

Date: Thursday, 14 November 2019

Time: 9.30 am

Venue: Shrewsbury Room, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND

Contact: Michelle Dulson, Committee Officer  
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Email: [michelle.dulson@shropshire.gov.uk](mailto:michelle.dulson@shropshire.gov.uk)

## HEALTH AND WELLBEING BOARD

### TO FOLLOW REPORT (S)

#### **5 System Update (Pages 1 - 178)**

Regular update reports to the Health and Wellbeing Board are attached:

##### **Better Care Fund, Update and Performance**

Report to follow.

Contact: Penny Bason, Shropshire Council / Shropshire STP/Tanya Miles, Shropshire Council

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## Health and Wellbeing Board 14<sup>th</sup> November, 2019

### HWBB Joint Commissioning Report - Better Care Fund Plan

#### Responsible Officer

Email: Penny.bason@shropshire.gov.uk

Tel:

Fax:

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#### 1. Summary

- 1.1 This report introduces the Better Care Fund (BCF) Plan for 19/20, as well as the variation to the Section 75 Partnership Agreement; both documents are being presented for endorsement by the HWBB.
- 1.2 The BCF in 19/20 continues to provide a mechanism for personalised, integrated approaches to health and care the support people to remain independent at home or return to independence after an episode in hospital. The BCF Policy Framework provides continuity from previous rounds by maintaining 4 national conditions. These are (in brief):
  - 1.2.1 Must be signed off by the HWBB and by the Local Authority and CCG;
  - 1.2.2 Must demonstrate how the area will maintain the level of spending on social care services from the CCG minimum contribution in line with the uplift to the CCGs minimum contribution;
  - 1.2.3 Must allocate a specific proportion to out-of-hospital services;
  - 1.2.4 Must provide a clear plan for managing transfers of care through the High Impact Change Model
- 1.3 Other notable requirements of the 19/20 plan include:
  - 1.3.1 The DFG, iBCF and Winter Pressures Grant monies are included within the BCF (although there has been no confirmation on the continuation of the iBCF and Winter Pressures – additional information in the Risk section below)
  - 1.3.2 The narrative should reflect the joint plan for integration of health and social care locally as well as reflect jointly agreed approaches across the STP geography
- 1.4 In autumn/ spring 18/19, the Joint Commissioning Group conducted an annual review of the BCF; this review in combination with the Joint Statement of Intent, endorsed at the May HWBB has been used as a guide to develop the BCF plan for 19/20.
- 1.5 Through this continued system collaboration, the priorities identified for the Shropshire BCF are:
  - Prevention – keeping people well and self-sufficient in the first place; community referral including Let's Talk Local and Social Prescribing, Dementia Companions, Voluntary and Community Sector, Population Health Management
  - Admission Avoidance – when people are not so well, how can we improve their health in the community; out of hospital focus (Care Closer to Home, Integrated Community Services, new admission avoidance scheme), carers and mental health

- Delayed Transfers and system flow - using the 8 High Impact Model; Joint Equipment Contract, Assistive Technology, Integrated Community Service, Red Bag

- 1.6 The BCF plan and associated schemes have been identified using the above priorities and national guidance; the Plan is attached as Appendix A. The Plan is in the form of an Excel Spreadsheet with tabs highlighted for each section including; strategic narrative, income, expenditure (scheme information), High Impact Care Model (HICM) and metrics.
- 1.7 Whilst we are working at a Shropshire Council area to develop many schemes of the BCF, we are working at a system level to develop much of the 8 High Impact model (HICM tab in the BCF template) and we are articulating our person centred care ambition for the system. The narrative, which will also feature in the STP Long Term Plan will recognise the significant transformation and shift required to deliver person centred integrated care, but highlights the system commitment to deliver at scale.
- 1.8 The plan has been recommended for approval by the regional BCF assurance process, however we have not received final sign off by the national assurance panel, who work to ensure consistency across the country. We expect this approval in mid-December. This year, plans are either 'approved' or 'not approved' and we don't have a third option to 'Approve with conditions' as in previous years.
- 1.9 The DRAFT variation of the Section 75 Partnership Agreement is attached as Appendix B. It is a variation to the agreement that was endorsed by the HWBB in 18/19; the document does not materially change the original BCF Section 75 Agreement; it does however, incorporate the new 19/20 BCF Plan. The document remains in Draft form until endorsed by the HWBB and agreed by both Shropshire Council and Shropshire CCG.
- 1.10 The Risk section below highlights the continued risk of the year on year funding through the iBCF for admission avoidance and delayed transfers in particular.

## 2. Recommendations

- 2.1 The HWBB are asked to endorse the BCF plan; attached as Appendix A.
- 2.2 The HWBB are asked to endorse the Variation of the Section 75 Partnership Agreement; prior to final approval by Shropshire Council and Shropshire CCG. Attached as Appendix B
- 2.3 The HWBB note the risks associated with continued reliance on grant funding to pay for system initiatives to support transfers of care and admission avoidance.
3. **Risk Assessment and Opportunities Appraisal** (NB This will include the following: Risk Management, Human Rights, Equalities, Community, Environmental consequences and other Consultation)
- 3.1 The HWB Strategy requires that the health and care system work to reduce inequalities in Shropshire. All decisions and discussions by the Board must take into account reducing inequalities.
- 3.2 The schemes of the BCF and other system planning have been done by engaging with stakeholders, service users, and patients. This has been done in a variety of ways including through patient groups, focus groups, ethnographic research.

3.3 Continued reliance on grant funding (iBCF and Winter Pressures), to support system flow, admissions avoidance and transfers of care schemes, holds significant financial risk should the grant funding stop.

#### 4. Finance

4.1 The key financial information contained in the BCF Plan/ template can be summarised as follows:

<b>BCF Total Budget 2019/20</b>	<b>£40,974,328</b>
<b>Total Pooled Fund Amount 2019/20</b>	<b>£7,779,302</b>
<b>Total Non-Pooled Amounts 2019/20</b>	<b>£33,195,026</b>
Non Pooled Amounts as follows:	
CCG Revenue Schemes	£13,839,000
Shropshire Council Revenue Schemes (including iBCF and Winter Pressures Schemes)	£16,146,735
Disabled Facilities Grants	£3,209,291

<b>Contributing Partner Organisation</b>	<b>Pooled Fund Contribution amount 2019/20 (£)</b>	<b>Contributions to be paid to the host authority:</b>	<b>Non-Pooled Fund Contribution Amount 2019/20 (to be held by the CONTRIBUTING Partner) (£)</b>	<b>Total BCF Contribution 2019/20 (£)</b>
Shropshire Council	-	-	19,356,026	<b>19,356,026</b>
Shropshire CCG	7,779,302	Monthly following receipt of an invoice from the host organisation	13,839,000	<b>21,618,302</b>
	<b>7,779,302</b>		<b>33,195,026</b>	<b>40,974,328</b>

4.2 The Better Care Fund progress is reported at every Health and Wellbeing Board through the Joint Commissioning Report to the HWBB, at each board meeting.

**List of Background Papers (This MUST be completed for all reports, but does not include items containing exempt or confidential information)**

See [here](#) for previous HWBB papers

**Cabinet Member (Portfolio Holder)**

Cllr Dean Carroll, Adult Social Services and Climate Change

**Local Member**

n/a

**Appendices**

n/a

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## Better Care Fund 2019/20 Template

### 1. Guidance

#### Overview

#### Note on entering information into this template

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

Data needs inputting in the cell

Pre-populated cells

#### Note on viewing the sheets optimally

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

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

#### Checklist (click to go to Checklist, included in the Cover sheet)

1. This section helps identify the data fields that have not been completed. All fields that appear as incomplete should be complete before sending to the Better Care Support Team.
2. It is sectioned out by sheet name and contains the description of the information required, cell reference for the question and the 'checker' column which updates automatically as questions within each sheet are completed.
3. The checker column will appear 'Red' and contain the word 'No' if the information has not been completed. Clicking on the corresponding 'Cell Reference' column will link to the incomplete cell for completion. Once completed the checker column will change to 'Green' and contain the word 'Yes'
4. The 'sheet completed' cell will update when all 'checker' values for the sheet are green containing the word 'Yes'.
5. Once the checker column contains all cells marked 'Yes' the 'Incomplete Template' cell (below the title) will change to 'Complete Template'.
6. Please ensure that all boxes on the checklist are green before submission.

#### 2. Cover (click to go to sheet)

1. The cover sheet provides essential information on the area for which the template is being completed, contacts and sign off.
2. Question completion tracks the number of questions that have been completed; when all the questions in each section of the template have been completed the cell will turn green. Only when all cells are green should the template be sent to [england.bettercaresupport@nhs.net](mailto:england.bettercaresupport@nhs.net)
3. Please note that in line with fair processing of personal data we collect email addresses to communicate with key individuals from the local areas for various purposes relating to the delivery of the BCF plans including plan development, assurance, approval and provision of support. We remove these addresses from the supplied templates when they are collated and delete them when they are no longer needed. Please let us know if any of the submitted contact information changes during the BCF planning cycle so we are able to communicate with the right people in a timely manner.

#### 4. Strategic Narrative (click to go to sheet)

This section of the template should set out the agreed approach locally to integration of health & social care. The narratives should focus on updating existing plans, and changes since integration plans were set out until 2020 rather than reiterating them and can be short. Word limits have been applied to each section and these are indicated on the worksheet.

1. Approach to integrating care around the person. This should set out your approach to integrating health and social care around the people, particularly those with long term health and care needs. This should highlight developments since 2017 and cover areas such as prevention.
- 2 i. Approach to integrating services at HWB level (including any arrangements at neighbourhood level where relevant). This should set out the agreed approach and services that will be commissioned through the BCF. Where schemes are new or approaches locally have changed, you should set out a short rationale.
- 2 ii. DFG and wider services. This should describe your approach to integration and joint commissioning/delivery with wider services. In all cases this should include housing, and a short narrative on use of the DFG to support people with care needs to remain independent through adaptations or other capital expenditure on their homes. This should include any discretionary use of the DFG.
3. How your BCF plan and other local plans align with the wider system and support integrated approaches. Examples may include the read across to the STP (Sustainability Transformation Partnerships) or ICS (Integrated Care Systems) plan(s) for your area and any other relevant strategies.

You can attach (in the e-mail) visuals and illustrations to aid understanding if this will assist assurers in understanding your local approach.

#### 5. Income (click to go to sheet)

1. This sheet should be used to specify all funding contributions to the Health and Wellbeing Board's Better Care Fund (BCF) plan and pooled budget for 2019/20. On selected the HWB from the Cover page, this sheet will be pre-populated with the minimum CCG contributions to the BCF, DFG (Disabled Facilities Grant), IBCF (improved Better Care Fund) and Winter Pressures allocations to be pooled within the BCF. These cannot be edited.
2. Please select whether any additional contributions to the BCF pool are being made from Local Authorities or the CCGs and as applicable enter the amounts in the fields highlighted in 'yellow'. These will appear as funding sources when planning expenditure. The fields for Additional contributions can be utilised to include any relevant carry-overs from the previous year.
3. Please use the comment boxes alongside to add any specific detail around this additional contribution including any relevant carry-overs assigned from previous years. All allocations are rounded to the nearest pound.
4. For any questions regarding the BCF funding allocations, please contact [England.bettercaresupport@nhs.net](mailto:England.bettercaresupport@nhs.net)

## 6. Expenditure (click to go to sheet)

This sheet should be used to set out the schemes that constitute the BCF plan for the HWB including the planned expenditure and the attributes to describe the scheme. This information is then aggregated and utilised to analyse the BCF plans nationally and sets the basis for future reporting and to particularly demonstrate that National Condition 2 and 3 are met.

The table is set out to capture a range of information about how schemes are being funded and the types of services they are providing. There may be scenarios when several lines need to be completed in order to fully describe a single scheme or where a scheme is funded by multiple funding streams (eg: iBCF and CCG minimum). In this case please use a consistent scheme ID for each line to ensure integrity of aggregating and analysing schemes.

On this sheet please enter the following information:

### 1. Scheme ID:

- This field only permits numbers. Please enter a number to represent the Scheme ID for the scheme being entered. Please enter the same Scheme ID in this column for any schemes that are described across multiple rows.

### 2. Scheme Name:

- This is a free field to aid identification during the planning process. Please use the scheme name consistently if the scheme is described across multiple lines in line with the scheme ID described above.

### 3. Brief Description of Scheme

- This is free text field to include a brief headline description of the scheme being planned.

### 4. Scheme Type and Sub Type:

- Please select the Scheme Type from the drop-down list that best represents the type of scheme being planned. A description of each scheme is available at the end of the table (follow the link to the description section at the top of the main expenditure table).

- Where the Scheme Types has further options to choose from, the Sub Type column alongside will be editable and turn "yellow". Please select the Sub Type from the drop down list that best describes the scheme being planned.

- Please note that the drop down list has a scroll bar to scroll through the list and all the options may not appear in one view.

- If the scheme is not adequately described by the available options, please choose 'Other' and add a free field description for the scheme type in the column alongside.

- While selecting schemes and sub-types, the sub-type field will be flagged in 'red' font if it is from a previously selected scheme type. In this case please clear the sub-type field and reselect from the dropdown if the subtype field is editable.

### 5. Planned Outputs

- The BCF Planning requirements document requires areas to set out planned outputs for certain scheme types (those which lend themselves to delivery of discrete units of delivery) to help to better understand and account for the activity funded through the BCF.

- The Planned Outputs fields will only be editable if one of the relevant scheme types is selected. Please select a relevant unit from the drop down and an estimate of the outputs expected over the year. This is a numerical field.

### 6. Metric Impact

- This field is collecting information on the metrics that a chem will impact on (rather than the actual planned impact on the metric)

- For the schemes being planned please select from the drop-down options of 'High-Medium-Low-n/a' to provide an indicative level of impact on the four BCF metrics. Where the scheme impacts multiple metrics, this can be expressed by selecting the appropriate level from the drop down for each of the metrics. For example, a discharge to assess scheme might have a medium impact on Delayed Transfers of Care and permanent admissions to residential care. Where the scheme is not expected to impact a metric, the 'n/a' option could be selected from the drop-down menu.

### 7. Area of Spend:

- Please select the area of spend from the drop-down list by considering the area of the health and social system which is most supported by investing in the scheme.

- Please note that where 'Social Care' is selected and the source of funding is "CCG minimum" then the planned spend would count towards National Condition 2.

- If the scheme is not adequately described by the available options, please choose 'Other' and add a free field description for the scheme type in the column alongside.

- We encourage areas to try to use the standard scheme types where possible.

### 8. Commissioner:

- Identify the commissioning entity for the scheme based on who commissions the scheme from the provider. If there is a single commissioner, please select the option from the drop-down list.

- Please note this field is utilised in the calculations for meeting National Condition 3.

- If the scheme is commissioned jointly, please select 'Joint'. Please estimate the proportion of the scheme being commissioned by the local authority and CCG/NHS and enter the respective percentages on the two columns alongside.

