".
- The Cared for Person does not need to have eligible needs in order for the Carer to be considered eligible in their own right
- The only requirement is that the carer 'may have needs for support – whether currently or in the future'.

For the Authority, implementing the Care Act involves:

- New duties and responsibilities
- Changes to local systems and processes
- More assessments and support plans
- Responsibilities towards all local people
- Better understanding of self funders and the care market needed
- Training and development of the workforce
- Costs of reforms
- Preparation for reforms needed

What Services are going to be provided within this Scheme.

Table 1 below gives an indication of the categories of expenditure which The Authority expects to incur to implement the Care Act, together with an indicative use of the agreed BCF contribution.

TABLE 1

Service area	Detail	Funding Allocation 2022/23
Carers	• Ensure duty to undertake assessments and provide support for carers is available; • Links with assessments and planning through North Tyneside Carers Centre and through social work teams; • Supporting carers to maintain their caring role through good quality carers assessment and planning; • Reduce burden on social care and health services;	£416,975
Information and advice, including advocacy	• Ensure the preventative offer includes access to advice and information, with support through Gateway Team; • Continued development and investment in SIGN North Tyneside and MyCare North Tyneside offer; • Development of citizen portal and safeguarding / provider portals; • Support for self-funding people to navigate the care system; • Ensure advocacy support is available to support people through assessment and support planning process as well as those in safeguarding; • Care and Connect service to act as community navigators to assist people to access support without going through Adult Social Care;	£134,651
Assessment and eligibility	• Ensure there is an effective Gateway function and signposting of people to universal services; • Ensure eligibility continues to be delivered at “substantial” levels; • Ensure timely assessment and support planning for those people in hospital to support timely discharge;	£167,613
Safeguarding	• Statutory requirement to have a Safeguarding Adults Board;	£13,968
Training	• Ensure the social care workforce continues to be adequately trained in relation to Care Act statutory requirements, regulations, guidance etc.	£24,444
Market oversight and provider failure	• Ensure continued compliance with requirements of Care Act to ensure there is a viable and sustainable care market in North Tyneside; • Manage provider failure and work with the Care Quality Commission and the NHS as appropriate; • Ensure sufficiency of supply with high quality provision and provider compliance;	£23,279
Total		£780,930

Are there contracts already in place?

Not applicable

Are there any plans or agreed actions to change the Services?

No plans to change the services

Who are the beneficiaries of the Services?

Implementation of the Care Act is relevant to all client groups.

COMMISSIONING, CONTRACTING, ACCESS

Commissioning Arrangements *Set out what arrangements will be in place in relation to Lead Commissioning/Joint (Aligned) commissioning.*	The Authority will be the Responsible Commissioner
Contracting Arrangements *Insert the following information about the Individual Scheme:*	
(g) relevant contracts	
(h) arrangements for contracting. Will terms be agreed by both partners or will the Responsible Commissioner have authority to agree terms	
What contract management arrangements have been agreed?	
What happens if the Agreement terminates? Can the partner terminate the Contract in full/part?	In the event of termination of the Agreement, the requirement of The Authority to implement the Care Act will remain.
Can the Contract be assigned in full/part to the other Partner?	
Access	
Set out details of the Service Users to whom the Individual Scheme relates.	Implementation of the Care Act is relevant to all client groups.
How will individuals be assessed as eligible.	

FINANCIAL CONTRIBUTIONS

	ICB contribution	Council Contribution
Financial Year 2022/23	£780,930	

GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP

Will there be a relevant Committee/Board/Group that reviews this Individual Scheme?	The North Tyneside Council Adult Senior Management Team
Who does that group report to?	The North Tyneside Council Senior Leadership Team
Who will report to that Group?	Eleanor Binks
Pending arrangements agreed in the Partnership Agreement, including the role of the Health & Wellbeing Board, Partners to confirm any bespoke management arrangements for the Individual Scheme	

STAFF

Consider:	
Who will employ the staff in the partnership?	The Authority
Is a TUPE transfer secondment required?	No
How will staff increments be managed?	The cost of staff increments will be absorbed by The Authority
Have pension arrangements been considered?	No
Council staff to be made available to the arrangements *Please make it clear if these are staff that are transferring under TUPE to the ICB.* *If the staff are being seconded to the ICB this should be made clear*	
ICB staff to be made available to the arrangements	None

ASSURANCE AND MONITORING

Have performance measures been set up?	
Who will monitor performance?	Eleanor Binks
Have the form and frequency of monitoring information been agreed?	
Who will provide the monitoring information? Who will receive it?	

LEAD OFFICERS

Partner	Name of Lead Officer	Address	Telephone Number	Email Address
Council	Eleanor Binks	North Tyneside Council, Quadrant - Floor 3, The Silverlink North, Cobalt Business Park,North Tyneside, NE27 0BY	0191 6437317	Eleanor.binks@northtyneside.gov.uk
ICB	TBC			

REGULATORY REQUIREMENTS

Are there any regulatory requirements that should be noted in respect of this particular Individual Scheme?	No

INFORMATION SHARING AND COMMUNICATION

What are the information/data sharing arrangements?	
How will charges be managed (which should be referred to in Part 2 above)	
What data systems will be used?	
Consultation – staff, people supported by the Partners, unions, providers, public, other agency	
Printed stationary	There are no requirements for printed stationary specific to this scheme.

DURATION AND EXIT STRATEGY

What are the arrangements for the variation or termination of the Individual Scheme.	
Can part/all of the Individual Scheme be terminated by agreement of both Partners?	Yes, providing that any changes to the Scheme ensure that the totality of the Schemes covered by the Partnership Agreement continue to be in line with National Conditions.
Can part/all of the Individual Scheme be terminated as a result of breach by either Partner?	Yes.
What is the duration of these arrangements?	The Scheme will operate throughout the duration of the Partnership Agreement.
Set out what arrangements will apply upon termination of the Individual Service, including without limitation the following matters addressed in the main body of the Agreement:	
4) maintaining continuity of Services	The Authority will provide the BCF Partnership Board with an Exit Plan which demonstrates how services will be maintained, where appropriate.
(2) allocation and/or disposal of any equipment relating to the Individual Scheme;	In accordance with the Exit Plan described in (i) above
(3) responsibility for debts and on-going contracts;	The Authority will be responsible for debts and on-going contracts.
(4) responsibility for the continuance of contract arrangements with Service Providers (subject to the agreement of any Partner to continue contributing to the costs of the contract arrangements);	The Authority will be responsible for the continuance of contract arrangements.

Carers Support

The Authority and the ICB recognise the value that unpaid carers have in supporting people to continue to live independently at home or in the community. Both organisations are committed to ensuring that Young Carers in North Tyneside will be recognised as young people first and will be protected from undertaking inappropriate levels and types of caring; able to access the same opportunities as other young people; and their education and life-chances outcomes are supported.

The work that carers do is invaluable and often supports some complex and intensive individuals in some very difficult circumstances. Without these carers the individual may well be in hospital or in more permanent residential or nursing home care, often at a much higher cost to social care and health.

The provision of good quality advice and information and emotional support for carers is critical. Short-term breaks / respite provision is integral to enable carers, whether they care for older relatives, people with learning disabilities, people with a mental health problem, or people with physical disabilities to continue to undertake their caring roles and continue to be a valued part of their community.

THE ARRANGEMENTS

Set out which of the following applies in relation to the Individual Scheme:

- the establishment of one or more Non Pooled Funds as may be required.

The Host Partner for the Pooled Fund is The Authority and the Pooled Fund Manager, being an officer of the Host Partner is the Assistant Director for Wellbeing and Assessment.

FUNCTIONS

The Care Act 2014 placed additional duties and responsibilities on local authorities with regard to supporting carers. The provision of advice and information which needs to be timely and in an appropriate format was given a greater focus. The Care Act placed greater responsibility on local authorities to assess a carer's own needs for support; explore the outcomes that a carer wants to achieve in their daily life; and the impact of caring responsibilities on their desire and ability to work and to partake in education, training or recreational activities.

The Care Act states that

- the Authority must have regard to the importance of identifying carers in its area with needs for support (Part 1 Section 2 Clause 2 (c)); and
- the NHS must cooperate with each other in relation to preventative services and the identification of carers (2.34).

Both the Care Act 2014 and the Children and Families Act 2014 address the needs of young carers clearly and directly.

The Scheme does not require the delegation of functions from The Authority to the ICB.

SERVICES

What Services are going to be provided within this Scheme.

The following roles which provide direct support to carers are commissioned from North Tyneside Carers' Centre (NTCC).

Adult Carers

Carers' Wellbeing Workers:

- Delegated responsibility for conducting statutory carers assessments on behalf of the Council
- Provide one to one outcome focused support to carers
- Provide advocacy support
- Provide support through the safeguarding process
- Oversee volunteers who facilitate the specialist peer support groups
- Maintain links with specialist services e.g. the Memory Clinic

Carers' Prevention Workers:

- Provide information and advice to carers to make informed choices:
    a. via NTCC advice line
    b. one to one appointments
    c. via drop in sessions across North Tyneside
- Undertake a light touch assessment to understand the needs of carers and offer individually tailored support
- Oversee a team of volunteers who facilitate the generic carer support groups

Training Officer:

- Deliver a programme of information and training sessions for carers in the community
- Work with local organisations to develop and deliver specialist information and training sessions for carers
- Deliver carer awareness training sessions for professionals

Digital Marketing Officer:

- Raise the public's awareness of carers
- Reach new carers and raise awareness of support available from the Centre via

a. website
b. social media
c. local media
d. community events

- Develop information resources for carers and professionals to keep them up to date with local and national news

Young Carers

The specific aim of the Young Carers Service is to improve and maintain the health and wellbeing of young carers by:

- Championing the rights of young carers and ensuring their views are represented;
- Improving the identification of young carers through developing practitioners' awareness and understanding;
- Influencing broader system changes and the development of family focused models of working with families where young carers are present;
- Raising awareness with frontline staff in both children's and adult services, health and education and other agencies such as housing so that they are aware of the signs that someone is a young carer and what support they can provide in their role;
- Targeted work with Schools to improve their understanding; and
- Involving young carers and families as appropriate.

The Young Carers' Project Manager supports improved awareness of the issues young carers and their families face and to build capacity within services across the borough to increase identification and to support the with the implementation of the young carers' statutory assessment.

The total cost of these contracts is £173,627.

Carers are routinely provided with information and advice as part of the adult social care assessment process of the person they care for

During 2018 – 2019, 2366 carers were supported by North Tyneside Carers' Centre.

Respite / Short-break services

The support many carers require involves a service delivered to the person they care for. Other forms of support are often provided by access to a peer support group, training or being provided with advice and information on the condition of the person being cared for. Funding from the BCF allocation will be used to support the cost of these services.

Approx £2.5m - spend on respite provision and includes short term placements and day services

There are a number of contracts in place with independent and voluntary sector providers for the provision of respite, day services and sitting services that allow carers to take a break from their caring role.

Are there any plans or agreed actions to change the Services?

There are no plans to change the services

Who are the beneficiaries of the Services?

The scheme will, largely, but not exclusively, target the population cohort shown below:

	Mostly healthy	One or more LTCs	Cancer	Serious and enduring mental illness	Advanced organic brain disorders	Learning disability	Severe physical disability	Socially excluded groups
16-74		✓	✓	✓	✓	✓	✓	
75+		✓	✓	✓	✓	✓	✓	

COMMISSIONING, CONTRACTING, ACCESS

Commissioning Arrangements *Set out what arrangements will be in place in relation to Lead Commissioning/Joint (Aligned) commissioning.*	The Authority will be the Responsible Commissioner
Contracting Arrangements *Insert the following information about the Individual Scheme:*	
(i) relevant contracts	
(j) arrangements for contracting. Will terms be agreed by both partners or will the Responsible Commissioner have authority to agree terms	
What contract management arrangements have been agreed?	
What happens if the Agreement terminates? Can the partner terminate the Contract in full/part?	

Can the Contract be assigned in full/part to the other Partner?	
Access	
Set out details of the Service Users to whom the Individual Scheme relates.	
How will individuals be assessed as eligible.	

FINANCIAL CONTRIBUTIONS

	ICB contribution	**Council Contribution**
Financial Year 2022/23	£708,979	

Financial resources in subsequent years to be determined in accordance with the Agreement

GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP

Will there be a relevant Committee/Board/Group that reviews this Individual Scheme?	Carers Partnership Board
Who does that group report to?	Future Care Board and Health and Wellbeing Board
Who will report to that Group?	
Pending arrangements agreed in the Partnership Agreement, including the role of the Health & Wellbeing Board, Partners to confirm any bespoke management arrangements for the Individual Scheme	LA, ICB, Carers Centre,

STAFF

Consider:	
Who will employ the staff in the partnership?	
Is a TUPE transfer secondment required?	
How will staff increments be managed?	
Have pension arrangements been considered?	

Council staff to be made available to the arrangements *Please make it clear if these are staff that are transferring under TUPE to the ICB.* *If the staff are being seconded to the ICB this should be made clear*	
ICB staff to be made available to the arrangements *Please make it clear if these are staff that are transferring under TUPE to The Authority.* *If the staff are being seconded to The Authority this should be made clear.*	

ASSURANCE AND MONITORING

• *Have performance measures been set up?*	
• *Who will monitor performance?*	
• *Have the form and frequency of monitoring information been agreed?*	
• *Who will provide the monitoring information? Who will receive it?*	

LEAD OFFICERS

Partner	Name of Lead Officer	Address	Telephone Number	Email Address
Council	Scott Woodhouse, Head of Commissioning – Adults	Adult Social Care, North Tyneside Council, Quadrant, Silverlink North, Cobalt Business Park, NE27 OBY	0191 643 7082	scott.Woodhouse@northtyneside.gov.uk
ICB	Gary Charlton,	NENC ICB,	0191 2931140	gary.charlton@nhs.net

Partner	Name of Lead Officer	Address	Telephone Number	Email Address
	Deputy Director Commissioning and Corporate Development	12 Hedley Court, Orion Business Park, Tyne Tunnel Trading Estate, North Shields, NE29 7ST		

REGULATORY REQUIREMENTS

Are there any regulatory requirements that should be noted in respect of this particular Individual Scheme?	No

INFORMATION SHARING AND COMMUNICATION

What are the information/data sharing arrangements?	
How will charges be managed (which should be referred to in Part 2 above)	
What data systems will be used?	
Consultation – staff, people supported by the Partners, unions, providers, public, other agency	
Printed stationary	There are no requirements for printed stationary specific to this scheme.