### 9. Provider:

- Please select the 'Provider' commissioned to provide the scheme from the drop-down list.

- If the scheme is being provided by multiple providers, please split the scheme across multiple lines.

### 10. Source of Funding:

- Based on the funding sources for the BCF pool for the HWB, please select the source of funding for the scheme from the drop-down list

- If the scheme is funding across multiple sources of funding, please split the scheme across multiple lines, reflecting the financial contribution from each.

### 11. Expenditure (£) 2019/20:

- Please enter the planned spend for the scheme (or the scheme line, if the scheme is expressed across multiple lines)

### 12. New/Existing Scheme

- Please indicate whether the planned scheme is a new scheme for this year or an existing scheme being carried forward.

This is the only detailed information on BCF schemes being collected centrally for 2019/20 and will inform the understanding of planned spend for the iBCF and Winter Funding grants.



#### 7. HICM (click to go to sheet)

National condition four of the BCF requires that areas continue to make progress in implementing the High Impact Change model for managing transfers of care and continue to work towards the centrally set expectations for reducing DToC. In the planning template, you should provide:

- An assessment of your current level of implementation against each of the 8 elements of the model – from a drop-down list
- Your planned level of implementation by the end March 2020 – again from a drop-down list

A narrative that sets out the approach to implementing the model further. The Narrative section in the HICM tab sets out further details.

#### 8. Metrics (click to go to sheet)

This sheet should be used to set out the Health and Wellbeing Board's performance plans for each of the Better Care Fund metrics in 2019/20. The BCF requires plans to be agreed for the four metrics. This should build on planned and actual performance on these metrics in 2018/19.

##### 1. Non-Elective Admissions (NEA) metric planning:

- BCF plans as in previous years mirror the latest CCG Operating Plans for the NEA metric. Therefore, this metric is not collected via this template.

##### 2. Residential Admissions (RES) planning:

- This section requires inputting the information for the numerator of the measure.
- Please enter the planned number of council-supported older people (aged 65 and over) whose long-term support needs will be met by a change of setting to residential and nursing care during the year (excluding transfers between residential and nursing care) for the Residential Admissions numerator measure.
- The prepopulated denominator of the measure is the size of the older people population in the area (aged 65 and over) taken from ONS subnational population projections.
- The annual rate is then calculated and populated based on the entered information.
- Please include a brief narrative associated with this metric plan

##### 3. Reablement (REA) planning:

- This section requires inputting the information for the numerator and denominator of the measure.
- Please enter the planned denominator figure, which is the planned number of older people discharged from hospital to their own home for rehabilitation (or from hospital to a residential or nursing care home or extra care housing for rehabilitation, with a clear intention that they will move on/back to their own home).
- Please then enter the planned numerator figure, which is the planned number of older people discharged from hospital to their own home for rehabilitation (from within the denominator) that will still be at home 91 days after discharge.
- The annual proportion (%) Reablement measure will then be calculated and populated based on this information.
- Please include a brief narrative associated with this metric plan

##### 4. Delayed Transfers of Care (DToC) planning:

- The expectations for this metric from 2018/19 are retained for 2019/20 and these are prepopulated.
- Please include a brief narrative associated with this metric plan.
- This narrative should include details of the plan, agreed between the local authority and the CCG for using the Winter Pressures grant to manage pressures on the system over Winter.

#### 9. Planning Requirements (click to go to sheet)

This sheet requires the Health & Wellbeing Board to confirm whether the National Conditions and other Planning Requirements detailed in the BCF Policy Framework and the BCF Requirements document are met. Please refer to the BCF Policy Framework and BCF Planning Requirements documents for 2019/20 for further details.

The Key Lines of Enquiry (KLOE) underpinning the Planning Requirements are also provided for reference as they will be utilised to assure plans by the regional assurance panel.

1. For each Planning Requirement please select 'Yes' or 'No' to confirm whether the requirement is met for the BCF Plan.
2. Where the confirmation selected is 'No', please use the comments boxes to include the actions in place towards meeting the requirement and the target timeframes.

#### 10. CCG-HWB Mapping (click to go to sheet)

The final sheet provides details of the CCG - HWB mapping used to calculate contributions to Health and Wellbeing Board level non-elective activity figures.

# Better Care Fund 2019/20 Template

## 2. Cover

Version 1.2



### Please Note:

- You are reminded that much of the data in this template, to which you have privileged access, is management information only and is not in the public domain. It is not to be shared more widely than is necessary to complete the return.
- Please prevent inappropriate use by treating this information as restricted, refrain from passing information on to others and use it only for the purposes for which it is provided. Any accidental or wrongful release should be reported immediately and may lead to an inquiry. Wrongful release includes indications of the content, including such descriptions as "favourable" or "unfavourable".
- Please note that national data for plans is intended for release in aggregate form once plans have been assured, agreed and baselined as per the due process outlined in the BCF Planning Requirements for 2019/20.
- This template is password protected to ensure data integrity and accurate aggregation of collected information. A resubmission may be required if this is breached.

Health and Wellbeing Board:	Shropshire
Completed by:	Penny Bason, Claire Spencer
E-mail:	Penny.bason@shropshire.gov.uk
Contact number:	0 1743252767
Who signed off the report on behalf of the Health and Wellbeing Board:	Cllr Lee Chapman
Will the HWB sign-off the plan after the submission date?	Yes
If yes, please indicate the date when the HWB meeting is scheduled:	01/11/19

	Role:	Professional Title (where applicable)	First-name:	Surname:	E-mail:
*Area Assurance Contact Details:	Health and Wellbeing Board Chair	Cllr	Lee	Chapman	lee.chapman@shropshire.gov.uk
	Clinical Commissioning Group Accountable Officer (Lead)	Mr	David	Stout	david.stout@nhs.net
	Additional Clinical Commissioning Group(s) Accountable Officers	n/a	n/a	n/a	david.stout@nhs.net
	Local Authority Chief Executive	Mr	Clive	Wright	clive.wright@shropshire.gov.uk
	Local Authority Director of Adult Social Services (or equivalent)	Mr	Andy	Begley	andy.begley@shropshire.gov.uk
	Better Care Fund Lead Official	Mrs	Tanya	Miles	tanya.miles@shropshire.gov.uk
	LA Section 151 Officer	Mr	James	Walton	james.walton@shropshire.gov.uk
Please add further area contacts that you would wish to be included in official correspondence -->	CCG Lead	Ms	Gail	Fortes-Mayer	gail.fortes-mayer@nhs.net

\*Only those identified will be addressed in official correspondence (such as approval letters). Please ensure all individuals are satisfied with the information entered above as this is exactly how they will appear in correspondence.

Question Completion - when all questions have been answered and the validation boxes below have turned green you should send the template to [england.bettercaresupport@nhs.net](mailto:england.bettercaresupport@nhs.net) saving the file as 'Name HWB' for example 'County Durham HWB'

### Complete

	Complete:
2. Cover	Yes
4. Strategic Narrative	Yes
5. Income	Yes
6. Expenditure	Yes
7. HICM	Yes
8. Metrics	Yes
9. Planning Requirements	Yes

[<< Link to the Guidance sheet](#)

### Checklist

#### 2. Cover

[^^ Link back to top](#)

	Cell Reference	Checker
Health & Wellbeing Board	D13	Yes
Completed by:	D15	Yes
E-mail:	D17	Yes
Contact number:	D19	Yes
Who signed off the report on behalf of the Health and Wellbeing Board:	D21	Yes
Will the HWB sign-off the plan after the submission date?	D23	Yes
If yes, please indicate the date when the HWB meeting is scheduled:	D24	Yes
Area Assurance Contact Details - Role:	C27 : C36	Yes
Area Assurance Contact Details - First name:	F27 : F36	Yes
Area Assurance Contact Details - Surname:	G27 : G36	Yes
Area Assurance Contact Details - E-mail:	H27 : H36	Yes
Sheet Complete		Yes

#### 4. Strategic Narrative

[^^ Link back to top](#)

	Cell Reference	Checker
A) Person-centred outcomes:	B20	Yes
B) (i) Your approach to integrated services at HWB level (and neighbourhood where applicable):	B31	Yes
B) (ii) Your approach to integration with wider services (e.g. Housing):	B37	Yes
C) System level alignment:	B44	Yes
Sheet Complete		Yes

#### 5. Income

[^^ Link back to top](#)

	Cell Reference	Checker
Are any additional LA Contributions being made in 2019/20?	C39	Yes
Additional Local Authority	B42 : B44	Yes
Additional LA Contribution	C42 : C44	Yes
Additional LA Contribution Narrative	D42 : D44	Yes
Are any additional CCG Contributions being made in 2019/20?	C59	Yes
Additional CCGs	B62 : B71	Yes
Additional CCG Contribution	C62 : C71	Yes
Additional CCG Contribution Narrative	D62 : D71	Yes
Sheet Complete		Yes

## 6. Expenditure

[^^ Link back to top](#)

	Cell Reference	Checker
Scheme ID:	B22 : B271	Yes
Scheme Name:	C22 : C271	Yes
Brief Description of Scheme:	D22 : D271	Yes
Scheme Type:	E22 : E271	Yes
Sub Types:	F22 : F271	Yes
Specify if scheme type is Other:	G22 : G271	Yes
Planned Output:	H22 : H271	Yes
Planned Output Unit Estimate:	I22 : I271	Yes
Impact: Non-Elective Admissions:	J22 : J271	Yes
Impact: Delayed Transfers of Care:	K22 : K271	Yes
Impact: Residential Admissions:	L22 : L271	Yes
Impact: Reablement:	M22 : M271	Yes
Area of Spend:	N22 : N271	Yes
Specify if area of spend is Other:	O22 : O271	Yes
Commissioner:	P22 : P271	Yes
Joint Commissioner %:	Q22 : Q271	Yes
Provider:	S22 : S271	Yes
Source of Funding:	T22 : T271	Yes
Expenditure:	U22 : U271	Yes
New/Existing Scheme:	V22 : V271	Yes
Sheet Complete		Yes

## 7. HCIM

[^^ Link back to top](#)

	Cell Reference	Checker
Priorities for embedding elements of the HCIM for Managing Transfers of Care locally:	B11	Yes
Chg 1) Early discharge planning - Current Level:	D15	Yes
Chg 2) Systems to monitor patient flow - Current Level:	D16	Yes
Chg 3) Multi-disciplinary/Multi-agency discharge teams - Current Level:	D17	Yes
Chg 4) Home first / discharge to assess - Current Level:	D18	Yes
Chg 5) Seven-day service - Current Level:	D19	Yes
Chg 6) Trusted assessors - Current Level:	D20	Yes
Chg 7) Focus on choice - Current Level:	D21	Yes
Chg 8) Enhancing health in care homes - Current Level:	D22	Yes
Chg 1) Early discharge planning - Planned Level:	E15	Yes
Chg 2) Systems to monitor patient flow - Planned Level:	E16	Yes
Chg 3) Multi-disciplinary/Multi-agency discharge teams - Planned Level:	E17	Yes
Chg 4) Home first / discharge to assess - Planned Level:	E18	Yes
Chg 5) Seven-day service - Planned Level:	E19	Yes
Chg 6) Trusted assessors - Planned Level:	E20	Yes
Chg 7) Focus on choice - Planned Level:	E21	Yes
Chg 8) Enhancing health in care homes - Planned Level:	E22	Yes
Chg 1) Early discharge planning - Reasons:	F15	Yes
Chg 2) Systems to monitor patient flow - Reasons:	F16	Yes
Chg 3) Multi-disciplinary/Multi-agency discharge teams - Reasons:	F17	Yes
Chg 4) Home first / discharge to assess - Reasons:	F18	Yes
Chg 5) Seven-day service - Reasons:	F19	Yes
Chg 6) Trusted assessors - Reasons:	F20	Yes
Chg 7) Focus on choice - Reasons:	F21	Yes
Chg 8) Enhancing health in care homes - Reasons:	F22	Yes
Sheet Complete		Yes

## 8. Metrics

[^^ Link back to top](#)

	Cell Reference	Checker
Non-Elective Admissions: Overview Narrative:	E10	Yes
Delayed Transfers of Care: Overview Narrative:	E17	Yes
Residential Admissions Numerator:	F27	Yes
Residential Admissions: Overview Narrative:	G26	Yes
Reablement Numerator:	F39	Yes
Reablement Denominator:	F40	Yes
Reablement: Overview Narrative:	G38	Yes

Sheet Complete	Yes
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## 9. Planning Requirements

[^^ Link back to top](#)

	Cell Reference	Checker
PR1: NC1: Jointly agreed plan - Plan to Meet	F8	Yes
PR2: NC1: Jointly agreed plan - Plan to Meet	F9	Yes
PR3: NC1: Jointly agreed plan - Plan to Meet	F10	Yes
PR4: NC2: Social Care Maintenance - Plan to Meet	F11	Yes
PR5: NC3: NHS commissioned Out of Hospital Services - Plan to Meet	F12	Yes
PR6: NC4: Implementation of the HICM for Managing Transfers of Care - Plan to Meet	F13	Yes
PR7: Agreed expenditure plan for all elements of the BCF - Plan to Meet	F14	Yes
PR8: Agreed expenditure plan for all elements of the BCF - Plan to Meet	F15	Yes
PR9: Metrics - Plan to Meet	F16	Yes
PR1: NC1: Jointly agreed plan - Actions in place if not	H8	Yes
PR2: NC1: Jointly agreed plan - Actions in place if not	H9	Yes
PR3: NC1: Jointly agreed plan - Actions in place if not	H10	Yes
PR4: NC2: Social Care Maintenance - Actions in place if not	H11	Yes
PR5: NC3: NHS commissioned Out of Hospital Services - Actions in place if not	H12	Yes
PR6: NC4: Implementation of the HICM for Managing Transfers of Care - Actions in place if not	H13	Yes
PR7: Agreed expenditure plan for all elements of the BCF - Actions in place if not	H14	Yes
PR8: Agreed expenditure plan for all elements of the BCF - Actions in place if not	H15	Yes
PR9: Metrics - Actions in place if not	H16	Yes
PR1: NC1: Jointly agreed plan - Timeframe if not met	I8	Yes
PR2: NC1: Jointly agreed plan - Timeframe if not met	I9	Yes
PR3: NC1: Jointly agreed plan - Timeframe if not met	I10	Yes
PR4: NC2: Social Care Maintenance - Timeframe if not met	I11	Yes
PR5: NC3: NHS commissioned Out of Hospital Services - Timeframe if not met	I12	Yes
PR6: NC4: Implementation of the HICM for Managing Transfers of Care - Timeframe if not met	I13	Yes
PR7: Agreed expenditure plan for all elements of the BCF - Timeframe if not met	I14	Yes
PR8: Agreed expenditure plan for all elements of the BCF - Timeframe if not met	I15	Yes
PR9: Metrics - Timeframe if not met	I16	Yes

Sheet Complete	Yes
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## Better Care Fund 2019/20 Template

### 3. Summary

Selected Health and Wellbeing Board:

Shropshire

### Income & Expenditure

[Income >>](#)

Funding Sources	Income	Expenditure	Difference
DFG	£3,209,291	£3,209,291	£0
Minimum CCG Contribution	£20,937,207	£20,937,207	£0
iBCF	£10,120,779	£10,120,779	£0
Winter Pressures Grant	£1,393,823	£1,393,823	£0
Additional LA Contribution	£4,632,133	£4,632,133	£0
Additional CCG Contribution	£681,095	£681,095	£0
<b>Total</b>	<b>£40,974,328</b>	<b>£40,974,328</b>	<b>£0</b>

[Expenditure >>](#)

#### NHS Commissioned Out of Hospital spend from the minimum CCG allocation

Minimum required spend	£5,949,760
Planned spend	£13,389,000

#### Adult Social Care services spend from the minimum CCG allocations

Minimum required spend	£7,637,054
Planned spend	£8,993,071

#### Scheme Types

Assistive Technologies and Equipment	£1,649,856
Care Act Implementation Related Duties	£5,000
Carers Services	£304,407
Community Based Schemes	£1,735,318
DFG Related Schemes	£3,209,291
Enablers for Integration	£4,888,219
HICM for Managing Transfer of Care	£1,484,373
Home Care or Domiciliary Care	£3,456,914
Housing Related Schemes	£52,984
Integrated Care Planning and Navigation	£3,464,120
Intermediate Care Services	£5,185,827
Personalised Budgeting and Commissioning	£0
Personalised Care at Home	£331,481
Prevention / Early Intervention	£5,324,300
Residential Placements	£9,713,433
Other	£168,805
<b>Total</b>	<b>£40,974,328</b>

## [HICM >>](#)

		Planned level of maturity for 2019/2020
Chg 1	Early discharge planning	Established
Chg 2	Systems to monitor patient flow	Mature
Chg 3	Multi-disciplinary/Multi-agency discharge teams	Mature
Chg 4	Home first / discharge to assess	Mature
Chg 5	Seven-day service	Established
Chg 6	Trusted assessors	Mature
Chg 7	Focus on choice	Mature
Chg 8	Enhancing health in care homes	Mature

## [Metrics >>](#)

<b>Non-Elective Admissions</b>	<a href="#">Go to Better Care Exchange &gt;&gt;</a>
<b>Delayed Transfer of Care</b>	

## **Residential Admissions**

		19/20 Plan
Long-term support needs of older people (age 65 and over) met by admission to residential and nursing care homes, per 100,000 population	Annual Rate	594.2091036

## **Reablement**

		19/20 Plan
Proportion of older people (65 and over) who were still at home 91 days after discharge from hospital into reablement / rehabilitation services	Annual (%)	0.819875776

## [Planning Requirements >>](#)

Theme	Code	Response
NC1: Jointly agreed plan	PR1	Yes
	PR2	Yes
	PR3	Yes
NC2: Social Care Maintenance	PR4	Yes
NC3: NHS commissioned Out of Hospital Services	PR5	Yes
NC4: Implementation of the High Impact Change Model for Managing Transfers of Care	PR6	Yes
Agreed expenditure plan for all elements of the BCF	PR7	Yes
	PR8	Yes
Metrics	PR9	Yes

Better Care Fund 2019/20 Template

4. Strategic Narrative

Selected Health and Wellbeing Board: Shropshire

Please outline your approach towards integration of health & social care:

When providing your responses to the below sections, please highlight any learning from the previous planning round (2017-2019) and cover any priorities for reducing health inequalities under the Equality Act 2010.

Please note that there are 4 responses required below, for questions: A), B(i), B(ii) and C)

[Link to B\) \(i\)](#)

[Link to B\) \(ii\)](#)

[Link to C\)](#)

A) Person-centred outcomes

Your approach to integrating care around the person, this may include (but is not limited to):

- Prevention and self-care

- Promoting choice and independence

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System approach to person centred and ‘Personalised care’: from Shropshire, T&W Long Term Plan

Person centred care is at the heart of all our transformation programmes. We seek to improve services by developing well-coordinated, integrated care that works with the wishes, needs and understanding of those who receive the care (as well as their carers as appropriate). New ways of working will ensure that the current burdensome task of navigating the health and care system does not rest with the people needing the services; but rather is clear and supported by the way in which we work together across services and with our population.

Significant reform is required to integrate primary and community services, involving the voluntary and community sector (VCSE), while prioritising investment in prevention and social care. This will be done at scale and on a STP footprint where possible, as well as through our established place based programmes.

There is not a one size fits all for the development of person centred care. We will ensure flexibility to take forward different approaches and evaluate impact, responding to the needs of our communities and supporting the reduction of health inequalities. Across our STP there are some fundamental working practices that we aim to embed, these include (but not limited to):

- Empowering patients to live well, especially those with long term conditions
- Delivering through multidisciplinary teams, including primary and community care, VCSE, social care, public health and acute services
- Identifying and supporting people before they have a crisis of health care
- Utilising evidence based interventions
- Managing a different level of need in the community and as close to home as possible, with the following principles:
  - o Community based support and social prescribing
  - o Shared decision making and enabling choice
  - o personalised care and support planning
  - o Supported self-management

Significant culture change is required across our services to understand, support and develop new ways of working. Where needed, we will work across our organisations with our workforce to enhance skills, knowledge and professionalism regarding system thinking and approaches. We will work to embed routine and systematic risk stratification as well as early identification of health risk and prevention approaches across the system. We will work to embed Personalised Care and the 5 year ambitions of NHSE including Social Prescribing, Supported self-management (PAM) and Personal Health budgets.

Programmes delivering this work are already underway, however the commitment of this Long Term Plan is that person centred, place based approaches are delivered systematically and at scale.

In alignment with both the Long Term Plan and the Shropshire HWB strategy the work of the BCF seeks to improve healthy life expectancy and reduce inequalities. This includes working with those who are most in need through Social Prescribing, Let’s Talk Local and the Community Care Coordinators.

Local approach:

Building on the system narrative, Shropshire Council, Shropshire CCG and partners have worked closely to develop joint commissioning and integrated care. The work has resulted in a strengthened strategic approach and integrated delivery. The group has used the BCF to facilitate this process.

Agreed principles for developing the BCF:

- Ensure delivery of BCF priorities, national conditions and improvements in integration;
- Effective use of the Section 75 Partnership Agreement to better reflect Shropshire system;
- Joint decision making and relationship development;



B) HWB level

- (i) Your approach to integrated services at HWB level (and neighbourhood where applicable), this may include (but is not limited to):
- Joint commissioning arrangements
  - Alignment with primary care services (including PCNs (Primary Care Networks))
  - Alignment of services and the approach to partnership with the VCS (Voluntary and Community Sector)

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At a HWBB level, the system is focussing clearly on place based integrated care for Admissions Avoidance, which has been delivered through a number of schemes including:

- Integrated Community Services (ICS)
- Community Social Work Teams
- Short Term Assessment and Reablement Team (START)
- Occupational therapy

A cornerstone of the BCF has been the ICS team which has focussed hospital transfers and keeping people out of hospital once they have returned home. This programme is ongoing and enabled by the BCF, however the system is now working to keep many more people from reaching hospital in the first place. Care Closer to Home provides person centred, place based care, supporting people where they live. Enabled by an Alliance MoU, this programme focusses on joint working across commissioners and providers (namely Shropshire CCG, Shropshire Council, Shropshire Community Health Trust, Midlands Partnership Foundation Trust) and is a key programme of the BCF’s Admission Avoidance strategic priority. The programme works to:

“Use all available resources to commission integrated health and care services that are clinically effective and cost-efficient and as close as possible to where people with the greatest need live”.

The programme works across health, care and the VCS to identify people who could benefit from case management support in order to avoid future ill health and hospital admissions. The programme is being delivered with 8 pilot sites (GP practices), transformation is underpinned by the ambition for earlier identification of need, earlier intervention, and proactive & preventative care and support that keeps people as well as possible, for as long as possible and in their own home or community. This is intended to deliver better patient experience, improved health outcomes, improved system pathways, one point of contact for patient/families & carers, and reduction of unnecessary emergency admissions into the acute hospital. It has been broken down into phases as follows:

Phase 1 – A dedicated Frailty Intervention Team (FIT) based in the Emergency Department and responsible for the early identification, treatment, risk assessment and planning for frail and long term condition patients. The team facilitate appropriate triage of patients to either the acute/community/home setting. This team liaise and work with existing teams in the community such as intermediate care, Care Co-ordinators etc. 90+ patients are added to the FIT case load each week and the team facilitate an average of 7 discharges every day. 83% of those discharged go home. There has been a reduction in the conversion rate from ED to admission for >75s at RSH to 53.02% compared to 57.71% in the same period the previous year. The target admission avoidance for this phase of the Programme is 558 in 18/19.

Phase 2 – Risk stratification and proactive/preventative Case Management through integrated health & social care case management teams working in hub buildings, delivering services to clusters of GP practices. The model was collaboratively developed and approved in August 2018. The risk stratification process is a quarterly report produced by an electronic tool combining primary, secondary, and social care data to pick up patients who would be suitable for the multi-disciplinary, health and social care Case Management Team to review and actively case manage. GP’s and other healthcare professionals will be able to refer into this service at any time.

Phase 3 – The third phase, which is community-based acute and semi-acute responsive services is made up of a range of high-level models:

- Hospital at Home
- Standardised DAART (rapid access to diagnostics, rehab and certain interventions)
- Rapid Response
- Crisis

While Care Closer to Home develops, work is underway to ensure that winter 19/20 is safeguarded from rising pressure in the acute setting. Winter 2018/19 demonstrated significant pressures on the health system. Medical bed capacity was on occasion insufficient for demand, and the CCG received reports of corridor waits and ambulance handover delays which cause concern from a patient safety and quality of care perspective.

An additional admissions avoidance scheme that will be implemented for winter 19/20 will provide rapid assessment and interventions to avoid an unnecessary emergency admission to an acute or community hospital. The service will work with people requiring support, in their own home utilising a person centred, strength and asset based approach.

Using the BCF as a catalyst for further integrated working, Shropshire council and partners are working to ensure people can remain in their homes for as long as possible using appropriate legislation and the Disabled Facility Grant (under a duty to award mandatory Disabled Facilities Grants (DFGs) in accordance with the Housing Grants, Construction and Regeneration Act 1996) for aids, adaptations and technology.

The Regulatory Reform (Housing Assistance) Order 2002, introduced a new, wider discretionary power to allow local authorities to provide a range of financial and other assistance for repairs, improvements and adaptations. The intention is to allow greater flexibility and discretion in delivering housing renewal.

It is a Shropshire priority to ensure that people with a disability are supported to maximise their independence within the community. It is important that at the earliest stage, after contacting Shropshire Council for assistance, that individuals are engaged in discussions around how best both their short and longer-term needs can be met. Several key partners may be able to assist with this process eg, Shropshire Council’s Private Sector Housing Grants Officers and Home Improvement Service, Occupational Therapists and Social Workers as well as Registered Social Landlords, Private Landlords and Shropshire Disability Network.

Equipment and Minor Adaptations

The provision of equipment or minor adaptations e.g. grab rails can often assist disabled people in meeting their needs.

Moving to more suitable accommodation

Shropshire Council works closely with partners with the aim of optimising the opportunities for re-housing people with disabilities in properties which either have appropriate adaptations in place which meet the individuals housing need or can be easily adapted to meet that need. A relocation grant can be available for this purpose.

Adaptations

If equipment or relocation are not a suitable option, it may be appropriate to consider the possibility of carrying out adaptations to an existing home.

Shropshire Council may provide the following discretionary assistance:

- Relocation Grant
- Major Equipment Grant (MEG)
- Discretionary Adaptation Funding Assistance
- Discretionary Emergency Funding Assistance

Tenants of Registered Social Landlords (i.e. Housing Associations) should contact their landlord in the first instance so that the landlord can consider funding the work themselves.

Shropshire Council works in partnership with Housing Associations in the area and funding equivalent to a Disabled Facilities Grant may be provided through alternative mechanisms.

Technology

The DFG is supporting community based and technology enabled programmes to keep people independent in their communities for longer.

These projects explore different delivery models for existing telecare provision, as well as seeing how the latest consumer technology can be used or repurposed as Technology Enabled Care. Currently there are 3 such projects underway:

- Hospital Discharge Telecare Pilot
- The Broseley Project
- Beech Gardens Step-Down Beds

C) System level alignment, for example this may include (but is not limited to):	
- How the BCF plan and other plans align to the wider integration landscape, such as STP/ICS plans	
- A brief description of joint governance arrangements for the BCF plan	
Remaining Word Limit:	436

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The BCF and the 8 High Impact Change Model provides a framework and an impetus for the system to work collaboratively on transfers of care. The BCF schemes along with a number of schemes in the iBCF and winter pressures has ensured our improved and stable DTOC metrics. Additionally, as this system has one NHS acute provider, one NHS community provider and one NHS mental health provider, we work as one system across Shropshire and Telford and Wrekin, to deliver the 8 High Impact Change Model, which is governed through the system A&E Delivery Group/ Board and for Shropshire the Joint Commissioning Group.

Early discharge planning is supported through Frailty at the Front door (Care Closer to Home Phase 1), Red2Green, EDDs are in place within 48 hours with 75% achievement rate of date set, and utilisation of Criteria led discharge.

The Shropshire Integrated Community Service continues to provide a locality based health and social care, community and voluntary sector integrated team with responsibility to facilitate discharge from an in-patient bed.

Key service aims are:

- Develop and deliver services that offer a robust, effective alternative to bed based rehabilita-tion and enablement.
- To maintain people in their home when they experience an acute exacerbation of a long term condition or a rapid deterioration in health or wellbeing to avoid an unnecessary emergency admission to an acute or community hospital.
- Simplify and rationalise the range and pattern of intermediate care services to reduce com-plexity and fragmentation so they are more consistent in both their quality and the services of-fered.
- Deliver the best, outcome-based, efficient, integrated health and social care pathways based on the needs of patients and carers for intermediate care services routed within a mixed econ-omy, including the community and voluntary sector.
- Develop the capability to harness the power of the wider community to support people in their own homes.

- To deliver the optimum skill mix which ensures that the response provided to the patient is ap-propriate and proportionate to the assessed needs.

Systems to monitor patient flow will move to mature by the end of the year and include step down beds, additional bed capacity in the appropriate pathways through the iBCF and winter pressures, embedding IDTs and the development of the out of hospital models of working support this requirement.

Fact Find Assessments (FFAs) are fully implemented and used jointly. In addition to ICS, multidisciplinary teams are being developed through Phases 1 and 2 of Care Closer to Home and going forward through phase 3. Close working with the voluntary and Community Sector and the independent sector provide additional capacity in the system and are supported by the iBCF and winter pressures. Seven day services are being delivered through primary care, discharge teams, independent assessor roles, social care, care providers and brokerage. New service specifications and contracting are ensuring 7 day services where possible.