DURATION AND EXIT STRATEGY

What are the arrangements for the variation or termination of the Individual Scheme.	
Can part/all of the Individual Scheme be terminated by agreement of both Partners?	Yes, providing that any changes to the Scheme ensure that the totality of the Schemes covered by the Partnership Agreement continue to be in line with National Conditions.

Can part/all of the Individual Scheme be terminated as a result of breach by either Partner?	Yes.
What is the duration of these arrangements?	The Scheme will operate throughout the duration of the Partnership Agreement.
Set out what arrangements will apply upon termination of the Individual Service, including without limitation the following matters addressed in the main body of the Agreement:	
5) maintaining continuity of Services	The Authority will provide the BCF Partnership Board with an Exit Plan which demonstrates how services will be maintained, where appropriate.
(2) allocation and/or disposal of any equipment relating to the Individual Scheme;	In accordance with the Exit Plan described in (i) above
(3) responsibility for debts and on-going contracts;	The Authority will be responsible for debts and on-going contracts.
(4) responsibility for the continuance of contract arrangements with Service Providers (subject to the agreement of any Partner to continue contributing to the costs of the contract arrangements);	The Authority will be responsible for the continuance of contract arrangements.

Advice and Information

The Local Authority Gateway Team receives referrals and request for information from the general public and from professionals across a range of client groups and service requirement areas.

The function of the Team is to review requests as they come in and provide a timely and supportive response in relation to the request received.

A key element of this is specifically in relation to advice and information, to ensure we are able to support people to access a range of “other” services and support measures prior to coming into the social care system, this can include short term response and also crisis response.

THE ARRANGEMENTS

Set out which of the following applies in relation to the Individual Scheme:

- Commissioning;
- Integrated Commissioning;
- Joint (Aligned) Commissioning;
- the establishment of one or more Non Pooled Funds as may be required.

The Host Partner for the Pooled Fund is The Authority and the Pooled Fund Manager, being an officer of the Host Partner is the Assistant Director, Gateway and Whole Life Disability.

FUNCTIONS

This funding is a contribution towards the overall operational costs of the Gateway Team. The costs of the Team are largely staffing related costs.

The functions of the Team include:

- Advice and information
- Receive referrals as part of Adult Social Care front door
- Assess and determine eligibility to pass on for assessment
- Passport individuals to other services and support, this could include within the wider Council services as well as those delivered by other organisations

The Scheme does not require the delegation of functions from The Authority to the ICB.

SERVICES

What Services are going to be provided within this Scheme.

Services as set out above in functions

COMMISSIONING, CONTRACTING, ACCESS

Commissioning Arrangements *Set out what arrangements will be in place in relation to Lead Commissioning/Joint (Aligned) commissioning.*	The Authority will be the Responsible Commissioner
Contracting Arrangements *Insert the following information about the Individual Scheme:*	
• *relevant contracts*	N/A, funding is a contribution towards overall staffing costs
• *arrangements for contracting. Will terms be agreed by both partners or will the Responsible Commissioner have authority to agree terms*	N/A, funding is a contribution towards overall staffing costs
What contract management arrangements have been agreed?	N/A, funding is a contribution towards overall staffing costs
What happens if the Agreement terminates? Can the partner terminate the Contract in full/part?	N/A, funding is a contribution towards overall staffing costs
Can the Contract be assigned in full/part to the other Partner?	N/A, funding is a contribution towards overall staffing costs
Access	
Set out details of the Service Users to whom the Individual Scheme relates.	All clients groups, adults
How will individuals be assessed as eligible.	

FINANCIAL CONTRIBUTIONS

	ICB contribution	**Council Contribution**
Financial Year 2022/23	£38,194	

Financial resources in subsequent years to be determined in accordance with the Agreement

GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP

Will there be a relevant Committee/Board/Group that reviews this Individual Scheme?	The North Tyneside Council Adult Senior Management Team

Who does that group report to?	The North Tyneside Council Senior Leadership Team
Who will report to that Group?	Scott Woodhouse
Pending arrangements agreed in the Partnership Agreement, including the role of the Health & Wellbeing Board, Partners to confirm any bespoke management arrangements for the Individual Scheme	The North Tyneside Council Adult Senior Management Team

STAFF

Consider:	
Who will employ the staff in the partnership?	Local Authority
Is a TUPE transfer secondment required?	No
How will staff increments be managed?	Local Authority terms and conditions
Have pension arrangements been considered?	Local Government Pension Scheme
Council staff to be made available to the arrangements *Please make it clear if these are staff that are transferring under TUPE to the ICB.* *If the staff are being seconded to the ICB this should be made clear*	 No N/A
ICB staff to be made available to the arrangements *Please make it clear if these are staff that are transferring under TUPE to The Authority.* *If the staff are being seconded to The Authority this should be made clear.*	 No N/A

ASSURANCE AND MONITORING

• *Have performance measures been set up?*	
• *Who will monitor performance?*	

• *Have the form and frequency of monitoring information been agreed?*	
• *Who will provide the monitoring information? Who will receive it?*	

LEAD OFFICERS

Partner	Name of Lead Officer	Address	Telephone Number	Email Address
Council	Scott Woodhouse, Head of Commissioning – Adults	Adult Social Care, North Tyneside Council, Quadrant, Silverlink North, Cobalt Business Park, NE27 OBY	0191 643 7007	Scott.Woodhouse@northtyneside.gov.uk
ICB	Gary Charlton, Deputy Director Commissioning and Corporate Development	NENC ICB, 12 Hedley Court, Orion Business Park, Tyne Tunnel Trading Estate, North Shields, NE29 7ST	0191 2931140	gary.charlton@nhs.net

REGULATORY REQUIREMENTS

Are there any regulatory requirements that should be noted in respect of this particular Individual Scheme?	No

INFORMATION SHARING AND COMMUNICATION

What are the information/data sharing arrangements?	
How will charges be managed (which should be referred to in Part 2 above)	
What data systems will be used?	
Consultation – staff, people supported by the Partners, unions, providers, public, other agency	
Printed stationary	There are no requirements for printed stationary specific to this scheme.

DURATION AND EXIT STRATEGY

What are the arrangements for the variation or termination of the Individual Scheme.	
Can part/all of the Individual Scheme be terminated by agreement of both Partners?	Yes, providing that any changes to the Scheme ensure that the totality of the Schemes covered by the Partnership Agreement continue to be in line with National Conditions.
Can part/all of the Individual Scheme be terminated as a result of breach by either Partner?	Yes.
What is the duration of these arrangements?	The Scheme will operate throughout the duration of the Partnership Agreement.
Set out what arrangements will apply upon termination of the Individual Service, including without limitation the following matters addressed in the main body of the Agreement:	
6) maintaining continuity of Services	The Authority will provide the BCF Partnership Board with an Exit Plan which demonstrates how services will be maintained, where appropriate.
(2) allocation and/or disposal of any equipment relating to the Individual Scheme;	In accordance with the Exit Plan described in (i) above
(3) responsibility for debts and on-going contracts;	The Authority will be responsible for debts and on-going contracts.
(4) responsibility for the continuance of contract arrangements with Service Providers (subject to the agreement of any Partner to continue contributing to the costs of the contract arrangements);	The Authority will be responsible for the continuance of contract arrangements.

End of Life Care

AIMS AND OUTCOMES

The strategic objective of this scheme is to reduce the number of hospital admissions of patients on the palliative care register, and to increase the number of people able to die in the place of their choice.

THE ARRANGEMENTS

Set out which of the following applies in relation to the Individual Scheme:

- the establishment of one or more Pooled Funds and/or Non-Pooled Funds as may be required.

FUNCTIONS

The scheme is relevant to the following function of the ICB:

- commissioning certain health services (where the NHS Commissioning Board is not under a duty to do so) that meet the reasonable needs of:
    a. all people registered with member GP practices, and
    b. people who are usually resident within the area and are not registered with a member of any clinical commissioning Group

The scheme does not involve any delegation of this function from the ICB to The Authority.

SERVICES

What Services are going to be provided within this Scheme.

Hospice at home (rapid response end of life service)

The aim of this service is to ensure all patients in non-palliative settings receive emergency palliative care trying to keep people in their place of choice, offering emotional and practical support for carers and family members as well as specialist input where needed. Emergencies may arise from changes in condition, symptom problems, anxiety, distress or social crisis.

The ICB worked in collaboration with Northumbria Healthcare NHS Foundation Trust and Marie Curie, to develop three teams across the patch, backed up by a consultant for the whole area. This allows for economies of scale and ensures sufficient back up with each other where there are pressure points.

The service model consists of two components. The first being a band 5 palliative care nurse and a band 3 Health Care Assistant providing a dedicated rapid response service. The second component will require a band 7 specialist nurse practitioner backed up by a consultant to deliver specialist palliative care input. This is designed to build upon existing work e.g. GPs and District Nurses in the community, nursing

home staff and hospital ward teams to enhance the urgent and emergency palliative care delivery.

The service has included some internal reconfiguration with the current specialist palliative care team and matched funding with Marie Curie will allow for a comprehensive multi-disciplinary palliative care team which can respond to patients needs urgently and allowing care to be delivered at home. This will prevent avoidable admissions and facilitate admission to and discharge from the palliative care unit where appropriate.

Measurable outcomes include:

- The number of patients who are in their preferred place of care/death.
- The number of eligible patients who are on an End of Life Register.
- The number of A&E attendances and subsequent hospital admissions.
- The length of stay and bed days in the last year of life.
- The number of deaths in hospital and terminal admissions that are 8 days or longer.
- The number of inappropriate admissions to hospital from Care Homes.
- Introduction of patient reported outcomes, including experience and quality measurements.
- Benchmarking against the highest performing palliative care services in the UK and abroad.

Are there contracts already in place?

a) Enhanced health in care homes	There are contracts in place between the participating general practices and NENC ICB
b) Hospice at home (rapid response end of life service)	This element will be incorporated into and revised service specification for the Community Palliative Care Team

Are there any plans or agreed actions to change the Services?

Who are the beneficiaries of the Services?

The scheme will, mainly but not exclusively, target the population cohort shown below:

	Mostly healthy	One or more LTCs	Cancer	Serious and enduring mental illness	Advanced organic brain disorders	Learning disability	Severe physical disability	Socially excluded groups
Aged 16-74								

Aged 75+		✓	✓		✓		✓	

COMMISSIONING, CONTRACTING, ACCESS

Commissioning Arrangements *Set out what arrangements will be in place in relation to Lead Commissioning/Joint (Aligned) commissioning.*	a) Enhanced health in care homes — NENC ICB is Responsible Commissioner for this element of the service b) Hospice at home (rapid response end of life service) — NENC ICB is Responsible Commissioner for this element of the service
How will these arrangements work?	
Contracting Arrangements *Insert the following information about the Individual Scheme:*	
relevant contracts	*Update to match the table on the previous page, when completed*
arrangements for contracting. Will terms be agreed by both partners and will the Responsible Commissioner have authority to agree terms	The Responsible Commissioner will have authority to agree terms.
What contract management arrangements have been agreed?	
What happens if the Agreement terminates? Can the partner terminate the Contract in full/part?	For each element of this scheme, the contractual arrangements for the service are not dependent upon the existence of the Partnership Agreement; therefore, the terms of the contract(s) will stipulate the arrangements for termination.
Can the Contract be assigned in full/part to the other Partner?	**No**
Access	
Set out details of the Service Users to whom the Individual Scheme relates.	This service will cover :

	• all residents who live in a CQC registered nursing, residential care home and specialist home who are aligned to a North Tyneside PCN and also registered to a GP practice within that PCN. • residents who live in a CQC registered nursing, residential care home or specialist care home in North Tyneside that is NOT aligned to a North Tyneside PCN. • Residents who live in a CQC registered nursing, residential care home or specialist care home that is aligned to a North Tyneside PCN but are NOT registered with a North Tyneside general practice
How will individuals be assessed as eligible.	

FINANCIAL CONTRIBUTIONS

Financial Year 2022/23

	ICB contribution	**Council Contribution**
Hospice at Home (RAPID)	£248,899	

GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP

Will there be a relevant Committee/Board/Group that reviews this Individual Scheme?	*Living Well Board*
Who does that group report to?	Future Care Programme Board
Who will report to that Group?	ICB Clinical Commissioning Lead
Pending arrangements agreed in the Partnership Agreement, including the role of the Health & Wellbeing Board, Partners to confirm any bespoke	These governance arrangements are not dependent upon the Partnership Agreement; they predate the Partnership Agreement.

management arrangements for the Individual Scheme	

STAFF

Consider:	
Who will employ the staff in the partnership?	. a) Hospice at home (rapid response end of life service) — This service will be delivered by staff of Northumbria Healthcare NHS Foundation Trust.
Is a TUPE transfer secondment required?	No
How will staff increments be managed?	The cost of any staff increments will be absorbed by the employing organisation.
Have pension arrangements been considered?	
Council staff to be made available to the arrangements *Please make it clear if these are staff that are transferring under TUPE to the ICB.* *If the staff are being seconded to the ICB this should be made clear*	There are two social workers and a fixed-term project manager employed in delivery of element (c) – palliative care social work. No transfer or secondment arrangements are planned.
ICB staff to be made available to the arrangements *Please make it clear if these are staff that are transferring under TUPE to The Authority.* *If the staff are being seconded to The Authority, this should be made clear.*	A proportion of the time of a small number of ICB staff will relate to the scheme. There will be no changes to employment arrangements under the Partnership Agreement. No ICB staff will be transferred under TUPE to The Authority.