Additionally, the iBCF and winter pressures are used to develop schemes to ensure people are supported in their homes as much as possible. These schemes can be seen as both admission avoidance and supporting transfers of care and in include 2 Carers in a Car, Carers information hub, expansion of START (to ensure that Home First is the preferred pathway), additional discharge beds, brokerage, and working with the Red Cross.

This grant funding is also supporting the Trusted Assessor programme. Trusted assessors employed by Shropshire Community Trust support care homes, the acute and ambulance services to ensure good patient flow and improved outcomes for people in care homes. The Trusted Assessor team are also delivering the Red Bag programme – which is being rolled out in phases.

Additional work is underway as a system to support care homes. The Care Home Advance Scheme in Shropshire aligns GP practices to care home settings and ensures that patients get the care planning that they need. The aim is to reduce hospital admissions and allow people to return home as soon as possible.

Health Inequalities

The BCF aligns with system work on improving health inequalities. The government publication, Place based approaches to health inequalities demonstrates causes of health inequalities and provides a map for strategic planners to consider how the system can work toward reducing inequalities through

## Better Care Fund 2019/20 Template

### 5. Income

Selected Health and Wellbeing Board:

Shropshire

Local Authority Contribution	
Disabled Facilities Grant (DFG)	Gross Contribution
Shropshire	£3,209,291
DFG breakdown for two-tier areas only (where applicable)	
<b>Total Minimum LA Contribution (exc iBCF)</b>	<b>£3,209,291</b>

iBCF Contribution	Contribution
Shropshire	£10,120,779
<b>Total iBCF Contribution</b>	<b>£10,120,779</b>

Winter Pressures Grant	Contribution
Shropshire	£1,393,823
<b>Total Winter Pressures Grant Contribution</b>	<b>£1,393,823</b>

Are any additional LA Contributions being made in 2019/20? If yes, please detail below	Yes
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Local Authority Additional Contribution	Contribution	Comments - please use this box clarify any specific uses or sources of funding
Shropshire	£1,942,999	To include full BCF scheme values
Shropshire	£2,689,134	Use of unspent iBCF grant carried forward from
<b>Total Additional Local Authority Contribution</b>	<b>£4,632,133</b>	

CCG Minimum Contribution	Contribution
NHS Shropshire CCG	£20,937,207
<b>Total Minimum CCG Contribution</b>	<b>£20,937,207</b>

Are any additional CCG Contributions being made in 2019/20? If yes, please detail below	Yes
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Additional CCG Contribution	Contribution	Comments - please use this box clarify any specific uses or sources of funding
NHS Shropshire CCG	£681,095	RNF contribution to LA is above required value, to
<b>Total Addition CCG Contribution</b>	<b>£681,095</b>	
<b>Total CCG Contribution</b>	<b>£21,618,302</b>	

	2019/20
<b>Total BCF Pooled Budget</b>	<b>£40,974,328</b>

<b>Funding Contributions Comments</b> Optional for any useful detail e.g. Carry over	
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Better Care Fund 2019/20 Template

6. Expenditure

Selected Health and Wellbeing Board: Shropshire

<< Link to summary sheet

Running Balances	Income	Expenditure	Balance
DFG	£3,209,291	£3,209,291	£0
Minimum CCG Contribution	£20,937,207	£20,937,207	£0
iBCF	£10,120,779	£10,120,779	£0
Winter Pressures Grant	£1,393,823	£1,393,823	£0
Additional LA Contribution	£4,632,133	£4,632,133	£0
Additional CCG Contribution	£681,095	£681,095	£0
Total	£40,974,328	£40,974,328	£0

Required Spend	Minimum Required Spend	Planned Spend	Under Spend
NHS Commissioned Out of Hospital spend from the minimum CCG allocation	£5,949,760	£13,389,000	£0
Adult Social Care services spend from the minimum CCG allocations	£7,637,054	£8,993,071	£0

Link to Scheme Type description						Planned Outputs		Metric Impact				Expenditure									
Scheme ID	Scheme Name	Brief Description of Scheme	Scheme Type	Sub Types	Please specify if 'Scheme Type' is 'Other'	Planned Output Unit	Planned Output Estimate	NEA	DTOC	RES	REA	Area of Spend	Please specify if 'Area of Spend' is 'other'	Commissioner	% NHS (if Joint Commissioner)	% LA (if Joint Commissioner)	Provider	Source of Funding	Expenditure (£)	New/ Existing Scheme	
1	Hospital Discharge - Short Term Spot Purchasing	Hospital discharge reablement service	Home Care or Domiciliary Care			Packages	1,321.0	Medium	High	Medium	High	Social Care		LA			Private Sector	Minimum CCG Contribution	£1,242,690	Existing	
2	Hospital Discharge - START	Hospital discharge reablement service	Home Care or Domiciliary Care			Packages	667.0	High	High	High	High	Social Care		LA			Local Authority	Minimum CCG Contribution	£1,338,120	Existing	
3	Integrated Community Service	Hospital interface social work teams	Integrated Care Planning and Navigation	Care Coordination				Medium	High	High	High	Social Care		LA			Local Authority	Minimum CCG Contribution	£1,339,135	Existing	
4	Carers Support	Provision of services that respond to the needs of carers, offering peace of	Carers Services	Carer Advice and Support				Medium	Medium	Medium	Medium	Social Care		LA			Charity / Voluntary Sector	Minimum CCG Contribution	£257,166	Existing	
5	Occupational Therapists	Occupational therapy assessments and reviews	Prevention / Early Intervention	Other	Assessments resulting in provision of			Medium	Medium	Medium	Medium	Social Care		LA			Local Authority	Minimum CCG Contribution	£895,307	New	
6	Joint Training Co-ordinators / Building	Joint training provided to social care and CCG colleagues on, for	Enablers for Integration	Joined-up regulatory approaches				Low	Low	Low	Low	Social Care		LA			Local Authority	Minimum CCG Contribution	£75,457	New	
7	Mental Health (Enable)	Supported employment services	Prevention / Early Intervention	Other	Support to adults with mental health			Low	Not applicable	Low	Low	Mental Health		LA			Local Authority	Minimum CCG Contribution	£54,000	Existing	
8	Prevention and Advice	Adult social care prevention and advice contracts and grants	Prevention / Early Intervention	Other	Grants to, and contracts with, charity and v			Low	Low	Medium	Low	Social Care		LA			Charity / Voluntary Sector	Minimum CCG Contribution	£1,591,906	Existing	
9	EnHance - Early Help (Children & Families)	Early help interventions for children and young people	Prevention / Early Intervention	Other					Not applicable	Not applicable	Not applicable	Not applicable	Social Care		LA			Charity / Voluntary Sector	Minimum CCG Contribution	£94,885	Existing
10	CAMHS	Support services to children and young people who have	Prevention / Early Intervention	Other	Specialist mental health support to			Not applicable	Not applicable	Not applicable	Not applicable	Mental Health		LA			NHS Mental Health Provider	Minimum CCG Contribution	£161,870	New	
11	Autism Support (AWM) (Children & Families)	Support to families and carers of autistic children	Prevention / Early Intervention	Other	Information provision, family outreach			Not applicable	Not applicable	Not applicable	Not applicable	Social Care		LA			Charity / Voluntary Sector	Minimum CCG Contribution	£47,671	Existing	
12	Occupational Therapists	Occupational therapy assessments and reviews	Prevention / Early Intervention	Other	Assessments resulting in provision of			Medium	Medium	Medium	Medium	Social Care		LA			Local Authority	Additional LA Contribution	£90,073	New	
13	Joint Training Co-ordinators / Building	Joint training provided to social care and CCG colleagues on, for	Enablers for Integration	Joined-up regulatory approaches				Low	Low	Low	Low	Social Care		LA			Local Authority	Additional LA Contribution	£447,353	New	
14	Mental Health (Enable)	Supported employment services	Prevention / Early Intervention	Other	Support to adults with mental health			Low	Not applicable	Low	Low	Mental Health		LA			Local Authority	Additional LA Contribution	£416,830	Existing	

15	Let's Talk Local	Local appointments to discuss care needs with social care practitioners	Community Based Schemes					Low	Not applicable	Low	Not applicable	Social Care		LA			Local Authority	Additional LA Contribution	£63,723	Existing
16	Social Prescribing	Information and support to people wanting to change their lifestyle by	Prevention / Early Intervention	Social Prescribing				Medium	Not applicable	Low	Not applicable	Other	Public Health	LA			Local Authority	Additional LA Contribution	£925,020	New
17	Disabled Facilities	Grants to people with disabilities in order to provide adaptations to	DFG Related Schemes	Adaptations				Medium	Low	Medium	Low	Social Care		LA			Local Authority	DFG	£3,209,291	Existing
47	Adult Social Care Spot Purchasing	Increased demographic pressure - Increased number, complexity and	Residential Placements	Care Home		Placements	189.0	Medium	Medium	Not applicable	Not applicable	Social Care		LA			Private Sector	iBCF	£8,653,519	Existing
18	Equipment Store	Equipment for Patients	Assistive Technologies and Equipment	Telecare				Medium	Medium	Medium	Medium	Social Care		CCG			NHS Community Provider	Minimum CCG Contribution	£1,613,090	Existing
19	Dementia Investment	Alzheimers Society - PSG & Cafes	Prevention / Early Intervention	Risk Stratification				Medium	Low	Medium	Low	Mental Health		CCG			Charity / Voluntary Sector	Minimum CCG Contribution	£60,000	Existing
20	Dementia Contract	Alzheimers Society - PSG & Cafes	Prevention / Early Intervention	Risk Stratification				Medium	Low	Medium	Low	Mental Health		CCG			Charity / Voluntary Sector	Minimum CCG Contribution	£91,469	Existing
21	High Demand Cohort / High Intensity User	SCCG Employee Costs	Prevention / Early Intervention	Risk Stratification				High	Low	Low	Low	Other	Programme Management	CCG			CCG	Minimum CCG Contribution	£69,762	Existing
22	Community & Care Co Ordinators	GP Practice recharge, re Community Support	Prevention / Early Intervention	Social Prescribing				Medium	Low	Medium	Medium	Primary Care		CCG			NHS Community Provider	Minimum CCG Contribution	£369,597	Existing
23	Mental Health Crisis Care (Midlands)	Crisis support MPFT	Enablers for Integration	Joined-up regulatory approaches				High	Medium	Medium	Low	Mental Health		CCG			NHS Mental Health Provider	Minimum CCG Contribution	£649,175	Existing
24	Design's in MIND mental health support	Crisis Support VCSE	Prevention / Early Intervention	Social Prescribing				High	Medium	Low	Low	Mental Health		CCG			Charity / Voluntary Sector	Minimum CCG Contribution	£105,000	Existing
25	Mental Health Support	Shropshire Mind Charges	Prevention / Early Intervention	Social Prescribing				High	Medium	Low	Low	Mental Health		CCG			Charity / Voluntary Sector	Minimum CCG Contribution	£40,000	Existing
26	Jointly Funded Placements / Continuing Care	Continuing Healthcare	Enablers for Integration	Integrated models of provision				Low	High	Medium	Low	Community Health		CCG			Local Authority	Minimum CCG Contribution	£3,537,140	Existing
27	BCF Co ordinator	SCCG Employee Costs	Enablers for Integration	Joined-up regulatory approaches				Low	Low	Low	Low	Other	Programme Management	CCG			CCG	Minimum CCG Contribution	£46,800	Existing
28	Dementia Commissioner	SCCG Employee Costs	Enablers for Integration	Joined-up regulatory approaches				Medium	Low	Medium	Low	Community Health		CCG			CCG	Minimum CCG Contribution	£46,800	Existing
29	Rehab & Reablement Commissioner	SCCG Employee Costs	Enablers for Integration	Integrated workforce				High	Low	Medium	Medium	Social Care		CCG			CCG	Minimum CCG Contribution	£35,494	Existing
30	Care Home Advance Scheme	GP Care Home visits	Community Based Schemes					Medium	Low	Low	Low	Community Health		CCG			NHS Community Provider	Minimum CCG Contribution	£230,000	Existing
31	Integrated Community Service - Shrop	Integrated Community Service - therapy and nursing	Integrated Care Planning and Navigation	Care Coordination				Medium	High	High	High	Community Health		CCG			NHS Community Provider	Minimum CCG Contribution	£598,296	Existing
32	ICS Pay Performance (transition)	Integrated Community Service - packages of care	Intermediate Care Services	Reablement/Rehabilitation Services		Packages	1.0	Medium	High	High	High	Community Health		CCG			NHS Community Provider	Minimum CCG Contribution	£1,195,004	Existing
33	Mental Health, Crisis Accom - Oak Paddock etc	Bed Provision	Intermediate Care Services	Rapid / Crisis Response				High	Low	Low	Low	Mental Health		CCG			Private Sector	Minimum CCG Contribution	£526,040	Existing
34	Hope House Respite	Bed Provision	Integrated Care Planning and Navigation	Other	supports end of life and ltc			High	Low	Medium	Medium	Community Health		CCG			Charity / Voluntary Sector	Minimum CCG Contribution	£158,000	Existing
35	Rehabilitation beds - Abbey Foregate / Isle	Bed Provision	Intermediate Care Services	Bed Based - Step Up/Down		No. of beds	1.0	Low	High	Medium	Medium	Social Care		CCG			Private Sector	Minimum CCG Contribution	£397,412	Existing
36	End of Life	End of Life Provision	Intermediate Care Services	Other	supports end of life	Placements	1.0	High	High	Low	Low	Continuing Care		CCG			Charity / Voluntary Sector	Minimum CCG Contribution	£90,000	Existing