ASSURANCE AND MONITORING

<table>
<tr><td>Have performance measures been set up?</td><td></td></tr>
<tr><td></td><td>Hospice at home
Proportion of people on the palliative care register dying in the place of their choice
Number of emergency hospital bed days in the last 100 days of life
Reductions in non-elective hospital admissions
Reductions in non-elective hospital admissions by care home residents
Reductions in Accident and Emergency attendances
Reduction in ambulance callouts to care homes.
Number of referrals to the palliative care social work service</td></tr>
<tr><td>Who will monitor performance?</td><td><table><tr><td></td><td></td></tr><tr><td>Hospice at home (rapid response end of life service)</td><td>ICB Commissioning Manager</td></tr></table></td></tr>
<tr><td>Have the form and frequency of monitoring information been agreed?</td><td>The information required for monitoring is available from either (a) the RAIDR system provided by NECS[3], (b) ad-hoc reports from NECS, or (c) from North Tyneside Council.</td></tr>
<tr><td>Who will provide the monitoring information? Who will receive it?</td><td>Reports will be provided quarterly to BCF Partnership Board.</td></tr>
</table>

LEAD OFFICERS

Partner	Name of Lead Officer	Address	Telephone Number	Email Address
Council	Georgia Douglas,	North Tyneside	0191 3371000	Georgia.douglas@northtyneside.gov.uk

[3] North East Commissioning Support Service

Partner	Name of Lead Officer	Address	Telephone Number	Email Address
	Manager, Carepoint, Assessment and Discharge	Council, 3rd Floor, Quadrant West, Silverlink North, Cobalt Business Park, NE27 OBY		
ICB	Lynn Craig Clinical Development Manager	NENC ICB, 12 Hedley Court, Orion Business Park, Tyne Tunnel Trading Estate, North Shields, NE29 7ST	0191 2931165	Lynn.craig2@nhs.net

REGULATORY REQUIREMENTS

Are there any regulatory requirements that should be noted in respect of this particular Individual Scheme?	No

INFORMATION SHARING AND COMMUNICATION

What is the information/data sharing arrangements?	
How will charges be managed (which should be referred to in Part 2 above)	
What data systems will be used?	General Practices record data on GP clinical systems, predominantly either EMIS or TPP SystmOne. Nursing staff employed by Northumbria Healthcare NHS Foundation Trust record data on TPP SystmOne. ICB staff use RAIDR to access summary information gathered by NECS from general practices.

Consultation – staff, people supported by the Partners, unions, providers, public, other agency	
Printed stationary	There are no requirements for printed stationary specific to this scheme.

DURATION AND EXIT STRATEGY

What are the arrangements for the variation or termination of the Individual Scheme.	
Can part/all of the Individual Scheme be terminated by agreement of both Partners?	Yes, providing that any changes to the Scheme ensure that the totality of the Schemes covered by the Partnership Agreement continue to be in line with National Conditions.
Can part/all of the Individual Scheme be terminated as a result of breach by either Partner?	Yes.
What is the duration of these arrangements?	The Scheme will operate throughout the duration of the Partnership Agreement.
Set out what arrangements will apply upon termination of the Individual Service, including without limitation the following matters addressed in the main body of the Agreement:	
7) maintaining continuity of Services	The ICB will provide the BCF Partnership Board with an Exit Plan which demonstrates how services will be maintained, where appropriate.
(2) allocation and/or disposal of any equipment relating to the Individual Scheme;	In accordance with the Exit Plan described in (i) above
(3) responsibility for debts and on-going contracts.	The ICB will be responsible for debts and on-going contracts.
(4) responsibility for the continuance of contract arrangements with Service Providers (subject to the agreement of any Partner to continue contributing to the costs of the contract arrangements).	The ICB will be responsible for the continuance of contract arrangements.

Independent Support for People with a Learning Disability and / or Autism

AIMS AND OUTCOMES

The objective of this scheme is to enable the Authority to provide continued support for people with a learning disability and / or autism to maintain and increase their independence in the community.

THE ARRANGEMENTS

Set out which of the following applies in relation to the Individual Scheme:

- Lead Commissioning;
- the establishment of a Non-Pooled Fund may be required.

The Host Partner for the non-Pooled Fund is The Authority.

The Authority is the Responsible Commissioner

FUNCTIONS

The scheme is relevant to all of the general duties of The Authority set out in Part 1 Section 8 of the Care Act 2014

The Scheme does not require the delegation of functions from The Authority to the ICB.

SERVICES

The Authority commission a range of services and support for people with a learning disability living in the community and / or in residential care provision (which can be in North Tyneside or out of area).

As part of these arrangements, the Authority will commission and procure services and support for individuals through existing framework agreements or contracts.

A key element of these will be to support a personalised / outcomes model of care that enables individuals to participate in planning their care. Care and support will be delivered in the least restrictive way with an approach that gives more weight to citizen voice alongside that of public sector decision makers, with quality of life outcomes.

The funding associated with this is not specific to individual services or to individual people, it is a contribution towards the overall Authority learning disability budget as set out herein.

The funding is NOT associated with meeting any specific health needs for individuals, these will be dealt with separately and under separate agreements / arrangements, i.e.

- Continuing healthcare
- S117 aftercare, Mental Health Act
- Shared funding

The funding is associated with adult social care costs for the existing learning disability client group as well as new clients coming in and needing assistance and support.

Any health tasks will be ancillary and incidental to social care services, support and tasks being undertaken and will include elements such as this includes (but is not exclusive to):

- Minimising / reducing health inequalities
- Supporting clients to access annual and other health checks and appointments, as required
- Supporting clients to receive vaccinations and immunisations, as required

What Services are going to be provided within this Scheme.

A range of community based services are in place and would benefit from this approach, this includes (but is not exclusive to):

- Supported living
- Day services
- Outreach
- Personal assistant support
- Shared lives
- Respite care

Are there contracts already in place?

There are contracts / framework agreements in place for all of the above services, the Authority leads on these, even if funding to support is:

- Adult Social Care / Authority funded
- Continuing healthcare
- S117 aftercare, Mental Health Act
- Shared funding

Are there any plans or agreed actions to change the Services?

The Services are subject to continuous review and updating to reflect current guidance, best practice and any statutory requirements. All contracts / framework agreements will be reviewed and re-procured at least every three / four years in line with the Authority's Contract Standing Orders.

Who are the beneficiaries of the Services?

Individuals with a learning disability.

COMMISSIONING, CONTRACTING, ACCESS

Commissioning Arrangements *Set out what arrangements will be in place in relation to Lead Commissioning/Joint (Aligned) commissioning.*	The Authority will be the Responsible Commissioner
Contracting Arrangements *Insert the following information about the Individual Scheme:*	
(k) relevant contracts	Supported living and community support framework agreement
(l) arrangements for contracting. Will terms be agreed by both partners or will the Responsible Commissioner have authority to agree terms	Responsible Commissioner will lead
What contract management arrangements have been agreed?	Compliance and quality monitoring arrangements are set out in the terms and conditions / service specification.
What happens if the Agreement terminates? Can the partner terminate the Contract in full/part?	In the event of termination of the Agreement, the requirement of The Authority to implement the Care Act will remain.
Can the Contract be assigned in full/part to the other Partner?	No
Access	
Set out details of the Service Users to whom the Individual Scheme relates.	Clients with a learning disability that have been assessed as eligible.
How will individuals be assessed as eligible.	Care act eligibility and assessment

FINANCIAL CONTRIBUTIONS

	ICB contribution	**Council Contribution**
Financial Year 2022/23	£759,619	

GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP

Will there be a relevant Committee/Board/Group that reviews this Individual Scheme?	The North Tyneside Council Adult Senior Management Team
Who does that group report to?	The North Tyneside Council Senior Leadership Team
Who will report to that Group?	Scott Woodhouse
Pending arrangements agreed in the Partnership Agreement, including the role of the Health & Wellbeing Board, Partners to confirm any bespoke management arrangements for the Individual Scheme	

STAFF

Consider:	
Who will employ the staff in the partnership?	Providers delivering services under the framework agreement
Is a TUPE transfer secondment required?	No
How will staff increments be managed?	By providers delivering services under the framework agreement
Have pension arrangements been considered?	By providers delivering services under the framework agreement
Council staff to be made available to the arrangements *Please make it clear if these are staff that are transferring under TUPE to the ICB.* *If the staff are being seconded to the ICB this should be made clear*	None
ICB staff to be made available to the arrangements	None

ASSURANCE AND MONITORING

Have performance measures been set up?	Yes, set out in the supported living and community support framework agreement
Who will monitor performance?	Scott Woodhouse
Have the form and frequency of monitoring information been agreed?	Annual
Who will provide the monitoring information? Who will receive it?	Scott Woodhouse to provide to the Learning Disability Integration Board

LEAD OFFICERS

Partner	Name of Lead Officer	Address	Telephone Number	Email Address
Council	Scott Woodhouse, Head of Commissioning – Adults	Adult Social Care, North Tyneside Council, Quadrant, Silverlink North, Cobalt Business Park, NE27 OBY	0191 6437082	scott.woodhouse@northtyneside.gov.uk
ICB	Janet Arris Commissioning Manager	NENC ICB, Orion Business Park, North Shields, NE29 7ST	0191 2931140	janet.arris1@nhs.net

REGULATORY REQUIREMENTS

Are there any regulatory requirements that should be noted in respect of this particular Individual Scheme?	Where appropriate services and providers under the supported living and community support framework will be required to be registered with the Care Quality Commission – delivery of personal care to individuals.

INFORMATION SHARING AND COMMUNICATION

What are the information/data sharing arrangements?	Information governance / data sharing agreements in place with providers delivering services under the supported

	living and community support framework agreement
How will charges be managed (which should be referred to in Part 2 above)	N/A
What data systems will be used?	Liquid Logic LAS case management system and Controcc for payments to providers
Consultation – staff, people supported by the Partners, unions, providers, public, other agency	
Printed stationary	There are no requirements for printed stationary specific to this scheme.

DURATION AND EXIT STRATEGY

What are the arrangements for the variation or termination of the Individual Scheme.	
Can part/all of the Individual Scheme be terminated by agreement of both Partners?	Yes, providing that any changes to the Scheme ensure that the totality of the Schemes covered by the Partnership Agreement continue to be in line with National Conditions.
Can part/all of the Individual Scheme be terminated as a result of breach by either Partner?	Yes.
What is the duration of these arrangements?	The Scheme will operate throughout the duration of the Partnership Agreement.
Set out what arrangements will apply upon termination of the Individual Service, including without limitation the following matters addressed in the main body of the Agreement:	
8) maintaining continuity of Services	The Authority will provide the BCF Partnership Board with an Exit Plan which demonstrates how services will be maintained, where appropriate.
(2) allocation and/or disposal of any equipment relating to the Individual Scheme;	In accordance with the Exit Plan described in (i) above
(3) responsibility for debts and on-going contracts;	The Authority will be responsible for debts and on-going contracts.
(4) responsibility for the continuance of contract arrangements with	The Authority will be responsible for the continuance of contract arrangements.

Service Providers (subject to the agreement of any Partner to continue contributing to the costs of the contract arrangements)	

Health Contribution to CarePoint

This specification relates to the Avoiding Admissions Resource Team commissioned by the ICB and provided by Northumbria Healthcare NHS Foundation Trust.

During 2016/17 the service became part of Carepoint, which is described in the service specification titled “Ageing Well services” elsewhere is this document. It will be incorporated into the redesigned Integrated Frailty Service, described in the Ageing Well section.

FINANCIAL CONTRIBUTIONS

	ICB contribution	Council Contribution
Financial Year 2022/23	£2,531,466	

DURATION AND EXIT STRATEGY

What are the arrangements for the variation or termination of the Individual Scheme.	
Can part/all of the Individual Scheme be terminated by agreement of both Partners?	Yes, providing that any changes to the Scheme ensure that the totality of the Schemes covered by the Partnership Agreement continue to be in line with National Conditions.
Can part/all of the Individual Scheme be terminated as a result of breach by either Partner?	Yes.
What is the duration of these arrangements?	The Scheme will operate throughout the duration of the Partnership Agreement.
Set out what arrangements will apply upon termination of the Individual Service, including without limitation the following matters addressed in the main body of the Agreement:	
9) maintaining continuity of Services	The ICB will provide the BCF Partnership Board with an Exit Plan which demonstrates how services will be maintained, where appropriate.
(2) allocation and/or disposal of any equipment relating to the Individual Scheme;	In accordance with the Exit plan described in (i) above

(3) responsibility for debts and on-going contracts;	The ICB will be responsible for debts ad and on-going contracts.
(4) responsibility for the continuance of contract arrangements with Service Providers (subject to the agreement of any Partner to continue contributing to the costs of the contract arrangements);	The ICB will be responsible for the continuance of contract arrangements.

Disabled Facilities Grant

AIMS AND OUTCOMES

Disabled Facilities Grants aim to:

- Enable people to live independently in their own home
- Minimise risk of injury for customer and carer
- Prevent admission to hospital and long term care
- Reduce dependency upon high level care packages
- Improving quality of life and well being
- Maintain family stability
- Improve social inclusion
- Enhance employment opportunities of the disabled person
- Support the local economy

CONTEXT AND BACKGROUND

Cabinet agreed a new policy on the use of the Disabled Facilities Grant in March 2018, in line with the Regulatory Reform Order 2002. The revised policy contained the following significant changes:

- Any adaptation that costs less than £10,000 will not involve a means test. This represents value for the tax payer as it means that adaptations can be delivered quicker, preventing Delayed Transfers of Care, reducing care package costs, and preventing admission to hospital or residential settings. For the individuals concerned, this change will speed up the process.
- The Grant can be used to remove a Category 1 Hazard under the Housing Health and Safety Rating System, where there is assess need. This national system for assessing risk in homes defines a Category 1 Hazard as one posing a serious threat to people living in or utilising a home (for example poor wiring or heating). In line with national best practice, local housing need and the experience of our healthy homes work, the evidence shows that this will allow improvements to poor quality owner-occupied or rented property where the resident has an assessed need to prevent escalation of that need and further care costs
- The upper ceiling of the Grant was increased from £30,000 to £40,000; the old ceiling was ruling out Grants in circumstances which would otherwise represent value for money.
- The Grant can be used in specific cases for homes out of North Tyneside, where the Council is responsible for care costs.
- The Grant will be used for equipment to meet assessed need; over time, the overlap between “equipment” and “adaptation” has become greater. The policy will allow the Grant to be used for items of equipment, where that item is specific to assessed need and can be seen to prevent additional care costs
- The Grant will allow for maintenance of the asset, for example by including maintenance arrangements in the initial price.
- The Grant will be used to support people who chose to move home in order to live independently. This use of the Grant will secure a better outcome to

assess need; represents better value than adaptation; can be used when adaptation of the current home is not practical, and can avoid a more expensive care arrangement (for example, admission to residential care).

North Tyneside Council actively seeks to target the Grant in order to make the most difference:

- In terms of people; children with assessed needs, young adults with a lifelong disability, and older people seeking to continue independent living are most likely to benefit from the Grant. Particular attention will also be paid to high cost care packages.
- In terms of housing types; experience and practical delivery shows that bungalows, ground floor flats, homes with large downstairs spaces, and homes with outhouses or garages can best be adapted.
- In terms of places; this work is done with an eye to creating a longer term asset, improving poor quality housing and places with access to local amenities and public transport, which promotes independent living.

THE ARRANGEMENTS

Set out which of the following applies in relation to the Individual Scheme:

- ~~Lead Commissioning;~~
- ~~Integrated Commissioning;~~
- Joint (Aligned) Commissioning;
- the establishment of one or more Pooled Funds and/or Non Pooled Funds as may be required.

FUNCTIONS

Provision by local authorities of Disabled Facilities Grants is a mandatory requirement by virtue of the Housing Grants, Construction and Regeneration Act 1996, as amended. They are issued subject to a means test, where the value is over £10,000, and are available for essential adaptations to give disabled people better freedom of movement into and around their homes, and to give access to essential facilities within the home.

SERVICES

Examples of adaptations include stair lifts, level access showers and home extensions. The programme is key in delivering the Government's objective of providing increased levels of care and support to both disabled and vulnerable people to help them live independently in their own homes

The DFG framework budget does not apply to the funding of adaptations to local authority properties but does apply to housing association homes.

Before issuing a DFG the Authority must satisfy itself that the works are necessary and appropriate to meet the needs of the disabled person and are reasonable and practicable depending on the age and condition of the property. Any grant award cannot exceed £40k.

As an indication of the volume of work, in 2021/22 there were:

- 141 completed DFGs
- 136 grants approved
- 494 Type A2 emergency works completed. These are minor adaptations that are not feasible to do a grant application for but are recharged to the DFG, examples are door entry systems/handrails/steps/small alterations

Are there contracts already in place?

Yes, the contract between The Authority and Capita includes provision for the application, planning and building control element of the grant.

Are there any plans or agreed actions to change the Services?

The policy is under review to establish if any changes need to be made.

Who are the beneficiaries of the Services?

The scheme will, mainly but not exclusively, target the population cohort shown below:

	Mostly healthy	One or more LTCs	Cancer	Serious and enduring mental illness	Advanced organic brain disorders	Learning disability	Severe physical disability	Socially excluded groups
16-74		✓					✓	
75+		✓					✓	

COMMISSIONING, CONTRACTING, ACCESS

Commissioning Arrangements *Set out what arrangements will be in place in relation to Lead Commissioning/Joint (Aligned) commissioning.*	The Authority will be the Responsible Commissioner
Contracting Arrangements *Insert the following information about the Individual Scheme:*	
relevant contracts	The contract between The Authority and Capita includes provision for the application,

	planning and building control element of the grant
arrangements for contracting. Will terms be agreed by both partners or will the Responsible Commissioner have authority to agree terms	The Responsible Commissioner has the authority to agree terms
What contract management arrangements have been agreed?	The contract management processes already operated by The Authority will cover this scheme
What happens if the Agreement terminates? Can the partner terminate the Contract in full/part?	In the event that the Agreement terminates, The Authority will remain liable for provision of DFGs
Can the Contract be assigned in full/part to the other Partner?	No
Access	
Set out details of the Service Users to whom the Individual Scheme relates.	
See above	
How will individuals be assessed as eligible.	

FINANCIAL CONTRIBUTIONS

	ICB contribution	**Council Contribution**
Financial Year 2022/23		£1,869,024

Financial resources in subsequent years to be determined in accordance with the Agreement

GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP

Will there be a relevant Committee/Board/Group that reviews this Individual Scheme?	Adult Social Care Senior Management Team
Who does that group report to?	North Tyneside Council Senior Leadership Team
Who will report to that Group?	
Pending arrangements agreed in the Partnership Agreement, including the role of the Health & Wellbeing Board, Partners to confirm any bespoke management arrangements for the Individual Scheme	

STAFF

Consider:	
Who will employ the staff in the partnership?	Existing staff supporting this scheme are employed by either The Authority or Capita.
Is a TUPE transfer secondment required?	No
How will staff increments be managed?	The cost of Increments will be absorbed by the employing organisation
Have pension arrangements been considered?	No
Council staff to be made available to the arrangements *Please make it clear if these are staff that are transferring under TUPE to the ICB.* *If the staff are being seconded to the ICB this should be made clear*	
ICB staff to be made available to the arrangements	None

ASSURANCE AND MONITORING

Set out the assurance framework in relation to the Individual Scheme. What are the arrangements for the management of performance? Will this be through the agreed performance measures in relation to the Individual Scheme. *In relation to the Better Care Fund you will need to include the relevant performance outcomes. Consider the following:* • *What is the overarching assurance framework in relation to the Individual Scheme?*	
• *Has a risk management strategy been drawn up?*	
• *Have performance measures been set up?*	
• *Who will monitor performance?*	
• *Have the form and frequency of monitoring information been agreed?*	
• *Who will provide the monitoring information? Who will receive it?*	

LEAD OFFICERS

Partner	Name of Lead Officer	Address	Telephone Number	Email Address
Council	Eleanor Binks Interim Director, Adult Services	Adult Social Care, North Tyneside Council, Quadrant - Floor 3, The Silverlink North, Cobalt Business Park,North Tyneside, NE27 0BY	0191 6437076	Eleanor.binks@northtyneside.gov.uk
ICB	Lynn Craig Clinical Development Manager	NENC ICB, 12 Hedley Court, Orion Business Park, Tyne Tunnel Trading Estate, North Shields, NE29 7ST	0191 2931165	Lynn.craig2@nhs.net

REGULATORY REQUIREMENTS

Are there any regulatory requirements that should be noted in respect of this particular Individual Scheme?	No

INFORMATION SHARING AND COMMUNICATION

What are the information/data sharing arrangements?	
How will charges be managed (which should be referred to in Part 2 above)	
What data systems will be used?	
Consultation – staff, people supported by the Partners, unions, providers, public, other agency	
Printed stationary	There are no requirements for printed stationary specific to this scheme.

DURATION AND EXIT STRATEGY

What are the arrangements for the variation or termination of the Individual Scheme.	
Can part/all of the Individual Scheme be terminated by agreement of both Partners?	Yes, providing that any changes to the Scheme ensure that the totality of the Schemes covered by the Partnership Agreement continue to be in line with National Conditions.
Can part/all of the Individual Scheme be terminated as a result of breach by either Partner?	Yes.
What is the duration of these arrangements?	The Scheme will operate throughout the duration of the Partnership Agreement.
Set out what arrangements will apply upon termination of the Individual Service, including without limitation the following matters addressed in the main body of the Agreement:	
10) maintaining continuity of Services	The Authority will provide the BCF Partnership Board with an Exit Plan which demonstrates how services will be maintained, where appropriate.
(2) allocation and/or disposal of any equipment relating to the Individual Scheme;	In accordance with the Exit Plan described in (i) above
(3) responsibility for debts and on-going contracts;	The Authority will be responsible for debts ad and on-going contracts.
(4) responsibility for the continuance of contract arrangements with Service Providers (subject to the agreement of any Partner to continue contributing to the costs of the contract arrangements);	The Authority will be responsible for the continuance of contract arrangements.

IBCF – Impact on care homes fees of national living wage

AIMS AND OUTCOMES

To enable the Authority to continue to meet its obligations to commission residential care services, in the context of increasing wage costs.

CONTEXT AND BACKGROUND

The iBCF was first announced in the 2015 Spending Review, and is a paid as a direct grant to local government, with a condition that it is pooled into the local BCF plan.

The iBCF funding can be spent on three purposes:

- Meeting adult social care needs
- Reducing pressures on the NHS, including supporting more people to be discharged from hospital when they are ready
- Ensuring that the local social care provider market is supported

There is no requirement to spend across all three purposes, or to spend a set proportion on each. In North Tyneside, the funding is allocated against meeting social care need and supporting the social care market. By supporting access to services by patients being discharged from hospital, this will have an effect in reducing pressures on the NHS.

THE ARRANGEMENTS

Set out which of the following applies in relation to the Individual Scheme:

- ~~Lead Commissioning;~~
- ~~Integrated Commissioning;~~
- ~~Joint (Aligned) Commissioning;~~
- the establishment of one or more Pooled Funds and/or Non Pooled Funds as may be required.

FUNCTIONS

The Authority through its contracts and commissioning arrangements either agrees or sets a cost for each unit of care that is commissioned to support individual care placements or packages of care. This includes weekly costs of residential care.

The contracts / framework agreements for this service areas include reference to how to deal with cost of living increases and other cost impacts that providers are facing. Generally, the two main areas affecting cost increases are:

- Staff / employee costs
- Other non-staff costs

As part of the calculation of fee increases the following methodology is used:

- 70% of the cost relates to direct staffing costs of the individuals delivering the service
- 30% of the costs relate to other costs, including overheads, property, utility costs etc

In 2022/23 the following cost increases were seen:

- Living wage, increase from £8.91 per hour to £9.50 per hour, equivalent of 6.62%
- Consumer price index – approx. 10% increase over a 12 month period

The net blended effect of this change was a 8.66% increase in rates paid to care homes from April 2022.

As part of value for money arrangements, the Local Authority would always clarify its unit cost spend against that of other Local Authority areas in the North East. North Tyneside is paying providers at or about the average of all payment levels across different service types / client group areas.

SERVICES

Are there contracts already in place?

A variety of contracts are in place between the Authority and service providers.

Are there any plans or agreed actions to change the Services?

Who are the beneficiaries of the Services?

The scheme will, mainly but not exclusively, target the population cohort shown below:

	Mostly healthy	One or more LTCs	Cancer	Serious and enduring mental illness	Advanced organic brain disorders	Learning disability	Severe physical disability	Socially excluded groups
16-74								
75+		√			√		√	

COMMISSIONING, CONTRACTING, ACCESS

Commissioning Arrangements	The Authority will be the Responsible Commissioner

Set out what arrangements will be in place in relation to Lead Commissioning/Joint (Aligned) commissioning.	
Contracting Arrangements *Insert the following information about the Individual Scheme:*	
relevant contracts	
arrangements for contracting. Will terms be agreed by both partners or will the Responsible Commissioner have authority to agree terms	The Responsible Commissioner has the authority to agree terms
What contract management arrangements have been agreed?	The contract management processes already operated by The Authority will cover this scheme
What happens if the Agreement terminates? Can the partner terminate the Contract in full/part?	In the event that the Agreement terminates, The Authority will remain liable for provision of the services.
Can the Contract be assigned in full/part to the other Partner?	No
Access	
Set out details of the Service Users to whom the Individual Scheme relates.	
See above	
How will individuals be assessed as eligible.	

FINANCIAL CONTRIBUTIONS

	ICB contribution	Council Contribution
Financial Year 2022/23		£2,718,395

Financial resources in subsequent years to be determined in accordance with the Agreement

GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP

Will there be a relevant Committee/Board/Group that reviews this Individual Scheme?	Adult Social Care Senior Management Team
Who does that group report to?	North Tyneside Council Senior Leadership Team

Who will report to that Group?	
Pending arrangements agreed in the Partnership Agreement, including the role of the Health & Wellbeing Board, Partners to confirm any bespoke management arrangements for the Individual Scheme	

STAFF

Consider:	
Who will employ the staff in the partnership?	Existing staff supporting this scheme are employed by a variety of commercial or third sector providers.
Is a TUPE transfer secondment required?	No
How will staff increments be managed?	The cost of Increments will be absorbed by the employing organisation
Have pension arrangements been considered?	No
Council staff to be made available to the arrangements *Please make it clear if these are staff that are transferring under TUPE to the ICB.* *If the staff are being seconded to the ICB this should be made clear*	
ICB staff to be made available to the arrangements	None

ASSURANCE AND MONITORING

Set out the assurance framework in relation to the Individual Scheme. What are the arrangements for the management of performance? Will this be through the agreed performance measures in relation to the Individual Scheme. *In relation to the Better Care Fund you will need to include the relevant performance outcomes. Consider the following:* • *What is the overarching assurance framework in relation to the Individual Scheme?*	

• *Has a risk management strategy been drawn up?*	
• *Have performance measures been set up?*	
• *Who will monitor performance?*	
• *Have the form and frequency of monitoring information been agreed?*	
• *Who will provide the monitoring information? Who will receive it?*	

LEAD OFFICERS

Partner	**Name of Lead Officer**	**Address**	**Telephone Number**	**Email Address**
Council	Scott Woodhouse, Head of Commissioning – Adults	Adult Social Care, North Tyneside Council, Quadrant, Silverlink North, Cobalt Business Park, NE27 OBY	0191 643 7082	Scott.Woodhouse@northtyneside.gov.uk
ICB	Gary Charlton, Deputy Director Commissioning and Corporate Development	NENC ICB, 12 Hedley Court, Orion Business Park, Tyne Tunnel Trading Estate, North Shields, NE29 7ST	0191 2931140	gary.charlton@nhs.net

REGULATORY REQUIREMENTS

Are there any regulatory requirements that should be noted in respect of this particular Individual Scheme?	No

INFORMATION SHARING AND COMMUNICATION

What are the information/data sharing arrangements?	
How will charges be managed (which should be referred to in Part 2 above)	
What data systems will be used?	
Consultation – staff, people supported by the Partners, unions, providers, public, other agency	
Printed stationary	There are no requirements for printed stationary specific to this scheme.