37	Severn Hospice / End of Life Care	End of Life Provision	Intermediate Care Services	Bed Based - Step Up/Down		No. of beds	1.0	High	High	Low	Low	Continuing Care		CCG			Charity / Voluntary Sector	Minimum CCG Contribution	£1,423,447	Existing
38	Macmillan Nurses - End of Life Care	End of Life Provision	Intermediate Care Services	Rapid / Crisis Response				High	High	Low	Low	Continuing Care		CCG			Charity / Voluntary Sector	Minimum CCG Contribution	£275,012	Existing
39	Marie Curie - End of Life Care	End of Life Provision	Intermediate Care Services	Rapid / Crisis Response				High	High	Low	Low	Continuing Care		CCG			Charity / Voluntary Sector	Minimum CCG Contribution	£101,182	Existing
40	Mental Health Crisis accom - Willows	Bed Provision	Intermediate Care Services	Reablement/Rehabilitation Services		Placements	1.0	High	Low	Low	Low	Mental Health		CCG			Private Sector	Minimum CCG Contribution	£200,094	Existing
41	Hospice at Home Service (Severn Hospice)	End of Life Provision	Personalised Care at Home			Placements	1.0	High	High	Low	Low	Continuing Care		CCG			Charity / Voluntary Sector	Minimum CCG Contribution	£266,743	Existing
42	ICS / Age UK Home from Hospital North	VCSE support	Personalised Care at Home			Hours of Care	1.0	Medium	High	Low	Medium	Social Care		CCG			Charity / Voluntary Sector	Minimum CCG Contribution	£29,316	Existing
43	ICS / Age UK Home from Hospital South	VCSE support	Personalised Care at Home			Hours of Care	1.0	Medium	High	Low	Medium	Social Care		CCG			Charity / Voluntary Sector	Minimum CCG Contribution	£35,422	Existing
44	Admissions Avoidance	Community based admissions avoidance scheme, Shrop Council	Community Based Schemes					High	Low	Medium	Medium	Community Health		CCG			NHS Community Provider	Minimum CCG Contribution	£576,000	New
45	Care Closer To Home	Case management and risk stratification	Community Based Schemes					High	Low	Medium	Medium	Community Health		CCG			NHS Community Provider	Minimum CCG Contribution	£622,705	New
46	Frailty Team - SATH	Support for Elderly	Integrated Care Planning and Navigation	Care Planning, Assessment and Review				High	Medium	Medium	Medium	Acute		CCG			NHS Acute Provider	Minimum CCG Contribution	£450,000	New
48	Increased number of FTE Social Workers in	Generating savings through reviews	Other		Additional social care staff			Not applicable	Not applicable	Medium	Not applicable	Social Care		LA			Local Authority	iBCF	£168,805	Existing
49	2 Carers in a Car	To support people at home and reduce admission into	Home Care or Domiciliary Care			Hours of Care	35,040.0	High	Not applicable	Medium	Medium	Social Care		LA			Private Sector	Additional LA Contribution	£733,805	Existing
50	Brokerage - Additional Hours	Brokerage team working weekends to reduce delays in care provision	HICM for Managing Transfer of Care	Chg 5. Seven-Day Services				Medium	High	Low	Low	Social Care		LA			Local Authority	iBCF	£30,135	Existing
51	Dedicated CHC Social Workers	Additional social workers to facilitate CHC assessments	Integrated Care Planning and Navigation	Care Coordination				Low	Medium	Not applicable	Not applicable	Social Care		LA			Local Authority	iBCF	£68,497	Existing
52	Additional Rehab OT	To promote single handed care	Assistive Technologies and Equipment	Community Based Equipment				Low	Low	Medium	High	Social Care		LA			Local Authority	iBCF	£36,766	Existing
53	Additional Mental Health Social Workers	To increase mental health prevention work	Prevention / Early Intervention	Other	Prevention of escalation of need			Medium	Not applicable	Medium	Low	Mental Health		LA			Local Authority	iBCF	£216,732	Existing
54	"Different Conversations" & Review of	Action learning groups run by independent trainers	Prevention / Early Intervention	Other	Learning groups			Not applicable	Not applicable	Not applicable	Not applicable	Social Care		LA			Private Sector	iBCF	£3,270	Existing
55	Wild Teams	Funding support to team in order to carry out preventative work	Prevention / Early Intervention	Other	Outdoor activities building			Low	Not applicable	Low	Low	Social Care		LA			Local Authority	iBCF	£34,800	New
56	Citizens Advice Advocacy	Contribution for advocacy support	Care Act Implementation Related Duties	Other	Advocacy support			Not applicable	Not applicable	Not applicable	Not applicable	Social Care		LA			Charity / Voluntary Sector	iBCF	£5,000	New
57	Additional D2A Bed Capacity	Additional beds to reduce delays in care provision	HICM for Managing Transfer of Care	Chg 4. Home First / Discharge to Access				Low	High	Medium	Medium	Social Care		LA			Private Sector	Additional LA Contribution	£708,071	Existing
58	Rapid Response START Team	To reduce delays in reablement	Intermediate Care Services	Reablement/Rehabilitation Services		Packages	205.0	High	High	High	High	Social Care		LA			Local Authority	iBCF	£401,629	Existing
59	Additional Social Work Capacity in Intermediate Care	Additional social workers	Intermediate Care Services	Rapid / Crisis Response				Medium	Medium	Medium	Medium	Social Care		LA			Local Authority	Additional LA Contribution	£576,007	Existing
60	S117 Discharge Liaison Workers	To improve early discharge planning at Redwoods Centre	HICM for Managing Transfer of Care	Chg 3. Multi-Disciplinary/Multi-Agency Discharge				Not applicable	High	Low	Low	Mental Health		LA			Local Authority	Additional LA Contribution	£125,750	Existing



[illegible]









[illegible]








[^^ Link back up](#)

<u>Scheme Type</u>	<u>Description</u>	<u>Sub Type</u>
Assistive Technologies and Equipment	Using technology in care processes to supportive self-management, maintenance of independence and more efficient and effective delivery of care. (eg. Telecare, Wellness services, Digital participation services).	Telecare Wellness Services Digital Participation Services Community Based Equipment Other
Care Act Implementation Related Duties	Funding planned towards the implementation of Care Act related duties.	Deprivation of Liberty Safeguards (DoLS) Other
Carers Services	Supporting people to sustain their role as carers and reduce the likelihood of crisis. Advice, advocacy, information, assessment, emotional and physical support, training, access to services to support wellbeing and improve independence. This also includes the implementation of the Care Act as a sub-type.	Carer Advice and Support Respite Services Other
Community Based Schemes	Schemes that are based in the community and constitute a range of cross sector practitioners delivering collaborative services in the community typically at a neighbourhood level (eg: Integrated Neighbourhood Teams)	
DFG Related Schemes	The DFG is a means-tested capital grant to help meet the costs of adapting a property; supporting people to stay independent in their own homes.	Adaptations Other

Enablers for Integration	Schemes that build and develop the enabling foundations of health and social care integration encompassing a wide range of potential areas including technology, workforce, market development (Voluntary Sector Business Development: Funding the business development and preparedness of local voluntary sector into provider Alliances/ Collaboratives) and programme management related schemes. Joint commissioning infrastructure includes any personnel or teams that enable joint commissioning. Schemes could be focused on Data Integration, System IT Interoperability, Programme management, Research and evaluation, Supporting the Care Market, Workforce development, Community asset mapping, New governance arrangements, Voluntary Sector Development, Employment services, Joint commissioning infrastructure amongst others.	
High Impact Change Model for Managing Transfer of Care	The eight changes or approaches identified as having a high impact on supporting timely and effective discharge through joint working across the social and health system. The Hospital to Home Transfer Protocol or the 'Red Bag' scheme, while not in the HICM as such, is included in this section.	Chg 1. Early Discharge Planning Chg 2. Systems to Monitor Patient Flow Chg 3. Multi-Disciplinary/Multi-Agency Discharge Teams Chg 4. Home First / Discharge to Access Chg 5. Seven-Day Services Chg 6. Trusted Assessors Chg 7. Focus on Choice Chg 8. Enhancing Health in Care Homes Other - 'Red Bag' scheme Other approaches
Home Care or Domiciliary Care	A range of services that aim to help people live in their own homes through the provision of domiciliary care including personal care, domestic tasks, shopping, home maintenance and social activities. Home care can link with other services in the community, such as supported housing, community health services and voluntary sector services.	
Housing Related Schemes	This covers expenditure on housing and housing-related services other than adaptations; eg: supported housing units.	

Integrated Care Planning and Navigation	<p>Care navigation services help people find their way to appropriate services and support and consequently support self-management. Also, the assistance offered to people in navigating through the complex health and social care systems (across primary care, community and voluntary services and social care) to overcome barriers in accessing the most appropriate care and support. Multi-agency teams typically provide these services which can be online or face to face care navigators for frail elderly, or dementia navigators etc. This includes approaches like Single Point of Access (SPoA) and linking people to community assets.</p> <p>Integrated care planning constitutes a co-ordinated, person centred and proactive case management approach to conduct joint assessments of care needs and develop integrated care plans typically carried out by professionals as part of a multi-disciplinary, multi-agency teams.</p> <p>Note: For Multi-Disciplinary Discharge Teams and the HICM for managing discharges, please select HICM as scheme type and the relevant sub-type. Where the planned unit of care delivery and funding is in the form of Integrated care packages and needs to be expressed in such a manner, please select the appropriate sub-type alongside.</p>	<p>Care Coordination</p> <p>Single Point of Access</p> <p>Care Planning, Assessment and Review</p> <p>Other</p>
Intermediate Care Services	<p>Short-term intervention to preserve the independence of people who might otherwise face unnecessarily prolonged hospital stays or avoidable admission to hospital or residential care. The care is person-centred and often delivered by a combination of professional groups. Four service models of intermediate care are: bed-based intermediate care, crisis or rapid response (including falls), home-based intermediate care, and reablement or rehabilitation. Home-based intermediate care is covered in Scheme-A and the other three models are available on the sub-types.</p>	<p>Bed Based - Step Up/Down</p> <p>Rapid / Crisis Response</p> <p>Reablement/Rehabilitation Services</p> <p>Other</p>

Personalised Budgeting and Commissioning	Various person centred approaches to commissioning and budgeting.	Personal Health Budgets Integrated Personalised Commissioning Direct Payments Other
Personalised Care at Home	Schemes specifically designed to ensure that a person can continue to live at home, through the provision of health related support at home often complemented with support for home care needs or mental health needs. This could include promoting self-management/expert patient, establishment of ‘home ward’ for intensive period or to deliver support over the longer term to maintain independence or offer end of life care for people. Intermediate care services provide shorter term support and care interventions as opposed to the ongoing support provided in this scheme type.	
Prevention / Early Intervention	Services or schemes where the population or identified high-risk groups are empowered and activated to live well in the holistic sense thereby helping prevent people from entering the care system in the first place. These are essentially upstream prevention initiatives to promote independence and well being.	Social Prescribing Risk Stratification Choice Policy Other
Residential Placements	Residential placements provide accommodation for people with learning or physical disabilities, mental health difficulties or with sight or hearing loss, who need more intensive or specialised support than can be provided at home.	Supported Living Learning Disability Extra Care Care Home Nursing Home Other
Other	Where the scheme is not adequately represented by the above scheme types, please outline the objectives and services planned for the scheme in a short description in the comments column.	

## Better Care Fund 2019/20 Template

### 7. High Impact Change Model

Selected Health and Wellbeing Board:

Shropshire

**Explain your priorities for embedding elements of the High Impact Change Model for Managing Transfers of Care locally, including:**

- Current performance issues to be addressed
- The changes that you are looking to embed further - including any changes in the context of commitments to reablement and Enhanced Health in Care Homes in the NHS Long-Term Plan
- Anticipated improvements from this work

Early discharge planning is supported through Frailty at the Front door (Care Closer to Home Phase 1), Red2Green, EDDs are in place within 48 hours with 75% achievement rate of date set, and utilisation of Criteria led discharge. The system is working to move from established to mature, however it is not anticipated by Q4 - additional work will be undertaken through primary care and the A&E Delivery Group to accelerate this work.

The Shropshire Integrated Community Service continues to provide a locality based health and social care, community and voluntary sector integrated team with responsibility to facilitate discharge from an in-patient bed.

Systems to monitor patient flow will move to mature by the end of the year and include step down beds, additional bed capacity in the appropriate pathways through the iBCF and winter pressures, embedding IDTs and the development of the out of hospital models of working support this requirement.

Fact Find Assessments (FFAs) are fully implemented and used jointly. In addition to ICS, multidisciplinary teams are being developed through Phases 1 and 2 of Care Closer to Home and going forward through phase 3. Close working with the voluntary and Community Sector and the independent sector provide additional capacity in the system and are supported by the iBCF and winter pressures. Seven day services are being delivered through primary care, discharge teams, independent assessor roles, social care, care providers and brokerage. New service specifications and contracting are ensuring 7 day services where possible.

Trusted assessors employed by Shropshire Community Trust support care homes, the acute and ambulance services to ensure good patient flow and improved outcomes for people in care homes. The Trusted Assessor team are also delivering the Red Bag programme – which is being rolled out in phases.

Additional work is underway as a system to support care homes. The Care Home Advance Scheme in Shropshire aligns GP practices to care home settings and ensures that patients get the care planning that they need. The aim is to reduce hospital admissions and allow people to return home as soon as possible.

		Please enter current position of maturity	Please enter the maturity level planned to be reached by March 2020	If the planned maturity level for 2019/20 is below established, please state reasons behind that?
Chg 1	Early discharge planning	Established	Established	
Chg 2	Systems to monitor patient flow	Mature	Mature	
Chg 3	Multi-disciplinary/Multi-agency discharge teams	Mature	Mature	
Chg 4	Home first / discharge to assess	Mature	Mature	
Chg 5	Seven-day service	Established	Established	
Chg 6	Trusted assessors	Mature	Mature	
Chg 7	Focus on choice	Established	Mature	
Chg 8	Enhancing health in care homes	Established	Mature	

## Better Care Fund 2019/20 Template

### 8. Metrics

Selected Health and Wellbeing Board:

Shropshire

#### 8.1 Non-Elective Admissions

	19/20 Plan	Overview Narrative
Total number of specific acute non-elective spells per 100,000 population	<b>Collection of the NEA metric plans via this template is not required</b> as the BCF NEA metric plans are based on the NEA CCG Operating plans submitted via SDCS.	Admission Avoidance schemes - Risk stratification and proactive/preventative Case Management through integrated health & social care case management teams working in hub buildings, delivering services to clusters of GP practices. The risk stratification process is a quarterly report produced by an electronic tool combining primary, secondary, and social care data to pick up patients who would be suitable for the multi-disciplinary, health and social care Case Management Team to review and actively case manage. GP's and other healthcare professionals will be able to refer into this service at any time. An additional admissions avoidance scheme that will be implemented for winter 19/20 will provide rapid assessment and interventions to avoid an unnecessary emergency admission to an acute or community hospital. The service will work with people requiring support, in their own home utilising a person centred, strength and asset based approach. Once stabilised, the patient will receive a comprehensive assessment of their needs and be supported to develop a time limited independence plan enabling individual and their carers to remain as independent as possible, for as long as possible. The scheme is expected to reduce NEA over the winter months, and will be evaluated for effectiveness.

Please set out the overall plan in the HWB area for reducing Non-Elective Admissions, including any assessment of how the schemes and enabling activity for Health and Social Care Integration are expected to impact on the metric.

Plans are yet to be finalised and signed-off so are subject to change; **for the latest version of the NEA CCG operating plans at your HWB footprint please contact your local Better Care Manager (BCM)** in the first instance or write in to the support inbox:  
ENGLAND.bettercaresupport@nhs.net

#### 8.2 Delayed Transfers of Care

19/20 Plan	Overview Narrative
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Delayed Transfers of Care per day (daily delays) from hospital (aged 18+)	17.0	<p>The BCF and the 8 High Impact Change Model provides a framework and an impetus for the system to work collaboratively on transfers of care. The BCF schemes along with a number of schemes in the iBCF and winter pressures have ensured our improved and stable DTOC metrics. The grant funding is used to develop schemes to ensure people are supported in their homes as much as possible. These schemes can be seen as both admission avoidance and supporting transfers of care and in include 2 Carers in a Car, Carers information hub, expansion of START (to ensure that Home First is the preferred pathway), additional discharge beds, brokerage, and working with the Red Cross.</p>	<p>Please set out the overall plan in the HWB area for reducing Delayed Transfers of Care to meet expectations set for your area. This should include any assessment of how the schemes and enabling activity for Health and Social Care Integration are expected to impact on the metric. Include in this, your agreed plan for using the Winter Pressures grant funding to support the local health and care system to manage demand pressures on the NHS, with particular reference to seasonal winter pressures.</p>
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Please note that the plan figure for Greater Manchester has been combined, for HWBs in Greater Manchester please comment on individuals HWBs rather than Greater Manchester as a whole.  
Please note that due to the merger of Bournemouth, Christchurch and Poole to a new Local Authority will mean that planning information from 2018/19 will not reflect the present geographies.