DURATION AND EXIT STRATEGY

What are the arrangements for the variation or termination of the Individual Scheme.	
Can part/all of the Individual Scheme be terminated by agreement of both Partners?	Yes, providing that any changes to the Scheme ensure that the totality of the Schemes covered by the Partnership Agreement continue to be in line with National Conditions.
Can part/all of the Individual Scheme be terminated as a result of breach by either Partner?	Yes.
What is the duration of these arrangements?	The Scheme will operate throughout the duration of the Partnership Agreement.
Set out what arrangements will apply upon termination of the Individual Service, including without limitation the following matters addressed in the main body of the Agreement:	
11) maintaining continuity of Services	The Authority will provide the BCF Partnership Board with an Exit Plan which demonstrates how services will be maintained, where appropriate.
(2) allocation and/or disposal of any equipment relating to the Individual Scheme;	In accordance with the Exit Plan described in (i) above
(3) responsibility for debts and on-going contracts;	The Authority will be responsible for debts ad and on-going contracts.
(4) responsibility for the continuance of contract arrangements with Service Providers (subject to the	The Authority will be responsible for the continuance of contract arrangements.

agreement of any Partner to continue contributing to the costs of the contract arrangements);	

IBCF – Impact on domiciliary care fees of national living wage

AIMS AND OUTCOMES

To enable the Authority to continue to meet its obligations to commission domicilliary care services, in the context of increasing wage costs.

CONTEXT AND BACKGROUND

The iBCF was first announced in the 2015 Spending Review, and is a paid as a direct grant to local government, with a condition that it is pooled into the local BCF plan.

The iBCF funding can be spent on three purposes:

- Meeting adult social care needs
- Reducing pressures on the NHS, including supporting more people to be discharged from hospital when they are ready
- Ensuring that the local social care provider market is supported

There is no requirement to spend across all three purposes, or to spend a set proportion on each. In North Tyneside, the funding is allocated against meeting social care need and supporting the social care market. By supporting access to services by patients being discharged from hospital, this will have an effect in reducing pressures on the NHS.

THE ARRANGEMENTS

Set out which of the following applies in relation to the Individual Scheme:

- ~~Lead Commissioning;~~
- ~~Integrated Commissioning;~~
- Joint (Aligned) Commissioning;
- the establishment of one or more Pooled Funds and/or Non Pooled Funds as may be required.

FUNCTIONS

The Authority through its contracts and commissioning arrangements either agrees or sets a cost for each unit of care that is commissioned to support individual care placements or packages of care. This includes weekly costs of residential care.

The contracts / framework agreements for this service areas include reference to how to deal with cost of living increases and other cost impacts that providers are facing. Generally, the two main areas affecting cost increases are:

- Staff / employee costs
- Other non-staff costs

As part of the calculation of fee increases the following methodology is used:

- 80% of the cost relates to direct staffing costs of the individuals delivering the service
- 20% of the costs relate to other costs, including overheads, property, utility costs etc

In 2022/23 the following cost increases were seen:

- Living wage, increase from £8.91 per hour to £9.50 per hour, equivalent of 6.62%
- Consumer price index – approx. 10% increase over a 12 month period

The net blended effect of this change was a 11.18% to homecare (reflective of paying the Real Living Wage to enhance recruitment and retention) to care services in North Tyneside from April 2022.

As part of value for money arrangements, the Local Authority would always clarify its unit cost spend against that of other Local Authority areas in the North East. North Tyneside is paying providers at or about the average of all payment levels across different service types / client group areas.

SERVICES

Are there contracts already in place?

A variety of contracts are in place between the Authority and service providers.

Are there any plans or agreed actions to change the Services?

Who are the beneficiaries of the Services?

The scheme will, mainly but not exclusively, target the population cohort shown below:

	Mostly healthy	One or more LTCs	Cancer	Serious and enduring mental illness	Advanced organic brain disorders	Learning disability	Severe physical disability	Socially excluded groups
16-74								
75+		√			√		√	

COMMISSIONING, CONTRACTING, ACCESS

Commissioning Arrangements *Set out what arrangements will be in place in relation to Lead Commissioning/Joint (Aligned) commissioning.*	The Authority will be the Responsible Commissioner

Contracting Arrangements *Insert the following information about the Individual Scheme:*	
relevant contracts	
arrangements for contracting. Will terms be agreed by both partners or will the Responsible Commissioner have authority to agree terms	The Responsible Commissioner has the authority to agree terms
What contract management arrangements have been agreed?	The contract management processes already operated by The Authority will cover this scheme
What happens if the Agreement terminates? Can the partner terminate the Contract in full/part?	In the event that the Agreement terminates, The Authority will remain liable for provision of the services.
Can the Contract be assigned in full/part to the other Partner?	No
Access	
Set out details of the Service Users to whom the Individual Scheme relates.	
See above	
How will individuals be assessed as eligible.	

FINANCIAL CONTRIBUTIONS

	ICB contribution	**Council Contribution**
Financial Year 2022/23		£865,017

Financial resources in subsequent years to be determined in accordance with the Agreement

GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP

Will there be a relevant Committee/Board/Group that reviews this Individual Scheme?	Adult Social Care Senior Management Team
Who does that group report to?	North Tyneside Council Senior Leadership Team
Who will report to that Group?	
Pending arrangements agreed in the Partnership Agreement, including the	

role of the Health & Wellbeing Board, Partners to confirm any bespoke management arrangements for the Individual Scheme	

STAFF

Consider:	
Who will employ the staff in the partnership?	Existing staff supporting this scheme are employed by a variety of commercial or third sector providers.
Is a TUPE transfer secondment required?	No
How will staff increments be managed?	The cost of Increments will be absorbed by the employing organisation
Have pension arrangements been considered?	No
Council staff to be made available to the arrangements *Please make it clear if these are staff that are transferring under TUPE to the ICB.* *If the staff are being seconded to the ICB this should be made clear*	
ICB staff to be made available to the arrangements	None

ASSURANCE AND MONITORING

Set out the assurance framework in relation to the Individual Scheme. What are the arrangements for the management of performance? Will this be through the agreed performance measures in relation to the Individual Scheme. *In relation to the Better Care Fund you will need to include the relevant performance outcomes. Consider the following:* • *What is the overarching assurance framework in relation to the Individual Scheme?*	
• *Has a risk management strategy been drawn up?*	
• *Have performance measures been set up?*	

• *Who will monitor performance?*	
• *Have the form and frequency of monitoring information been agreed?*	
• *Who will provide the monitoring information? Who will receive it?*	

LEAD OFFICERS

Partner	Name of Lead Officer	Address	Telephone Number	Email Address
Council	Scott Woodhouse, Head of Commissioning – Adults	Adult Social Care, North Tyneside Council, Quadrant, Silverlink North, Cobalt Business Park, NE27 OBY	0191 643 7082	Scott.Woodhouse@northtyneside.gov.uk
ICB	Gary Charlton, Deputy Director Commissioning and Corporate Development	NENC ICB, 12 Hedley Court, Orion Business Park, Tyne Tunnel Trading Estate, North Shields, NE29 7ST	0191 2931140	gary.charlton@nhs.net

REGULATORY REQUIREMENTS

Are there any regulatory requirements that should be noted in respect of this particular Individual Scheme?	No

INFORMATION SHARING AND COMMUNICATION

What are the information/data sharing arrangements?	
How will charges be managed (which should be referred to in Part 2 above)	
What data systems will be used?	
Consultation – staff, people supported by the Partners, unions, providers, public, other agency	
Printed stationary	There are no requirements for printed stationary specific to this scheme.

DURATION AND EXIT STRATEGY

What are the arrangements for the variation or termination of the Individual Scheme.	
Can part/all of the Individual Scheme be terminated by agreement of both Partners?	Yes, providing that any changes to the Scheme ensure that the totality of the Schemes covered by the Partnership Agreement continue to be in line with National Conditions.
Can part/all of the Individual Scheme be terminated as a result of breach by either Partner?	Yes.
What is the duration of these arrangements?	The Scheme will operate throughout the duration of the Partnership Agreement.
Set out what arrangements will apply upon termination of the Individual Service, including without limitation the following matters addressed in the main body of the Agreement:	
12) maintaining continuity of Services	The Authority will provide the BCF Partnership Board with an Exit Plan which demonstrates how services will be maintained, where appropriate.
(2) allocation and/or disposal of any equipment relating to the Individual Scheme;	In accordance with the Exit Plan described in (i) above
(3) responsibility for debts and on-going contracts;	The Authority will be responsible for debts ad and on-going contracts.
(4) responsibility for the continuance of contract arrangements with Service Providers (subject to the agreement of any Partner to continue contributing to the costs of the contract arrangements);	The Authority will be responsible for the continuance of contract arrangements.

IBCF – Impact on other fees of national living wage

To enable the Authority to continue to meet its obligations to commission care services such as Independent Supported Living, day care, and direct payments, in the context of increasing wage costs.

CONTEXT AND BACKGROUND

The iBCF was first announced in the 2015 Spending Review, and is a paid as a direct grant to local government, with a condition that it is pooled into the local BCF plan.

The iBCF funding can be spent on three purposes:

- Meeting adult social care needs
- Reducing pressures on the NHS, including supporting more people to be discharged from hospital when they are ready
- Ensuring that the local social care provider market is supported

There is no requirement to spend across all three purposes, or to spend a set proportion on each. In North Tyneside, the funding is allocated against meeting social care need and supporting the social care market. By supporting access to services by patients being discharged from hospital, this will have an effect in reducing pressures on the NHS.

THE ARRANGEMENTS

Set out which of the following applies in relation to the Individual Scheme:

- ~~Lead Commissioning;~~
- ~~Integrated Commissioning;~~
- Joint (Aligned) Commissioning;
- the establishment of one or more Pooled Funds and/or Non Pooled Funds as may be required.

FUNCTIONS

The Authority through its contracts and commissioning arrangements either agrees or sets a cost for each unit of care that is commissioned to support individual care placements or packages of care. This includes weekly costs of residential care.

The contracts / framework agreements for this service areas include reference to how to deal with cost of living increases and other cost impacts that providers are facing. Generally, the two main areas affecting cost increases are:

- Staff / employee costs
- Other non-staff costs

As part of the calculation of fee increases the following methodology is used:

- 80% of the cost relates to direct staffing costs of the individuals delivering the service
- 20% of the costs relate to other costs, including overheads, property, utility costs etc

In 2022/23 the following cost increases were seen:

- Living wage, increase from £8.91 per hour to £9.50 per hour, equivalent of 6.62%
- Consumer price index – approx. 10% increase over a 12 month period

The net blended effect of this change was a 7.58% increase in rates for community based services (excluding homecare and extra care) in North Tyneside from April 2022.

As part of value for money arrangements, the Local Authority would always clarify its unit cost spend against that of other Local Authority areas in the North East. North Tyneside is paying providers at or about the average of all payment levels across different service types / client group areas.

SERVICES

Are there contracts already in place?

The Authority has existing contracts with a variety of service providers.

Are there any plans or agreed actions to change the Services?

Who are the beneficiaries of the Services?

The scheme will, mainly but not exclusively, target the population cohort shown below:

	Mostly healthy	One or more LTCs	Cancer	Serious and enduring mental illness	Advanced organic brain disorders	Learning disability	Severe physical disability	Socially excluded groups
16-74								
75+		√			√		√	

COMMISSIONING, CONTRACTING, ACCESS

Commissioning Arrangements *Set out what arrangements will be in place in relation to Lead Commissioning/Joint (Aligned) commissioning.*	The Authority will be the Responsible Commissioner
Contracting Arrangements	

Insert the following information about the Individual Scheme:	
relevant contracts	
arrangements for contracting. Will terms be agreed by both partners or will the Responsible Commissioner have authority to agree terms	The Responsible Commissioner has the authority to agree terms
What contract management arrangements have been agreed?	The contract management processes already operated by The Authority will cover this scheme
What happens if the Agreement terminates? Can the partner terminate the Contract in full/part?	In the event that the Agreement terminates, The Authority will remain liable for provision of the services.
Can the Contract be assigned in full/part to the other Partner?	No
Access	
Set out details of the Service Users to whom the Individual Scheme relates.	
See above	
How will individuals be assessed as eligible.	

FINANCIAL CONTRIBUTIONS

	ICB contribution	**Council Contribution**
Financial Year 2022/23		£4,037,099

Financial resources in subsequent years to be determined in accordance with the Agreement

GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP

Will there be a relevant Committee/Board/Group that reviews this Individual Scheme?	Adult Social Care Senior Management Team
Who does that group report to?	North Tyneside Council Senior Leadership Team
Who will report to that Group?	
Pending arrangements agreed in the Partnership Agreement, including the role of the Health & Wellbeing Board,	

Partners to confirm any bespoke management arrangements for the Individual Scheme	

STAFF

Consider:	
Who will employ the staff in the partnership?	Existing staff supporting this scheme are employed by a variety of commercial or third sector providers.
Is a TUPE transfer secondment required?	No
How will staff increments be managed?	The cost of Increments will be absorbed by the employing organisation
Have pension arrangements been considered?	No
Council staff to be made available to the arrangements *Please make it clear if these are staff that are transferring under TUPE to the ICB.* *If the staff are being seconded to the ICB this should be made clear*	
ICB staff to be made available to the arrangements	None

ASSURANCE AND MONITORING

Set out the assurance framework in relation to the Individual Scheme. What are the arrangements for the management of performance? Will this be through the agreed performance measures in relation to the Individual Scheme. *In relation to the Better Care Fund you will need to include the relevant performance outcomes. Consider the following:* • *What is the overarching assurance framework in relation to the Individual Scheme?*	
• *Has a risk management strategy been drawn up?*	
• *Have performance measures been set up?*	
• *Who will monitor performance?*	

• *Have the form and frequency of monitoring information been agreed?*	
• *Who will provide the monitoring information? Who will receive it?*	

LEAD OFFICERS

Partner	Name of Lead Officer	Address	Telephone Number	Email Address
Council	Scott Woodhouse, Head of Commissioning – Adults	Adult Social Care, North Tyneside Council, Quadrant, Silverlink North, Cobalt Business Park, NE27 OBY	0191 643 7082	Scott.Woodhouse@northtyneside.gov.uk
ICB	Gary Charlton, Deputy Director Commissioning and Corporate Development	NENC ICB, 12 Hedley Court, Orion Business Park, Tyne Tunnel Trading Estate, North Shields, NE29 7ST	0191 2931140	gary.charlton@nhs.net

REGULATORY REQUIREMENTS

Are there any regulatory requirements that should be noted in respect of this particular Individual Scheme?	No

INFORMATION SHARING AND COMMUNICATION

What are the information/data sharing arrangements?	

How will charges be managed (which should be referred to in Part 2 above)	
What data systems will be used?	
Consultation – staff, people supported by the Partners, unions, providers, public, other agency	
Printed stationary	There are no requirements for printed stationary specific to this scheme.

DURATION AND EXIT STRATEGY

What are the arrangements for the variation or termination of the Individual Scheme.	
Can part/all of the Individual Scheme be terminated by agreement of both Partners?	Yes, providing that any changes to the Scheme ensure that the totality of the Schemes covered by the Partnership Agreement continue to be in line with National Conditions.
Can part/all of the Individual Scheme be terminated as a result of breach by either Partner?	Yes.
What is the duration of these arrangements?	The Scheme will operate throughout the duration of the Partnership Agreement.
Set out what arrangements will apply upon termination of the Individual Service, including without limitation the following matters addressed in the main body of the Agreement:	
13) maintaining continuity of Services	The Authority will provide the BCF Partnership Board with an Exit Plan which demonstrates how services will be maintained, where appropriate.
(2) allocation and/or disposal of any equipment relating to the Individual Scheme;	In accordance with the Exit Plan described in (i) above
(3) responsibility for debts and on-going contracts;	The Authority will be responsible for debts and on-going contracts.
(4) responsibility for the continuance of contract arrangements with Service Providers (subject to the agreement of any Partner to continue contributing to the costs of the contract arrangements);	The Authority will be responsible for the continuance of contract arrangements.

IBCF – Effect of demographic growth and change in severity of need

AIMS AND OUTCOMES

To enable the Authority to continue to meet its obligations to commission care services, in the context of demographic change and increasing severity of need.

CONTEXT AND BACKGROUND

The iBCF was first announced in the 2015 Spending Review, and is a paid as a direct grant to local government, with a condition that it is pooled into the local BCF plan.

The iBCF funding can be spent on three purposes:

- Meeting adult social care needs
- Reducing pressures on the NHS, including supporting more people to be discharged from hospital when they are ready
- Ensuring that the local social care provider market is supported

There is no requirement to spend across all three purposes, or to spend a set proportion on each. In North Tyneside, the funding is allocated against meeting social care need and supporting the social care market. By supporting access to services by patients being discharged from hospital, this will have an effect in reducing pressures on the NHS.

THE ARRANGEMENTS

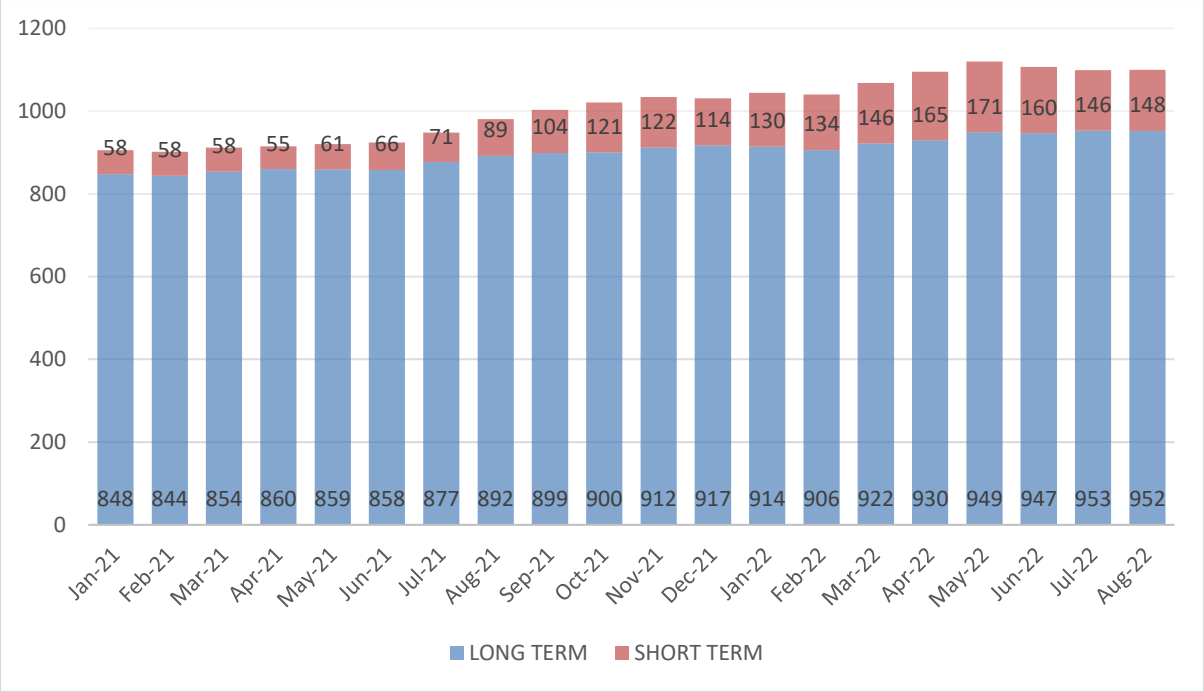
Set out which of the following applies in relation to the Individual Scheme:

- ~~Lead Commissioning;~~
- ~~Integrated Commissioning;~~
- ~~Joint (Aligned) Commissioning;~~
- the establishment of one or more Pooled Funds and/or Non Pooled Funds as may be required.

FUNCTIONS

Over the last two years we have seen changing and increasing need and requirement for social care services and support, this is both in relation to residential care and home care services for older people.

Care home placements have increased as follows:



SERVICES

Budget and spend on social care services

The following sets out the forecasted spend in 2022/23 on key areas of social care commissioning, note this spend will include the increases applied in April 2022.

Service type, all client groups	**Forecast Spend – 2022/23 £m**
Care homes	£42.4
Home care	£7.8
Extra care	£5.1
Supported living	£17.8
Day services	£1.6
Direct payments / Individual service fund	£13.5
Total	**£88.2**

It is worth noting that the iBCF funding cannot be discretely categorised against one area of spend as it comes in as income contributing to the overall adult social care budget and is allocated to offset the overall spend on commissioned services, placements and packages of care. The iBCF income would therefore be used to offset the spend identified in the table above.

Are there contracts already in place?

Are there any plans or agreed actions to change the Services?

Who are the beneficiaries of the Services?

The scheme will, mainly but not exclusively, target the population cohort shown below:

	Mostly healthy	One or more LTCs	Cancer	Serious and enduring mental illness	Advanced organic brain disorders	Learning disability	Severe physical disability	Socially excluded groups
16-74		x	x	x	x	x	x	
75+		x	x	x	x	x	x	x

COMMISSIONING, CONTRACTING, ACCESS

Commissioning Arrangements *Set out what arrangements will be in place in relation to Lead Commissioning/Joint (Aligned) commissioning.*	The Authority will be the Responsible Commissioner
Contracting Arrangements *Insert the following information about the Individual Scheme:*	
relevant contracts	
arrangements for contracting. Will terms be agreed by both partners or will the Responsible Commissioner have authority to agree terms	The Responsible Commissioner has the authority to agree terms
What contract management arrangements have been agreed?	The contract management processes already operated by The Authority will cover this scheme
What happens if the Agreement terminates? Can the partner terminate the Contract in full/part?	In the event that the Agreement terminates, The Authority will remain liable for provision of the services.
Can the Contract be assigned in full/part to the other Partner?	No
Access	
Set out details of the Service Users to whom the Individual Scheme relates.	
See above	
How will individuals be assessed as eligible.	

FINANCIAL CONTRIBUTIONS

	ICB contribution	Council Contribution
Financial Year 2022/23		£1,958,003

Financial resources in subsequent years to be determined in accordance with the Agreement

GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP

Will there be a relevant Committee/Board/Group that reviews this Individual Scheme?	Adult Social Care Senior Management Team
Who does that group report to?	North Tyneside Council Senior Leadership Team
Who will report to that Group?	
Pending arrangements agreed in the Partnership Agreement, including the role of the Health & Wellbeing Board, Partners to confirm any bespoke management arrangements for the Individual Scheme	

STAFF

Consider:	
Who will employ the staff in the partnership?	Existing staff supporting this scheme are employed by a variety of commercial or third sector providers.
Is a TUPE transfer secondment required?	No
How will staff increments be managed?	The cost of Increments will be absorbed by the employing organisation
Have pension arrangements been considered?	No
Council staff to be made available to the arrangements *Please make it clear if these are staff that are transferring under TUPE to the ICB.* *If the staff are being seconded to the ICB this should be made clear*	
ICB staff to be made available to the arrangements	None

ASSURANCE AND MONITORING

Set out the assurance framework in relation to the Individual Scheme. What are the arrangements for the management of performance? Will this be through the agreed performance measures in relation to the Individual Scheme. *In relation to the Better Care Fund you will need to include the relevant performance outcomes. Consider the following:* • *What is the overarching assurance framework in relation to the Individual Scheme?*	
• *Has a risk management strategy been drawn up?*	
• *Have performance measures been set up?*	
• *Who will monitor performance?*	
• *Have the form and frequency of monitoring information been agreed?*	
• *Who will provide the monitoring information? Who will receive it?*	

LEAD OFFICERS

Partner	**Name of Lead Officer**	**Address**	**Telephone Number**	**Email Address**
Council	Scott Woodhouse, Head of Commissioning – Adults	Adult Social Care, North Tyneside Council, Quadrant, Silverlink North, Cobalt Business Park, NE27 OBY	0191 643 7082	Scott.Woodhouse@northtyneside.gov.uk
ICB	Gary Charlton, Deputy Director Commissioni	NENC ICB, 12 Hedley Court, Orion Business Park, Tyne	0191 2931140	gary.charlton@nhs.net

Partner	Name of Lead Officer	Address	Telephone Number	Email Address
	ng and Corporate Development	Tunnel Trading Estate, North Shields, NE29 7ST		

REGULATORY REQUIREMENTS

Are there any regulatory requirements that should be noted in respect of this particular Individual Scheme?	No

INFORMATION SHARING AND COMMUNICATION

What are the information/data sharing arrangements?	
How will charges be managed (which should be referred to in Part 2 above)	
What data systems will be used?	
Consultation – staff, people supported by the Partners, unions, providers, public, other agency	
Printed stationary	There are no requirements for printed stationary specific to this scheme.

DURATION AND EXIT STRATEGY

What are the arrangements for the variation or termination of the Individual Scheme.	
Can part/all of the Individual Scheme be terminated by agreement of both Partners?	Yes, providing that any changes to the Scheme ensure that the totality of the Schemes covered by the Partnership Agreement continue to be in line with National Conditions.
Can part/all of the Individual Scheme be terminated as a result of breach by either Partner?	Yes.
What is the duration of these arrangements?	The Scheme will operate throughout the duration of the Partnership Agreement.

Set out what arrangements will apply upon termination of the Individual Service, including without limitation the following matters addressed in the main body of the Agreement:	
14) maintaining continuity of Services	The Authority will provide the BCF Partnership Board with an Exit Plan which demonstrates how services will be maintained, where appropriate.
(2) allocation and/or disposal of any equipment relating to the Individual Scheme;	In accordance with the Exit Plan described in (i) above
(3) responsibility for debts and on-going contracts;	The Authority will be responsible for debts and on-going contracts.
(4) responsibility for the continuance of contract arrangements with Service Providers (subject to the agreement of any Partner to continue contributing to the costs of the contract arrangements);	The Authority will be responsible for the continuance of contract arrangements.

Adult Social Care Discharge Fund

AIMS AND OUTCOMES

To support discharges from hospital within North Tyneside to aid hospital flow.

CONTEXT AND BACKGROUND

Government announced the Adult Social Care Discharge Fund totally £500m nationally on 22 September 2022.

The fund has been established to achieve the maximum reduction in delayed discharge from hospital:

- The funding must be pooled into the BCF
- Funding can be used flexibly to best enable the discharge of patients from hospital to the most appropriate location for their ongoing care
- Funding should be prioritised for those approaches which are most effective in freeing up the maximum number of hospital beds

THE ARRANGEMENTS

Set out which of the following applies in relation to the Individual Scheme:

- ~~Lead Commissioning;~~
- ~~Integrated Commissioning;~~
- ~~Joint (Aligned) Commissioning;~~
- the establishment of one or more Pooled Funds and/or Non Pooled Funds as may be required.