### 8.3 Residential Admissions

		18/19 Plan	19/20 Plan	Comments
Long-term support needs of older people (age 65 and over) met by admission to residential and nursing care homes, per 100,000 population	Annual Rate	596	594	START is a very successful hospital discharge and admission avoidance reablement service. The service works alongside the ICS service and aims to provide personal care and support to all Shropshire Council residents aged 18 and over who have been assessed as requiring short term support to help them regain the level of independence they had before they became unwell, or to achieve their personal new level of independence. The team supports a large number of people back to independence with no need for any ongoing formal services. START reduces the number of who go on to need long term formal support at the end of the 6 week reablement period. Hospital readmission numbers for individuals being supported by START is very low.
	Numerator	464	470	
	Denominator	77,788	79,097	

Please set out the overall plan in the HWB area for reducing rates of admission to residential and nursing homes for people over the age of 65, including any assessment of how the schemes and enabling activity for Health and Social Care Integration are expected to impact on the metric.

Long-term support needs of older people (age 65 and over) met by admission to residential and nursing care homes, per 100,000 population (aged 65+) population projections are based on a calendar year using the 2016 based Sub-National Population Projections for Local Authorities in England;

Please note that due to the merger of the Bournemouth, Christchurch and Poole Local Authorities, this will mean that planning information from 2018/19 will not reflect the present geographies.

### 8.4 Reablement

		18/19 Plan	19/20 Plan	Comments
Proportion of older people (65 and over) who were still at home 91 days after discharge from hospital into reablement / rehabilitation services	Annual (%)	82.0%	82.0%	This percentage is about 94% when you don't count people who have died. Therefore, given the age of our population, we proposed to keep this at 82% for this year. Combination of the schemes described throughout this plan including: - ICS and START - Care closer to home - Use of the Disabled Facilities Grant (DFG) - Assistive technology
	Numerator	1,584	1584	
	Denominator	1,932	1932	

Please set out the overall plan in the HWB area for increasing the proportion of older people who are still at home 91 days after discharge from hospital into reablement/rehabilitation, including any assessment of how the schemes and enabling activity for Health and Social Care Integration are expected to impact on the metric.

Please note that due to the merger of the Bournemouth, Christchurch and Poole Local Authorities, this will mean that planning information from 2018/19 will not reflect the present geographies.



**Better Care Fund 2019/20 Template**

**9. Confirmation of Planning Requirements**

Selected Health and Wellbeing Board:

Shropshire

Theme	Code	Planning Requirement	Key considerations for meeting the planning requirement These are the Key Lines of Enquiry (KLOEs) underpinning the Planning Requirements (PR)	Please confirm whether your BCF plan meets the Planning Requirement?	Please note any supporting documents referred to and relevant page numbers to assist the assurers	Where the Planning requirement is not met, please note the actions in place towards meeting the requirement	Where the Planning requirement is not met, please note the anticipated timeframe for meeting it
NC1: Jointly agreed plan	PR1	A jointly developed and agreed plan that all parties sign up to	Has a plan; jointly developed and agreed between CCG(s) and LA; been submitted? Has the HWB approved the plan/delegated approval pending its next meeting? Have local partners, including providers, VCS representatives and local authority service leads (including housing and DFG leads) been involved in the development of the plan? Do the governance arrangements described support collaboration and integrated care? Where the strategic narrative section of the plan has been agreed across more than one HWB, have individual income, expenditure, metric and HICM sections of the plan been submitted for each HWB concerned?	Yes	Plan will be formally approved at the November HWBB. The Joint Commissioning Group has been given delegated authority. The Group has been guided by the section 75 Partnership agreement and the Joint Statement of Intent.		
	PR2	A clear narrative for the integration of health and social care	Is there a narrative plan for the HWB that describes the approach to delivering integrated health and social care that covers: - Person centred care, including approaches to delivering joint assessments, promoting choice, independence and personalised care? - A clear approach at HWB level for integrating services that supports the overall approach to integrated care and confirmation that the approach supports delivery at the interface between health and social care? - A description of how the local BCF plan and other integration plans e.g. STP/ICs align? - Is there a description of how the plan will contribute to reducing health inequalities (as per section 4 of the Health and Social Care Act) and to reduce inequalities for people with protected characteristics under the Equality Act 2010? This should include confirmation that equality impacts of the local BCF plan have been considered, a description of local priorities related to health inequality and equality that the BCF plan will contribute to addressing. Has the plan summarised any changes from the previous planning period? And noted (where appropriate) any lessons learnt?	Yes	supporting documents include: HWB Strategy, Section 75 P'ship agreement, Statement of Intent, NHS draft Long Term Plan		
	PR3	A strategic, joined up plan for DFG spending	Is there confirmation that use of DFG has been agreed with housing authorities? Does the narrative set out a strategic approach to using housing support, including use of DFG funding that supports independence at home. In two tier areas, has: - Agreement been reached on the amount of DFG funding to be passed to district councils to cover statutory Disabled Facilities Grants? or - The funding been passed in its entirety to district councils?	Yes			
NC2: Social Care Maintenance	PR4	A demonstration of how the area will maintain the level of spending on social care services from the CCG minimum contribution to the fund in line with the uplift in the overall contribution	Does the total spend from the CCG minimum contribution on social care match or exceed the minimum required contribution (auto-validated on the planning template)?	Yes			
NC3: NHS commissioned Out of Hospital Services	PR5	Has the area committed to spend at equal to or above the minimum allocation for NHS commissioned out of hospital services from the CCG minimum BCF contribution?	Does the total spend from the CCG minimum contribution on non-acute, NHS commissioned care exceed the minimum ringfence (auto-validated on the planning template)?	Yes			
NC4: Implementation of the High Impact Change Model for Managing Transfers of Care	PR6	Is there a plan for implementing the High Impact Change Model for managing transfers of care?	Does the BCF plan demonstrate a continued plan in place for implementing the High Impact Change Model for Managing Transfers of Care? Has the area confirmed the current level of implementation and the planned level at March 2020 for all eight changes? Is there an accompanying overall narrative setting out the priorities and approach for ongoing implementation of the HICM? Does the level of ambition set out for implementing the HICM changes correspond to performance challenges in the system? If the current level of implementation is below established for any of the HICM changes, has the plan included a clear explanation and set of actions towards establishing the change as soon as possible in 2019-20?	Yes	8 High Impact Action Plan		

Agreed expenditure plan for all elements of the BCF	PR7	Is there a confirmation that the components of the Better Care Fund pool that are earmarked for a purpose are being planned to be used for that purpose?	Have the planned schemes been assigned to the metrics they are aiming to make an impact on? Expenditure plans for each element of the BCF pool match the funding inputs? (auto-validated) Is there confirmation that the use of grant funding is in line with the relevant grant conditions? (tick-box) Is there an agreed plan for use of the Winter Pressures grant that sets out how the money will be used to address expected demand pressures on the Health system over Winter? <b>Has funding for the following from the CCG contribution been identified for the area?</b> - Implementation of Care Act duties? - Funding dedicated to carer-specific support? - Reablement?	Yes			
	PR8	Indication of outputs for specified scheme types	Has the area set out the outputs corresponding to the planned scheme types (Note that this is only for where any of the specified set of scheme types requiring outputs are planned)? (auto-validated)	Yes			
Metrics	PR9	Does the plan set stretching metrics and are there clear and ambitious plans for delivering these?	Is there a clear narrative for each metric describing the approach locally to meeting the ambition set for that metric? Is there a proportionate range of scheme types and spend included in the expenditure section of the plan to support delivery of the metric ambitions for each of the metrics? Do the narrative plans for each metric set out clear and ambitious approaches to delivering improvements? <b>Have stretching metrics been agreed locally for:</b> - Metric 2: Long term admission to residential and nursing care homes - Metric 3: Proportion of older people (65 and over) who were still at home 91 days after discharge from hospital into reablement	Yes			

## CCG to Health and Well-Being Board Mapping for 2019/20

HWB Code	LA Name	CCG Code	CCG Name	% CCG in HWB	% HWB in CCG
E09000002	Barking and Dagenham	07L	NHS Barking and Dagenham CCG	90.7%	87.4%
E09000002	Barking and Dagenham	08F	NHS Havering CCG	6.9%	8.3%
E09000002	Barking and Dagenham	08M	NHS Newham CCG	0.4%	0.6%
E09000002	Barking and Dagenham	08N	NHS Redbridge CCG	2.5%	3.5%
E09000002	Barking and Dagenham	08W	NHS Waltham Forest CCG	0.1%	0.1%
E09000003	Barnet	07M	NHS Barnet CCG	91.1%	92.1%
E09000003	Barnet	07P	NHS Brent CCG	2.0%	1.8%
E09000003	Barnet	07R	NHS Camden CCG	1.0%	0.7%
E09000003	Barnet	09A	NHS Central London (Westminster) CCG	0.2%	0.1%
E09000003	Barnet	07X	NHS Enfield CCG	3.0%	2.4%
E09000003	Barnet	08C	NHS Hammersmith and Fulham CCG	0.3%	0.2%
E09000003	Barnet	08D	NHS Haringey CCG	2.2%	1.6%
E09000003	Barnet	08E	NHS Harrow CCG	1.2%	0.8%
E09000003	Barnet	06N	NHS Herts Valleys CCG	0.0%	0.1%
E09000003	Barnet	08H	NHS Islington CCG	0.2%	0.1%
E09000003	Barnet	08Y	NHS West London (K&C & QPP) CCG	0.2%	0.1%
E08000016	Barnsley	02P	NHS Barnsley CCG	94.6%	98.1%
E08000016	Barnsley	02X	NHS Doncaster CCG	0.3%	0.4%
E08000016	Barnsley	03A	NHS Greater Huddersfield CCG	0.2%	0.2%
E08000016	Barnsley	03L	NHS Rotherham CCG	0.3%	0.3%
E08000016	Barnsley	03N	NHS Sheffield CCG	0.2%	0.4%
E08000016	Barnsley	03R	NHS Wakefield CCG	0.4%	0.6%
E06000022	Bath and North East Somerset	11E	NHS Bath and North East Somerset CCG	93.5%	98.3%
E06000022	Bath and North East Somerset	15C	NHS Bristol, North Somerset and South Gloucestershire CCG	0.2%	0.9%
E06000022	Bath and North East Somerset	11X	NHS Somerset CCG	0.2%	0.5%
E06000022	Bath and North East Somerset	99N	NHS Wiltshire CCG	0.1%	0.3%
E06000055	Bedford	06F	NHS Bedfordshire CCG	37.7%	97.4%
E06000055	Bedford	06H	NHS Cambridgeshire and Peterborough CCG	0.4%	1.9%
E06000055	Bedford	04G	NHS Nene CCG	0.2%	0.6%
E09000004	Bexley	07N	NHS Bexley CCG	93.4%	89.8%
E09000004	Bexley	07Q	NHS Bromley CCG	0.1%	0.1%
E09000004	Bexley	09J	NHS Dartford, Gravesham and Swanley CCG	1.4%	1.5%
E09000004	Bexley	08A	NHS Greenwich CCG	7.2%	8.4%
E09000004	Bexley	08L	NHS Lewisham CCG	0.1%	0.1%
E08000025	Birmingham	15E	NHS Birmingham and Solihull CCG	78.4%	81.7%
E08000025	Birmingham	05C	NHS Dudley CCG	0.2%	0.0%
E08000025	Birmingham	05J	NHS Redditch and Bromsgrove CCG	3.1%	0.4%
E08000025	Birmingham	05L	NHS Sandwell and West Birmingham CCG	39.2%	17.8%
E08000025	Birmingham	05Y	NHS Walsall CCG	0.5%	0.1%
E06000008	Blackburn with Darwen	00Q	NHS Blackburn with Darwen CCG	88.9%	95.8%
E06000008	Blackburn with Darwen	00T	NHS Bolton CCG	1.2%	2.3%
E06000008	Blackburn with Darwen	00V	NHS Bury CCG	0.2%	0.2%
E06000008	Blackburn with Darwen	01A	NHS East Lancashire CCG	0.7%	1.7%
E06000009	Blackpool	00R	NHS Blackpool CCG	86.4%	97.6%
E06000009	Blackpool	02M	NHS Fylde & Wyre CCG	2.1%	2.4%
E08000001	Bolton	00T	NHS Bolton CCG	97.3%	97.5%
E08000001	Bolton	00V	NHS Bury CCG	1.5%	1.0%
E08000001	Bolton	00X	NHS Chorley and South Ribble CCG	0.2%	0.1%
E08000001	Bolton	01G	NHS Salford CCG	0.6%	0.5%
E08000001	Bolton	02H	NHS Wigan Borough CCG	0.8%	0.9%
E06000058	Bournemouth, Christchurch and Poole	11J	NHS Dorset CCG	52.4%	99.7%
E06000058	Bournemouth, Christchurch and Poole	11A	NHS West Hampshire CCG	0.2%	0.3%
E06000036	Bracknell Forest	15A	NHS Berkshire West CCG	0.5%	2.0%
E06000036	Bracknell Forest	15D	NHS East Berkshire CCG	26.1%	96.9%
E06000036	Bracknell Forest	99M	NHS North East Hampshire and Farnham CCG	0.6%	1.0%
E06000036	Bracknell Forest	10C	NHS Surrey Heath CCG	0.2%	0.1%
E08000032	Bradford	02N	NHS Airedale, Wharfedale and Craven CCG	67.2%	18.4%
E08000032	Bradford	02W	NHS Bradford City CCG	98.9%	23.9%
E08000032	Bradford	02R	NHS Bradford Districts CCG	98.0%	56.3%
E08000032	Bradford	02T	NHS Calderdale CCG	0.2%	0.0%
E08000032	Bradford	15F	NHS Leeds CCG	0.9%	1.4%
E08000032	Bradford	03J	NHS North Kirklees CCG	0.2%	0.0%
E09000005	Brent	07M	NHS Barnet CCG	2.3%	2.4%
E09000005	Brent	07P	NHS Brent CCG	89.7%	86.4%
E09000005	Brent	07R	NHS Camden CCG	3.9%	2.8%
E09000005	Brent	09A	NHS Central London (Westminster) CCG	1.3%	0.7%
E09000005	Brent	07W	NHS Ealing CCG	0.5%	0.6%
E09000005	Brent	08C	NHS Hammersmith and Fulham CCG	0.6%	0.4%
E09000005	Brent	08E	NHS Harrow CCG	5.9%	4.0%
E09000005	Brent	08Y	NHS West London (K&C & QPP) CCG	4.3%	2.7%
E06000043	Brighton and Hove	09D	NHS Brighton and Hove CCG	97.9%	99.7%
E06000043	Brighton and Hove	09G	NHS Coastal West Sussex CCG	0.1%	0.2%
E06000043	Brighton and Hove	99K	NHS High Weald Lewes Havens CCG	0.3%	0.1%
E06000023	Bristol, City of	11E	NHS Bath and North East Somerset CCG	0.1%	0.0%
E06000023	Bristol, City of	15C	NHS Bristol, North Somerset and South Gloucestershire CCG	49.3%	100.0%
E09000006	Bromley	07N	NHS Bexley CCG	0.2%	0.1%
E09000006	Bromley	07Q	NHS Bromley CCG	94.6%	95.1%
E09000006	Bromley	07V	NHS Croydon CCG	1.2%	1.4%
E09000006	Bromley	08A	NHS Greenwich CCG	1.4%	1.2%
E09000006	Bromley	08C	NHS Hammersmith and Fulham CCG	0.1%	0.0%
E09000006	Bromley	08K	NHS Lambeth CCG	0.1%	0.2%
E09000006	Bromley	08L	NHS Lewisham CCG	1.9%	1.8%
E09000006	Bromley	99J	NHS West Kent CCG	0.1%	0.2%