SERVICES

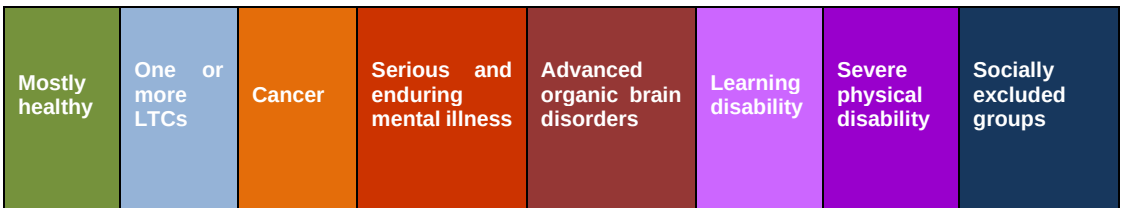
The following schedule of services have been agreed between the Authority and the ICB and were submitted to DHSC by 16 December in line with national requirements:-

Name	Description of Scheme	Scheme Type	Commissioner	Source of Funding	Planned Expenditure (£)
Admin - LA	Administration of scheme	Administration	North Tyneside	Local authority grant	£8,590

Step down bed - Howdon Care Centre	Additional 10 step down beds purchased to support discharge from Howdon Care Centre to take medically optimised patients who are not quite ready to go back to their own home. Additional beds will allow patients to be discharged maintaining hospital flow	Bed Based Intermediate Care Services	North Tyneside	Local authority grant	£235,000
Edith Moffatt Reablement flats	8 reablement flats for short term use to support discharge of client who need short term additional support but who are expected to go home. These placements will support hospital flow with expected LOS in reablement flats approx 3 weeks	Home Care or Domiciliary Care	North Tyneside	Local authority grant	£146,000
Additional transport Carepoint	Additional vehicle for carepoint to transport clients home, to step down beds etc thus supporting rapid and efficient discharge plus up to 2 additional vehicles to support inhouse homecare increasing capacity of the team with more efficient transport between clients	Other	North Tyneside	Local authority grant	£10,000
Support for short term residential placements	securing additional short term residential placements to support discharge	Residential Placements	North Tyneside	Local authority grant	£399,641
Welfare Assistance for discharges	Provide energy top up payments, bedding, food, deep cleans etc where this removes a barrier to discharges	Other	North Tyneside	Local authority grant	£10,000
Assistive technology	Extend deployment of assistive technology where appropriate to all discharges to community based packages improving capacity of homecare	Assistive Technologies and Equipment	North Tyneside	Local authority grant	£50,000

Admin ICB	Administration of the scheme	Administration	NHS North East and North Cumbria ICB	ICB allocation	£9,024
Bolster capacity in homecare/extra care	Range of measures to retain and enhance capacity - block payments, staff incentives	Home Care or Domiciliary Care	North Tyneside	ICB allocation	£200,000
Bolster capacity for residential care	Pilot trusted assessor model, incentives to take clients at short notice/evenings/weekends/ additional 121 payments for EMI clients	Residential Placements	North Tyneside	ICB allocation	£197,948
Reablement Flats at Havelock Place	Provision of 6 additional reablement flats at Havelock Place as step down on hospital discharge with additional support for reablement and rehabilitation	Home Care or Domiciliary Care	North Tyneside	ICB allocation	£74,000
Howdon Step Down beds	Additional 10 step down nursing beds purchased to facilitate discharge	Residential Placements	North Tyneside	ICB allocation	£235,000
Flexible homecare response	24 hr part planned part responsive homecare service to support discharge	Home Care or Domiciliary Care	North Tyneside	ICB allocation	£102,000
Additional Transport - secondary care	NEAS to commission third party vehicle to support discharge of patients from NUTH and NHCT, including SDECs 12:00pm - 10:00pm	Other	North Tyneside	ICB allocation	£54,520
Extend contract for 5 additional intermediate care beds	Extend contract for further 6 weeks for additional 5 beds	Bed Based Intermediate Care Services	NHS North East and North Cumbria ICB	ICB allocation	£30,000
Total					£1,761,723

The schemes will, mainly but not exclusively, target the population cohort shown below:



16-74								
75+		x	x		x			

COMMISSIONING, CONTRACTING, ACCESS

Commissioning Arrangements *Set out what arrangements will be in place in relation to Lead Commissioning/Joint (Aligned) commissioning.*	Responsible Commissioner is set out in the table above
Contracting Arrangements *Insert the following information about the Individual Scheme:*	
relevant contracts	
arrangements for contracting. Will terms be agreed by both partners or will the Responsible Commissioner have authority to agree terms	The Responsible Commissioner has the authority to agree terms
What contract management arrangements have been agreed?	The contract management processes already operated by The Authority or ICB will cover this scheme
What happens if the Agreement terminates? Can the partner terminate the Contract in full/part?	In the event that the Agreement terminates, The Commissioner will remain liable for provision of the services.
Can the Contract be assigned in full/part to the other Partner?	No
Access	
Set out details of the Service Users to whom the Individual Scheme relates.	
See above	
How will individuals be assessed as eligible.	

FINANCIAL CONTRIBUTIONS

	ICB contribution	**Council Contribution**
Financial Year 2022/23	£902,492	£859,231

Financial resources in subsequent years to be determined in accordance with the Agreement

GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP

Will there be a relevant Committee/Board/Group that reviews this Individual Scheme?	New subgroup established with Authority and ICB officers
Who does that group report to?	BCF Board
Who will report to that Group?	Sue Graham
Pending arrangements agreed in the Partnership Agreement, including the role of the Health & Wellbeing Board, Partners to confirm any bespoke management arrangements for the Individual Scheme	

STAFF

Consider:	
Who will employ the staff in the partnership?	Existing staff supporting this scheme are employed by a variety of commercial or third sector providers.
Is a TUPE transfer secondment required?	No
How will staff increments be managed?	The cost of Increments will be absorbed by the employing organisation
Have pension arrangements been considered?	No
Council staff to be made available to the arrangements *Please make it clear if these are staff that are transferring under TUPE to the ICB.* *If the staff are being seconded to the ICB this should be made clear*	n/a
ICB staff to be made available to the arrangements	None

ASSURANCE AND MONITORING

Set out the assurance framework in relation to the Individual Scheme. What are the arrangements for the management of performance? Will this be through the agreed performance measures in relation to the Individual Scheme.	

In relation to the Better Care Fund you will need to include the relevant performance outcomes. Consider the following: • *What is the overarching assurance framework in relation to the Individual Scheme?*	
• *Has a risk management strategy been drawn up?*	
• *Have performance measures been set up?*	
• *Who will monitor performance?*	
• *Have the form and frequency of monitoring information been agreed?*	
• *Who will provide the monitoring information? Who will receive it?*	

LEAD OFFICERS

Partner	**Name of Lead Officer**	**Address**	**Telephone Number**	**Email Address**
Council	Scott Woodhouse, Head of Commissioning – Adults	Adult Social Care, North Tyneside Council, Quadrant, Silverlink North, Cobalt Business Park, NE27 OBY	0191 643 7082	Scott.Woodhouse@northtyneside.gov.uk
ICB	Lynn Craig Head of Quality Safety and Development			Lynn.craig2@nhs.net

REGULATORY REQUIREMENTS

Are there any regulatory requirements that should be noted in respect of this particular Individual Scheme?	No

INFORMATION SHARING AND COMMUNICATION

What are the information/data sharing arrangements?	
How will charges be managed (which should be referred to in Part 2 above)	
What data systems will be used?	
Consultation – staff, people supported by the Partners, unions, providers, public, other agency	
Printed stationary	There are no requirements for printed stationary specific to this scheme.

DURATION AND EXIT STRATEGY

What are the arrangements for the variation or termination of the Individual Scheme.	
Can part/all of the Individual Scheme be terminated by agreement of both Partners?	Yes, providing that any changes to the Scheme ensure that the totality of the Schemes covered by the Partnership Agreement continue to be in line with National Conditions.
Can part/all of the Individual Scheme be terminated as a result of breach by either Partner?	Yes.
What is the duration of these arrangements?	The Scheme will operate throughout the duration of the Partnership Agreement.
Set out what arrangements will apply upon termination of the Individual Service, including without limitation the following matters addressed in the main body of the Agreement:	
15) maintaining continuity of Services	The Authority will provide the BCF Partnership Board with an Exit Plan which demonstrates how services will be maintained, where appropriate.
(2) allocation and/or disposal of any equipment relating to the Individual Scheme;	In accordance with the Exit Plan described in (i) above
(3) responsibility for debts and on-going contracts;	The Authority will be responsible for debts and on-going contracts.

(4) responsibility for the continuance of contract arrangements with Service Providers (subject to the agreement of any Partner to continue contributing to the costs of the contract arrangements);	The Authority will be responsible for the continuance of contract arrangements.

SCHEDULE 2 - GOVERNANCE

The membership of the North Tyneside Better Care Fund Partnership Board will be as follows:

North Tyneside Integrated Care Board

- Director of Place (North Tyneside)
- Deputy Director of Commissioning and Corporate Development (North Tyneside)
- Director of Nursing (North)
- (or deputies to be notified to the other members in advance of any meeting);

North Tyneside Council

- Strategic Commissioning Manager
- Assistant Director Integrated Services
- Health and Social Care Integration Manager
- (or deputies to be notified to the other members in advance of any meeting);

The Director of Place (North Tyneside) will be the Chair of the meeting and the Strategic Commissioning Manger will be the vice Chair.

Other officers will attend the Partnership Board as required by members

Role of Partnership Board

The Partnership Board shall:

- provide strategic direction on the individual Service
- receive the financial and activity information;
- review the operation of this Agreement and performance manage the Individual Services;
- agree such variations to this Agreement from time to time as it thinks fit;
- review and agree annually a risk assessment and a Performance Payment protocol;
- review and agree annually revised Schedules as necessary;
- request such protocols and guidance as it may consider necessary in order to enable each Pooled Fund Manager to approve expenditure from a Pooled Fund;

Partnership Board Support

The Partnership Board will be supported by officers from the Partners as required.

Meetings

The Partnership Board will meet at least Quarterly at a time to be agreed, following receipt of each quarterly report of the Pooled Fund Manager.

The quorum for meetings of the Partnership Board shall be a minimum of one representative from each of the Partner organisations.

Decisions of the Partnership Board shall be made unanimously. Where unanimity is not reached then the item in question will in the first instance be referred to the next meeting of the Partnership Board. If no unanimity is reached on the second occasion it is discussed then the matter shall be dealt with by reference to the Executive Director of Place Based Delivery (ICB) and the Chief Executive of The Authority. If the matter remains unresolved then it shall be dealt with in accordance with the dispute resolution procedure set out in the Agreement.

Where a Partner is not present and has not given prior written notification of its intended position on a matter to be discussed, then those present may not make or record commitments on behalf of that Partner in any way.

Minutes of all decisions shall be kept and copied to the Accountable Officer / Proper Officer within ten working days

Delegated Authority

The Partnership Board is authorised within the limits of delegated authority for its members (which is received through their respective organisation's own financial scheme of delegation) to:

- authorise commitments which exceed or are reasonably likely to lead to exceed the contributions of the Partners to the aggregate contributions of the Partners to any Pooled Fund; and
- authorise a Responsible Commissioner to enter into any contract for services necessary for the provision of Services under an Individual Service

The Better Care Fund Partnership Board shall provide updates on its work to the North Tyneside Health and Wellbeing Board and to the Board within the ICB.

Members of the Better Care Fund Partnership Board shall report on the work of the Board through their host organisation's governance structures.

Information and Reports

Each Pooled Fund Manager shall supply to the Partnership Board on a Quarterly basis the financial and activity information as required under this Agreement.

Post-termination

The Partnership Board shall continue to operate in accordance with this Schedule following any termination of this Agreement but shall endeavour to ensure that the benefits of any Contracts are received by the Partners in the same proportions as their respective contributions at that time.

SCHEDULE 3 – RISK SHARES AND OVERSPENDS

1 RISK SHARE OVER-ARCHING PRINCIPLES

North Tyneside Council and the ICB are committed to joint working and the implementation of integration principles referred to in the Health and Social Care Act 2012. North Tyneside Council and the ICB have agreed to collaborate on ensuring robust arrangements for the management of financial risk and gain.

The key principles agreed as part of this risk and gain share are:

- All parties will fully engage in the transformation agenda.
- Representatives will be empowered to make decisions.
- Any decisions affecting any partners of the Social Care Integration Programme will be shared in advance with as much notice as possible and all efforts will be made to achieve consensus on any major changes.
- Agreement of any decisions directly affecting any Partner is desirable before any changes are implemented and at least 3 months notice (or longer if stipulated in Service Contracts) should be given for any change that has a significant change on any Partner(s) to make sure that all comply with positive workforce practice and are clear of the impact of any decision on each organisation's financial position. There is a commitment to work together to try to mitigate (where we can) for any substantial pressures on individual Partners.
- Any changes to the wider health and social care environment need to demonstrate Value for Money for North Tyneside residents.
- Any gains or losses associated with the changes need to be understood by all Partners and factored into each party's strategic and financial plans.
- Any transition paths should be agreed well in advance taking into account the scale of the changes and the costs and opportunity costs should be balanced to ensure no partner is unnecessarily exposed financially or operationally whilst looking to implement change as soon as possible.
- Where decommissioning services is proposed at least 6 months notice (or longer if stipulated in contracts) should be given as we would expect there to be full consultation, discussion of any staffing implications and early opportunities for all to be involved in discussions about the shape of new services. All new commissioning will demonstrate value for money.
- A commitment from each partner to obtaining a shared understanding of the financial position and pressures of each organisation and for the financial forecasting of each organisation to be built around this shared picture wherever possible.

In the event that the pay for performance element of the Better Care fund is not available to the Pooled fund or is not sufficient to fund an overspend the Partners can agree to vire from one Service to another on the basis that the Responsible Commissioner would look to vire from within the Services for which they are Responsible Commissioner in the first instance. Unanimous agreement would be required to allow a virement.

The Partners agree that any remaining overspends shall be apportioned in accordance with this Schedule 3.

2 BETTER CARE FUND – PRINCIPAL RISKS

Risks are something that might happen. The purpose of identifying risks is to consider the likelihood of the risk occurring and to take steps to mitigate the risk. There are financial risks, operational risks and quality risks associated with the implementation of the better care fund. These risks and any others as identified should be recorded in the relevant risk registers with mitigating actions identified and implemented. An update on risk management will be included in the reports of the pooled fund manager for escalation as necessary.

3 POOLED FUND – FINANCIAL CONTRIBUTIONS

3.1 The contributions to be made by each party (i.e. the Authority and the ICB) will be as indicated in table 3, below:

TABLE 3:

FINANCIAL CONTRIBUTIONS TO THE BETTER CARE FUND

Scheme ID	Scheme Name	Area of Spend	Source of Funding	Planned Expenditure 2022/23 £
13	Impact on care home fees of national living wage	Social Care	iBCF	2,718,395
14	Impact on domiciliary care fees of national living wage	Social Care	iBCF	865,017
15	Impact on other increased fees (ISL, day care, direct payments, etc) of national living wage	Social Care	iBCF	4,037,099
16	Effect of demographic growth and change in severity of need	Social Care	iBCF	1,958,003
Sub-total - Improved Better Care Fund				**9,578,514**
1	Community-based support - Ageing Well Services	Social Care	Minimum ICB Contribution	9,111,037
3	Intermediate Care - Community Services	Social Care	Minimum ICB Contribution	911,846

8	Improving access to advice and information	Social Care	Minimum ICB Contribution	38,194
9	Care Act implementation	Social Care	Minimum ICB Contribution	780,930
10	Carers Support	Social Care	Minimum ICB Contribution	708,979
12	Independent support for people with learning disabilities	Social Care	Minimum ICB Contribution	759,619
Sub-total - adult social care services spend from the minimum ICB contribution				**12,310,605**
27	Community-based support	Community Health	Minimum ICB Contribution	2,531,466
2	Intermediate Care Beds	Community Health	Minimum ICB Contribution	3,423,128
4	Liaison Psychiatry - Working Age Adults	Mental Health	Minimum ICB Contribution	812,371
19	End of Life Care - RAPID	Community Health	Minimum ICB Contribution	248,899
Sub-total - NHS-commissioned out of hospital care				**7,015,864**
TOTAL POOLED FUND				**28,904,983**
Non-Pooled Fund				
26a	Disabled Facilities Grant	Social Care	DFG	1,869,024
26b	Disabled Facilities Grant carry forward	Social Care	DFG	1,157,668
TOTAL BCF before Adult Social Care Discharge Fund				**31,931,675**
Adult Social care Discharge Fund Local Authority allocation				**859,231**
Adult Social Care Discharge Fund ICB allocation				**902,492**
Total BCF including Discharge Fund allocations				**33,693,398**

4 RESPONSIBLE COMMISSIONERS

4.1 The Responsible Commissioner for each Service is designated in Table 3 above

5 VALUE AND TIMING OF PAYMENTS

5.1 Table 3 above shows the party which is responsible for providing the funding for each Service and the timing of the required payments into the Fund.

6 MANAGEMENT OF OVERSPENDS

6.1 The relevant Responsible Commissioner will manage service expenditure and is responsible for any Overspend unless it can be demonstrated and explicitly agreed by all Partners that additional spend in a particular area is beneficial to the delivery of the Better Care Fund and should be funded from underspends elsewhere with the Pooled Fund or from the dual-running contingency.

6.2 The Partnership Board shall act reasonably having taken into consideration all relevant factors including, where appropriate the Better Care Fund Plan and any agreed outcomes and any other budgetary constraints agree appropriate action in relation to Overspends, based on the following principles:

- The Responsible Commissioner of the Service reporting or predicting an Overspend has responsibility for:
    a. managing expenditure to minimise the risk of an Overspend
    b. taking all reasonable steps to eliminate an Overspend
    c. making a proposal to the Partnership Board to vire funds from other services for which they are the Responsible Commissioner (such proposals are subject to agreement by the Partnership Board)
    d. Absorbing the Overspend from their own funds, outwith the Pooled Budget, if virement from other services is not agreed by the Partnership Board.

6.3 The Partners agree to co-operate fully in order to establish an agreed position in relation to any Overspends.

6.4 Where there is an overspend in a Non Pooled Fund at the end of the Financial Year or at termination of the Agreement such overspend shall be met by the Responsible Commissioner with responsibility for the non-pooled fund to which the overspend relates. Subject to any continuing obligations under any Service Contract entered into by either Partner, either Partner may give notice to terminate a Service, where the Service Specification provides and where the Service does not form part of the Better Care Fund Plan.

SCHEDULE 4 – JOINT WORKING OBLIGATIONS

1 RESPONSIBLE COMMISSIONER OBLIGATIONS

1.1 Terminology used in this Schedule shall have the meaning attributed to it in the NHS Standard Form Contract save where this Agreement or the context requires otherwise.

1.2 The Responsible Commissioner shall notify the other Partner if it receives or serves:

- a Change in Control Notice;
- a Notice of an Event of Force Majeure;
- a Contract Query;
- Exception Reports
- and provide copies of the same.

1.3 The Responsible Commissioner shall provide the other Partner with copies of any and all:

- Performance Reports as appropriate';
- Monthly Activity Reports;
- Review Records; and
- Remedial Action Plans;
- Joint Improvement Reports;
- Service Quality Performance Report;

1.4 The Responsible Commissioner shall, as required by the other Partner, advise of attendance at:

- an Activity Management Meeting;
- Contract Management Meeting;
- Review Meeting;
- and, to the extent the Service Contract permits, raise issues reasonably requested by a Partner at those meetings.

1.5 The Responsible Commissioner shall not:

- permanently or temporarily withhold or retain monies pursuant to the Withholding and Retaining of Payment Provisions;
- vary any Provider Plans (excluding Remedial Action Plans);
- agree (or vary) the terms of a Joint Investigation or a Joint Action Plan;
- give any approvals under the Service Contract;
- agree to or propose any variation to the Service Contract (including any Schedule or Appendices);
- suspend all or part of the Services;
- serve any notice to terminate the Service Contract (in whole or in part);
- serve any notice;
- agree (or vary) the terms of a Succession Plan;
- without the prior approval of the other Partners such approval not to be unreasonably withheld or delayed.

1.6 The Responsible Commissioner shall advise the other Partner of any matter which has been referred for dispute and agree what (if any) matters will require the prior approval of one or more of the other Partners as part of that process.

1.7 The Responsible Commissioner shall notify the other Partner of the outcome of any Dispute that is agreed or determined by Dispute Resolution

1.8 The Responsible Commissioner shall share copies of any reports submitted by the Service Provider to the Responsible Commissioner pursuant to the Service Contract (including audit reports)

2 OBLIGATIONS OF THE OTHER PARTNER

2.1 Terminology used in this Schedule shall have the meaning attributed to it in the NHS Standard Form Contract save where this Agreement or the context requires otherwise.

2.2 Each Partner shall (at its own cost) provide such cooperation, assistance and support to the Responsible Commissioner (including the provision of data and other information) as is reasonably necessary to enable the Responsible Commissioner to:

- resolve disputes pursuant to a Service Contract;
- comply with its obligations pursuant to a Service Contract and this Agreement;
- ensure continuity and a smooth transfer of any Services that have been suspended, expired or terminated pursuant to the terms of the relevant Service Contract;

2.3 No Partner shall unreasonably withhold or delay consent requested by the Responsible Commissioner.

2.4 Each Partner (other than the Responsible Commissioner) shall:

- comply with the requirements imposed on the Responsible Commissioner pursuant to the relevant Service Contract in relation to any information disclosed to the other Partners;
- notify the Responsible Commissioner of any matters that might prevent the Responsible Commissioner from giving any of the warranties set out in a Services Contract or which might cause the Responsible Commissioner to be in breach of warranty.

SHEDULE 5 – PERFORMANCE ARRANGEMENTS

1 OVERVIEW

1.1 The Partnership Board will proactively monitor performance of the Better Care Fund services against a defined set of metrics which are designed to measure:

- Overall outcomes of the Better Care Fund
- Specific outcomes for specific services
- Process and throughput measures which contribute towards the achievement of outcomes
- Control measures

1.2 The high-level metrics are set out in Table 1 below; they are applicable to the BCF services as a whole. Individual Services may have more detailed indicators which are listed in the relevant service specification.

TABLE 4 – HIGH LEVEL METRICS

Topic	Detailed metric	Numerator	Denominator	Baseline (2021/22)	Ambition (2022/23)
Avoidable hospital admissions	Number of avoidable hospital admissions.	Avoidable admissions (indirectly standardised rate	Per 100k population	1052.9	1044
Permanent admissions to residential care	Permanent admissions of people aged 65+ to residential and nursing care homes	No of permanent admissions	Per 100k population	423.6	402.3
Discharge to usual place of residence	Percentage of people resident in area who are discharged from acute hospital to their usual place of residence	No of people discharged to usual place of residence	No of people discharged	88.3%	90.0%
Effectiveness of reablement	Proportion of older people (65 and over) who were still at home 91 days after discharge from hospital into reablement / rehabilitation services	Number of older people (aged 65 and over) discharged from acute or community hospitals from hospital to their own home or to a residential or nursing care	Older people who undergo reablement	90.8%	90.0%

Topic	Detailed metric	Numerator	Denominator	Baseline (2021/22)	Ambition (2022/23)
		home or extra care housing for rehabilitation, with the clear intention that they will move on/back to their own home (including a place in extra care housing or an adult placement service setting).			

2 RESPONSIBILITIES

2.1 Pooled Fund Manager

The Pooled Fund Manager will:

- ensure that reports on achievement against metrics are made available to the Partnership Board, integration boards, and Service Managers. To provide this function, they will draw upon support from existing arrangements in place within the Authority and ICB.
- Advise the Partnership Board of the effect of achievement of metrics, on the payment of pay-for-performance fund by the ICB into the Pooled Fund.

2.2 Responsible Commissioner and Service Managers

The Responsible Commissioner for each service will nominate a Service Manager to take day to day responsibility for delivery of that service. The Service Managers will, working with the operational governance arrangements set out in the Service Description, ensure that the detailed design of the service is optimised to achieve the intended outcomes; monitor the achievement of outcomes using the measures set out in Tables 1 to 5 below, and take action to deal with variances from the planned trajectory.

It is recognised that, in many instances, there is not a one-to-one relationship between a metric and a service. Service Managers will need to work with other service managers, through the domain-specific integration boards reporting to the Health and Wellbeing Board, to understand and act upon factors influencing the delivery of trajectories.

SCHEDULE 6 – POLICY FOR THE MANAGEMENT OF CONFLICTS OF INTEREST

1.1 Members of the Better Care Fund Partnership Board will be required to submit a written declaration of interests and from that a register of interests will be prepared and placed on public record. This register will be referred to at the start of each meeting of the Partnership Board.

1.2 All parties will act in accordance with the Nolan Principles and in line with the Authority and ICB's extant policies and guidance on Conflicts of Interest.

NOLAN PRINCIPLES

1.3 The Seven Principles of Public Life, known as the **Nolan Principles,** were defined by the Committee for Standards in Public Life . They are:

- **Selflessness** Holders of public office should act solely in terms of the public interest. They should not do so in order to gain financial or other benefits for themselves, their family or their friends.
- **Integrity** Holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might seek to influence them in the performance of their official duties.
- **Objectivity** In carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office should make choices on merit.
- **Accountability** Holders of public office are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.
- **Openness** Holders of public office should be as open as possible about all the decisions and actions that they take. They should give reasons for their decisions and restrict information only when the wider public interest clearly demands it.
- **Honesty** Holders of public office have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.
- **Leadership** Holders of public office should promote and support these principles by leadership and example.

LOCAL POLICIES AND GUIDANCE ON CONFLICTS OF INTEREST

	Policy for members	**Policy for officers**	**Further advice from**
North Tyneside Council	Code of Conduct for Elected Members and Co-opted Members (Part 8 of the Authority's constitution) http://www.northtyneside.gov.uk/browse-	Employee Code of Contact	Law and Governance, North Tynesid

	display.shtml?p_ID=29709&p_subjectCategory=831		e Council
NENC ICB	Standard of Business Conduct policy https://northeastnorthcumbria.nhs.uk/about-us/corporate-information/governance/	Standard of Business Conduct policy https://northeastnorthcumbria.nhs.uk/about-us/corporate-information/governance/	Head of Governance, NENC ICB

SCHEDULE 7 – INFORMATION GOVERNANCE PROTOCOL

1 Partners have robust information governance frameworks in place to ensure information is handled appropriately, effectively and in accordance with the law.

2 Robust Information Governance (IG) requires clear and effective management and accountability structures, governance processes, documented policies and procedures, trained staff and adequate resources. The way that the partners choose to deliver against these requirements is referred to within the Information Governance Toolkit as the Information Governance Management Framework and is supported by policies and procedures within each Partner organisation.

3 Partners will ensure the IG agenda is embedded throughout the organisation through establishing roles specifically responsible for the security of information and information risk. Typically these will be a Senior Information Risk Owner (SIRO) and Caldicott Guardian. These roles are at Executive/Board level and sit with the most senior staff within the Partner organisations.

4 The SIRO:

- Is accountable
- Fosters a culture for protecting and using data
- Provides a focal point for managing information risks and incidents
- Is concerned with the management of all information assets

5 The Caldicott Guardian:

- Is advisory
- Is the conscience of the organisation
- Provides a focal point for patient confidentiality & information sharing issues
- Is concerned with the management of patient information

6 The SIRO will be supported by Information Asset Owners (IAOs) who:

- Promote the culture that values, protects and uses their assigned information assets appropriately for the success of the organisation and benefit of its patients
- Know what information comprises or is associated with the asset, and understands the nature and justification of information flows to and from the asset
- Know who has access to the asset, whether system or information, and why, and ensures access is monitored and compliant with policy

7 IAOs may be supported by Information Asset Administrators (IAA) who implement the organisation's policies, understand and address risks to information assets, provide assurance and reports to the IAO and maintain relevant parts of the Partner's Information Asset Register.

8 There will be an IG specialist who is accountable for ensuring effective management, accountability, compliance and assurance for all aspects of IG throughout the Partner organisations. Partners must ensure there is a role/s responsible for information security.

9 Partners will have robust monitoring and reporting structures for IG which comprise some or all of the above roles and other senior representatives from within the Partner to promote a holistic approach to IG. This will typically be via a committee responsible for the IG agenda which is accountable to the Executive/Board. This committee will be supported across the whole Partner organisation and is able to influence the integration and inclusion of IG standards with other governance, strategies, work programmes and projects.

10 Partners have approved policies and procedures which underpin the IG framework covering all required aspects of information governance management, confidentiality and data protection, information security, and records management.

11 Partners will demonstrate a level of compliance with IG standards by completing the Health and Social Care Information Centre (HSCIC) IG Toolkit on an annual basis.