E10000002	Buckinghamshire	06F	NHS Bedfordshire CCG	0.6%	0.5%
E10000002	Buckinghamshire	14Y	NHS Buckinghamshire CCG	94.4%	94.9%
E10000002	Buckinghamshire	15D	NHS East Berkshire CCG	1.4%	1.2%
E10000002	Buckinghamshire	06N	NHS Herts Valleys CCG	1.2%	1.4%
E10000002	Buckinghamshire	08G	NHS Hillingdon CCG	0.7%	0.4%
E10000002	Buckinghamshire	04F	NHS Milton Keynes CCG	1.3%	0.7%
E10000002	Buckinghamshire	04G	NHS Nene CCG	0.1%	0.2%
E10000002	Buckinghamshire	10Q	NHS Oxfordshire CCG	0.6%	0.7%
E08000002	Bury	00T	NHS Bolton CCG	0.8%	1.2%
E08000002	Bury	00V	NHS Bury CCG	94.0%	94.3%
E08000002	Bury	01A	NHS East Lancashire CCG	0.0%	0.2%
E08000002	Bury	01D	NHS Heywood, Middleton and Rochdale CCG	0.4%	0.5%
E08000002	Bury	14L	NHS Manchester CCG	0.6%	2.0%
E08000002	Bury	01G	NHS Salford CCG	1.4%	1.9%
E08000033	Calderdale	02R	NHS Bradford Districts CCG	0.4%	0.6%
E08000033	Calderdale	02T	NHS Calderdale CCG	98.4%	98.9%
E08000033	Calderdale	03A	NHS Greater Huddersfield CCG	0.3%	0.3%
E08000033	Calderdale	01D	NHS Heywood, Middleton and Rochdale CCG	0.1%	0.1%
E10000003	Cambridgeshire	06F	NHS Bedfordshire CCG	1.1%	0.7%
E10000003	Cambridgeshire	06H	NHS Cambridgeshire and Peterborough CCG	71.8%	96.7%
E10000003	Cambridgeshire	06K	NHS East and North Hertfordshire CCG	0.8%	0.7%
E10000003	Cambridgeshire	99D	NHS South Lincolnshire CCG	0.3%	0.0%
E10000003	Cambridgeshire	07H	NHS West Essex CCG	0.2%	0.1%
E10000003	Cambridgeshire	07J	NHS West Norfolk CCG	1.6%	0.4%
E10000003	Cambridgeshire	07K	NHS West Suffolk CCG	4.0%	1.4%
E09000007	Camden	07M	NHS Barnet CCG	0.2%	0.3%
E09000007	Camden	07P	NHS Brent CCG	1.3%	1.9%
E09000007	Camden	07R	NHS Camden CCG	83.9%	88.9%
E09000007	Camden	09A	NHS Central London (Westminster) CCG	5.6%	4.8%
E09000007	Camden	08C	NHS Hammersmith and Fulham CCG	0.4%	0.3%
E09000007	Camden	08D	NHS Haringey CCG	0.5%	0.6%
E09000007	Camden	08H	NHS Islington CCG	3.2%	3.0%
E09000007	Camden	08Y	NHS West London (K&C & QPP) CCG	0.3%	0.2%
E06000056	Central Bedfordshire	06F	NHS Bedfordshire CCG	56.6%	95.0%
E06000056	Central Bedfordshire	14Y	NHS Buckinghamshire CCG	0.8%	1.5%
E06000056	Central Bedfordshire	06K	NHS East and North Hertfordshire CCG	0.3%	0.6%
E06000056	Central Bedfordshire	06N	NHS Herts Valleys CCG	0.4%	0.9%
E06000056	Central Bedfordshire	06P	NHS Luton CCG	2.3%	1.9%
E06000056	Central Bedfordshire	04F	NHS Milton Keynes CCG	0.1%	0.1%
E06000049	Cheshire East	15M	NHS Derby and Derbyshire CCG	0.1%	0.3%
E06000049	Cheshire East	01C	NHS Eastern Cheshire CCG	96.4%	50.2%
E06000049	Cheshire East	05G	NHS North Staffordshire CCG	1.1%	0.6%
E06000049	Cheshire East	01R	NHS South Cheshire CCG	98.6%	45.8%
E06000049	Cheshire East	01W	NHS Stockport CCG	1.6%	1.2%
E06000049	Cheshire East	02A	NHS Trafford CCG	0.2%	0.1%
E06000049	Cheshire East	02D	NHS Vale Royal CCG	0.6%	0.2%
E06000049	Cheshire East	02E	NHS Warrington CCG	0.7%	0.4%
E06000049	Cheshire East	02F	NHS West Cheshire CCG	1.9%	1.2%
E06000050	Cheshire West and Chester	01C	NHS Eastern Cheshire CCG	1.2%	0.7%
E06000050	Cheshire West and Chester	01F	NHS Halton CCG	0.2%	0.0%
E06000050	Cheshire West and Chester	01R	NHS South Cheshire CCG	0.5%	0.2%
E06000050	Cheshire West and Chester	02D	NHS Vale Royal CCG	99.4%	29.5%
E06000050	Cheshire West and Chester	02E	NHS Warrington CCG	0.4%	0.3%
E06000050	Cheshire West and Chester	02F	NHS West Cheshire CCG	96.9%	69.1%
E06000050	Cheshire West and Chester	12F	NHS Wirral CCG	0.3%	0.3%
E09000001	City of London	07R	NHS Camden CCG	0.2%	7.0%
E09000001	City of London	09A	NHS Central London (Westminster) CCG	0.1%	2.5%
E09000001	City of London	07T	NHS City and Hackney CCG	1.8%	70.4%
E09000001	City of London	08C	NHS Hammersmith and Fulham CCG	0.0%	1.2%
E09000001	City of London	08H	NHS Islington CCG	0.1%	3.6%
E09000001	City of London	08V	NHS Tower Hamlets CCG	0.4%	15.0%
E09000001	City of London	08Y	NHS West London (K&C & QPP) CCG	0.0%	0.2%
E06000052	Cornwall & Scilly	15N	NHS Devon CCG	0.3%	0.6%
E06000052	Cornwall & Scilly	11N	NHS Kernow CCG	99.7%	99.4%
E06000047	County Durham	00D	NHS Durham Dales, Easington and Sedgfield CCG	97.0%	52.4%
E06000047	County Durham	03D	NHS Hambleton, Richmondshire and Whitby CCG	0.1%	0.0%
E06000047	County Durham	00K	NHS Hartlepool and Stockton-On-Tees CCG	0.1%	0.0%
E06000047	County Durham	13T	NHS Newcastle Gateshead CCG	0.7%	0.7%
E06000047	County Durham	00J	NHS North Durham CCG	96.7%	46.3%
E06000047	County Durham	00P	NHS Sunderland CCG	1.2%	0.6%
E08000026	Coventry	05A	NHS Coventry and Rugby CCG	74.5%	99.8%
E08000026	Coventry	05H	NHS Warwickshire North CCG	0.4%	0.2%
E09000008	Croydon	07Q	NHS Bromley CCG	1.6%	1.3%
E09000008	Croydon	07V	NHS Croydon CCG	95.3%	93.2%
E09000008	Croydon	09L	NHS East Surrey CCG	2.9%	1.3%
E09000008	Croydon	08C	NHS Hammersmith and Fulham CCG	0.2%	0.0%
E09000008	Croydon	08K	NHS Lambeth CCG	3.0%	3.0%
E09000008	Croydon	08R	NHS Merton CCG	0.8%	0.4%
E09000008	Croydon	08T	NHS Sutton CCG	0.8%	0.4%
E09000008	Croydon	08X	NHS Wandsworth CCG	0.5%	0.5%

E10000006	Cumbria	01K	NHS Morecambe Bay CCG	54.0%	36.6%
E10000006	Cumbria	01H	NHS North Cumbria CCG	99.9%	63.4%
E06000005	Darlington	00C	NHS Darlington CCG	98.2%	96.1%
E06000005	Darlington	00D	NHS Durham Dales, Easington and Sedgfield CCG	1.2%	3.2%
E06000005	Darlington	03D	NHS Hambleton, Richmondshire and Whitby CCG	0.1%	0.2%
E06000005	Darlington	00K	NHS Hartlepool and Stockton-On-Tees CCG	0.2%	0.6%
E06000015	Derby	15M	NHS Derby and Derbyshire CCG	26.5%	100.0%
E10000007	Derbyshire	02Q	NHS Bassetlaw CCG	0.2%	0.0%
E10000007	Derbyshire	15M	NHS Derby and Derbyshire CCG	70.9%	92.6%
E10000007	Derbyshire	05D	NHS East Staffordshire CCG	7.9%	1.4%
E10000007	Derbyshire	01C	NHS Eastern Cheshire CCG	0.3%	0.0%
E10000007	Derbyshire	04E	NHS Mansfield and Ashfield CCG	2.1%	0.5%
E10000007	Derbyshire	04L	NHS Nottingham North and East CCG	0.3%	0.0%
E10000007	Derbyshire	04M	NHS Nottingham West CCG	5.1%	0.6%
E10000007	Derbyshire	03N	NHS Sheffield CCG	0.5%	0.4%
E10000007	Derbyshire	01W	NHS Stockport CCG	0.1%	0.0%
E10000007	Derbyshire	01Y	NHS Tameside and Glossop CCG	13.9%	4.3%
E10000007	Derbyshire	04V	NHS West Leicestershire CCG	0.5%	0.2%
E10000008	Devon	15N	NHS Devon CCG	65.7%	99.2%
E10000008	Devon	11J	NHS Dorset CCG	0.3%	0.3%
E10000008	Devon	11N	NHS Kernow CCG	0.3%	0.2%
E10000008	Devon	11X	NHS Somerset CCG	0.4%	0.3%
E08000017	Doncaster	02P	NHS Barnsley CCG	0.3%	0.3%
E08000017	Doncaster	02Q	NHS Bassetlaw CCG	1.5%	0.6%
E08000017	Doncaster	02X	NHS Doncaster CCG	96.8%	97.8%
E08000017	Doncaster	03L	NHS Rotherham CCG	1.5%	1.2%
E08000017	Doncaster	03R	NHS Wakefield CCG	0.1%	0.2%
E06000059	Dorset	11J	NHS Dorset CCG	46.0%	95.6%
E06000059	Dorset	11X	NHS Somerset CCG	0.6%	0.9%
E06000059	Dorset	11A	NHS West Hampshire CCG	1.7%	2.5%
E06000059	Dorset	99N	NHS Wiltshire CCG	0.7%	1.0%
E08000027	Dudley	15E	NHS Birmingham and Solihull CCG	0.1%	0.6%
E08000027	Dudley	05C	NHS Dudley CCG	93.3%	90.7%
E08000027	Dudley	05L	NHS Sandwell and West Birmingham CCG	3.9%	6.9%
E08000027	Dudley	06A	NHS Wolverhampton CCG	1.8%	1.5%
E08000027	Dudley	06D	NHS Wyre Forest CCG	0.8%	0.3%
E09000009	Ealing	07P	NHS Brent CCG	1.8%	1.6%
E09000009	Ealing	09A	NHS Central London (Westminster) CCG	0.2%	0.1%
E09000009	Ealing	07W	NHS Ealing CCG	86.9%	90.4%
E09000009	Ealing	08C	NHS Hammersmith and Fulham CCG	5.5%	3.1%
E09000009	Ealing	08E	NHS Harrow CCG	0.4%	0.3%
E09000009	Ealing	08G	NHS Hillingdon CCG	0.7%	0.5%
E09000009	Ealing	07Y	NHS Hounslow CCG	4.7%	3.5%
E09000009	Ealing	08Y	NHS West London (K&C & QPP) CCG	0.7%	0.4%
E06000011	East Riding of Yorkshire	02Y	NHS East Riding of Yorkshire CCG	97.3%	85.1%
E06000011	East Riding of Yorkshire	03F	NHS Hull CCG	9.2%	7.9%
E06000011	East Riding of Yorkshire	03M	NHS Scarborough and Ryedale CCG	0.7%	0.2%
E06000011	East Riding of Yorkshire	03Q	NHS Vale of York CCG	6.6%	6.8%
E10000011	East Sussex	09D	NHS Brighton and Hove CCG	1.0%	0.6%
E10000011	East Sussex	09F	NHS Eastbourne, Hailsham and Seaford CCG	100.0%	34.7%
E10000011	East Sussex	09P	NHS Hastings and Rother CCG	99.7%	33.3%
E10000011	East Sussex	09K	NHS High Weald Lewes Havens CCG	98.1%	29.6%
E10000011	East Sussex	09X	NHS Horsham and Mid Sussex CCG	2.8%	1.2%
E10000011	East Sussex	99J	NHS West Kent CCG	0.8%	0.7%
E09000010	Enfield	07M	NHS Barnet CCG	1.0%	1.2%
E09000010	Enfield	07T	NHS City and Hackney CCG	0.1%	0.1%
E09000010	Enfield	06K	NHS East and North Hertfordshire CCG	0.3%	0.6%
E09000010	Enfield	07X	NHS Enfield CCG	95.2%	90.9%
E09000010	Enfield	08C	NHS Hammersmith and Fulham CCG	0.1%	0.0%
E09000010	Enfield	08D	NHS Haringey CCG	7.7%	6.9%
E09000010	Enfield	06N	NHS Herts Valleys CCG	0.1%	0.2%
E09000010	Enfield	08H	NHS Islington CCG	0.2%	0.1%
E10000012	Essex	07L	NHS Barking and Dagenham CCG	0.1%	0.0%
E10000012	Essex	99E	NHS Basildon and Brentwood CCG	99.8%	18.2%
E10000012	Essex	06H	NHS Cambridgeshire and Peterborough CCG	0.1%	0.0%
E10000012	Essex	99F	NHS Castle Point and Rochford CCG	95.2%	11.5%
E10000012	Essex	06K	NHS East and North Hertfordshire CCG	1.6%	0.6%
E10000012	Essex	08F	NHS Havering CCG	0.3%	0.0%
E10000012	Essex	06L	NHS Ipswich and East Suffolk CCG	0.2%	0.0%
E10000012	Essex	06Q	NHS Mid Essex CCG	100.0%	25.5%
E10000012	Essex	06T	NHS North East Essex CCG	98.6%	22.7%
E10000012	Essex	08N	NHS Redbridge CCG	2.9%	0.6%
E10000012	Essex	99G	NHS Southend CCG	3.3%	0.4%
E10000012	Essex	07G	NHS Thurrock CCG	1.4%	0.2%
E10000012	Essex	08W	NHS Waltham Forest CCG	0.5%	0.1%
E10000012	Essex	07H	NHS West Essex CCG	97.1%	19.8%
E10000012	Essex	07K	NHS West Suffolk CCG	2.3%	0.4%

E08000037	Gateshead	13T	NHS Newcastle Gateshead CCG	38.5%	97.7%
E08000037	Gateshead	00J	NHS North Durham CCG	0.9%	1.2%
E08000037	Gateshead	00L	NHS Northumberland CCG	0.5%	0.8%
E08000037	Gateshead	00N	NHS South Tyneside CCG	0.3%	0.2%
E08000037	Gateshead	00P	NHS Sunderland CCG	0.0%	0.1%
E10000013	Gloucestershire	15C	NHS Bristol, North Somerset and South Gloucestershire CCG	0.1%	0.1%
E10000013	Gloucestershire	11M	NHS Gloucestershire CCG	97.6%	98.6%
E10000013	Gloucestershire	05F	NHS Herefordshire CCG	0.5%	0.1%
E10000013	Gloucestershire	10Q	NHS Oxfordshire CCG	0.2%	0.2%
E10000013	Gloucestershire	05R	NHS South Warwickshire CCG	0.6%	0.2%
E10000013	Gloucestershire	05T	NHS South Worcestershire CCG	1.1%	0.5%
E10000013	Gloucestershire	99N	NHS Wiltshire CCG	0.2%	0.2%
E09000011	Greenwich	07N	NHS Bexley CCG	5.1%	4.2%
E09000011	Greenwich	07Q	NHS Bromley CCG	1.1%	1.3%
E09000011	Greenwich	08A	NHS Greenwich CCG	89.2%	89.3%
E09000011	Greenwich	08C	NHS Hammersmith and Fulham CCG	0.2%	0.2%
E09000011	Greenwich	08L	NHS Lewisham CCG	4.4%	4.9%
E09000011	Greenwich	08Q	NHS Southwark CCG	0.1%	0.1%
E09000012	Hackney	07R	NHS Camden CCG	0.7%	0.7%
E09000012	Hackney	09A	NHS Central London (Westminster) CCG	0.2%	0.2%
E09000012	Hackney	07T	NHS City and Hackney CCG	90.2%	93.8%
E09000012	Hackney	08C	NHS Hammersmith and Fulham CCG	0.5%	0.4%
E09000012	Hackney	08D	NHS Haringey CCG	0.6%	0.7%
E09000012	Hackney	08H	NHS Islington CCG	4.6%	3.7%
E09000012	Hackney	08V	NHS Tower Hamlets CCG	0.5%	0.6%
E06000006	Halton	01F	NHS Halton CCG	98.2%	96.5%
E06000006	Halton	01J	NHS Knowsley CCG	0.2%	0.3%
E06000006	Halton	99A	NHS Liverpool CCG	0.3%	1.1%
E06000006	Halton	02E	NHS Warrington CCG	0.7%	1.1%
E06000006	Halton	02F	NHS West Cheshire CCG	0.6%	1.1%
E09000013	Hammersmith and Fulham	07P	NHS Brent CCG	0.3%	0.5%
E09000013	Hammersmith and Fulham	07R	NHS Camden CCG	0.1%	0.1%
E09000013	Hammersmith and Fulham	09A	NHS Central London (Westminster) CCG	2.5%	2.5%
E09000013	Hammersmith and Fulham	07W	NHS Ealing CCG	0.6%	1.1%
E09000013	Hammersmith and Fulham	08C	NHS Hammersmith and Fulham CCG	82.8%	87.6%
E09000013	Hammersmith and Fulham	07Y	NHS Hounslow CCG	0.5%	0.7%
E09000013	Hammersmith and Fulham	08X	NHS Wandsworth CCG	0.2%	0.3%
E09000013	Hammersmith and Fulham	08Y	NHS West London (K&C & QPP) CCG	6.5%	7.2%
E10000014	Hampshire	15A	NHS Berkshire West CCG	1.7%	0.6%
E10000014	Hampshire	09G	NHS Coastal West Sussex CCG	0.2%	0.1%
E10000014	Hampshire	11J	NHS Dorset CCG	0.5%	0.3%
E10000014	Hampshire	15D	NHS East Berkshire CCG	0.2%	0.0%
E10000014	Hampshire	10K	NHS Fareham and Gosport CCG	98.5%	14.3%
E10000014	Hampshire	09N	NHS Guildford and Waverley CCG	2.9%	0.5%
E10000014	Hampshire	99M	NHS North East Hampshire and Farnham CCG	76.5%	12.4%
E10000014	Hampshire	10J	NHS North Hampshire CCG	99.2%	15.9%
E10000014	Hampshire	10R	NHS Portsmouth CCG	4.4%	0.7%
E10000014	Hampshire	10V	NHS South Eastern Hampshire CCG	95.6%	14.6%
E10000014	Hampshire	10X	NHS Southampton CCG	5.1%	1.0%
E10000014	Hampshire	10C	NHS Surrey Heath CCG	0.8%	0.0%
E10000014	Hampshire	11A	NHS West Hampshire CCG	97.7%	39.1%
E10000014	Hampshire	99N	NHS Wiltshire CCG	1.3%	0.4%
E09000014	Haringey	07M	NHS Barnet CCG	1.0%	1.4%
E09000014	Haringey	07R	NHS Camden CCG	0.6%	0.6%
E09000014	Haringey	09A	NHS Central London (Westminster) CCG	0.1%	0.1%
E09000014	Haringey	07T	NHS City and Hackney CCG	3.1%	3.2%
E09000014	Haringey	07X	NHS Enfield CCG	1.3%	1.4%
E09000014	Haringey	08C	NHS Hammersmith and Fulham CCG	0.4%	0.3%
E09000014	Haringey	08D	NHS Haringey CCG	87.7%	91.0%
E09000014	Haringey	08H	NHS Islington CCG	2.5%	2.1%
E09000015	Harrow	07M	NHS Barnet CCG	4.3%	6.4%
E09000015	Harrow	07P	NHS Brent CCG	3.6%	4.8%
E09000015	Harrow	07W	NHS Ealing CCG	1.3%	2.1%
E09000015	Harrow	08C	NHS Hammersmith and Fulham CCG	0.1%	0.0%
E09000015	Harrow	08E	NHS Harrow CCG	89.7%	84.1%
E09000015	Harrow	06N	NHS Herts Valleys CCG	0.2%	0.5%
E09000015	Harrow	08G	NHS Hillingdon CCG	1.8%	2.0%
E09000015	Harrow	08Y	NHS West London (K&C & QPP) CCG	0.1%	0.1%



E06000001	Hartlepool	00D	NHS Durham Dales, Easington and Sedgfield CCG	0.2%	0.6%
E06000001	Hartlepool	00K	NHS Hartlepool and Stockton-On-Tees CCG	32.4%	99.4%
E09000016	Havering	07L	NHS Barking and Dagenham CCG	3.5%	2.9%
E09000016	Havering	08F	NHS Havering CCG	91.7%	96.2%
E09000016	Havering	08M	NHS Newham CCG	0.1%	0.2%
E09000016	Havering	08N	NHS Redbridge CCG	0.6%	0.7%
E09000016	Havering	07G	NHS Thurrock CCG	0.1%	0.0%
E06000019	Herefordshire, County of	11M	NHS Gloucestershire CCG	0.3%	0.9%
E06000019	Herefordshire, County of	05F	NHS Herefordshire CCG	98.2%	97.3%
E06000019	Herefordshire, County of	05N	NHS Shropshire CCG	0.3%	0.5%
E06000019	Herefordshire, County of	05T	NHS South Worcestershire CCG	0.8%	1.3%
E10000015	Hertfordshire	07M	NHS Barnet CCG	0.2%	0.0%
E10000015	Hertfordshire	06F	NHS Bedfordshire CCG	0.1%	0.0%
E10000015	Hertfordshire	14Y	NHS Buckinghamshire CCG	0.2%	0.1%
E10000015	Hertfordshire	06H	NHS Cambridgeshire and Peterborough CCG	2.1%	1.6%
E10000015	Hertfordshire	06K	NHS East and North Hertfordshire CCG	97.0%	46.5%
E10000015	Hertfordshire	07X	NHS Enfield CCG	0.5%	0.1%
E10000015	Hertfordshire	08E	NHS Harrow CCG	0.6%	0.1%
E10000015	Hertfordshire	06N	NHS Herts Valleys CCG	98.0%	50.7%
E10000015	Hertfordshire	08G	NHS Hillingdon CCG	2.2%	0.6%
E10000015	Hertfordshire	06P	NHS Luton CCG	0.4%	0.0%
E10000015	Hertfordshire	07H	NHS West Essex CCG	0.8%	0.2%
E09000017	Hillingdon	14Y	NHS Buckinghamshire CCG	0.0%	0.1%
E09000017	Hillingdon	07W	NHS Ealing CCG	5.2%	6.9%
E09000017	Hillingdon	08C	NHS Hammersmith and Fulham CCG	0.5%	0.3%
E09000017	Hillingdon	08E	NHS Harrow CCG	2.2%	1.8%
E09000017	Hillingdon	08G	NHS Hillingdon CCG	94.3%	89.8%
E09000017	Hillingdon	07Y	NHS Hounslow CCG	1.1%	1.0%
E09000018	Hounslow	07W	NHS Ealing CCG	5.4%	7.4%
E09000018	Hounslow	08C	NHS Hammersmith and Fulham CCG	1.2%	0.9%
E09000018	Hounslow	08G	NHS Hillingdon CCG	0.2%	0.2%
E09000018	Hounslow	07Y	NHS Hounslow CCG	88.2%	87.1%
E09000018	Hounslow	09Y	NHS North West Surrey CCG	0.3%	0.4%
E09000018	Hounslow	08P	NHS Richmond CCG	5.7%	3.8%
E09000018	Hounslow	08Y	NHS West London (K&C & QPP) CCG	0.2%	0.1%
E06000046	Isle of Wight	10L	NHS Isle of Wight CCG	100.0%	100.0%
E09000019	Islington	07R	NHS Camden CCG	4.9%	5.4%
E09000019	Islington	09A	NHS Central London (Westminster) CCG	0.5%	0.5%
E09000019	Islington	07T	NHS City and Hackney CCG	3.4%	4.2%
E09000019	Islington	08C	NHS Hammersmith and Fulham CCG	0.5%	0.5%
E09000019	Islington	08D	NHS Haringey CCG	1.2%	1.5%
E09000019	Islington	08H	NHS Islington CCG	89.1%	87.9%
E09000020	Kensington and Chelsea	07P	NHS Brent CCG	0.0%	0.1%
E09000020	Kensington and Chelsea	07R	NHS Camden CCG	0.2%	0.3%
E09000020	Kensington and Chelsea	09A	NHS Central London (Westminster) CCG	4.0%	5.4%
E09000020	Kensington and Chelsea	08C	NHS Hammersmith and Fulham CCG	1.2%	1.7%
E09000020	Kensington and Chelsea	08Y	NHS West London (K&C & QPP) CCG	63.9%	92.5%
E10000016	Kent	09C	NHS Ashford CCG	100.0%	8.3%
E10000016	Kent	07N	NHS Bexley CCG	1.3%	0.2%
E10000016	Kent	07Q	NHS Bromley CCG	0.9%	0.2%
E10000016	Kent	09E	NHS Canterbury and Coastal CCG	100.0%	14.1%
E10000016	Kent	09J	NHS Dartford, Gravesham and Swanley CCG	98.3%	16.5%
E10000016	Kent	09L	NHS East Surrey CCG	0.1%	0.0%
E10000016	Kent	08A	NHS Greenwich CCG	0.2%	0.0%
E10000016	Kent	09P	NHS Hastings and Rother CCG	0.3%	0.0%
E10000016	Kent	99K	NHS High Weald Lewes Havens CCG	0.6%	0.0%
E10000016	Kent	09W	NHS Medway CCG	6.1%	1.1%
E10000016	Kent	10A	NHS South Kent Coast CCG	100.0%	12.9%
E10000016	Kent	10D	NHS Swale CCG	99.8%	7.1%
E10000016	Kent	10E	NHS Thanet CCG	100.0%	9.1%
E10000016	Kent	99J	NHS West Kent CCG	98.7%	30.4%
E06000010	Kingston upon Hull, City of	02Y	NHS East Riding of Yorkshire CCG	1.3%	1.4%
E06000010	Kingston upon Hull, City of	03F	NHS Hull CCG	90.8%	98.6%
E09000021	Kingston upon Thames	08J	NHS Kingston CCG	86.9%	95.9%
E09000021	Kingston upon Thames	08R	NHS Merton CCG	1.1%	1.3%
E09000021	Kingston upon Thames	08P	NHS Richmond CCG	0.7%	0.8%
E09000021	Kingston upon Thames	99H	NHS Surrey Downs CCG	0.7%	1.2%
E09000021	Kingston upon Thames	08T	NHS Sutton CCG	0.1%	0.1%
E09000021	Kingston upon Thames	08X	NHS Wandsworth CCG	0.3%	0.7%
E08000034	Kirklees	02P	NHS Barnsley CCG	0.1%	0.0%
E08000034	Kirklees	02R	NHS Bradford Districts CCG	1.0%	0.7%
E08000034	Kirklees	02T	NHS Calderdale CCG	1.4%	0.7%
E08000034	Kirklees	03A	NHS Greater Huddersfield CCG	99.6%	54.7%
E08000034	Kirklees	15F	NHS Leeds CCG	0.1%	0.3%
E08000034	Kirklees	03J	NHS North Kirklees CCG	98.9%	42.4%
E08000034	Kirklees	03R	NHS Wakefield CCG	1.5%	1.3%

E08000011	Knowsley	01F	NHS Halton CCG	1.0%	0.8%
E08000011	Knowsley	01J	NHS Knowsley CCG	86.8%	88.2%
E08000011	Knowsley	99A	NHS Liverpool CCG	2.4%	8.0%
E08000011	Knowsley	01T	NHS South Sefton CCG	0.1%	0.1%
E08000011	Knowsley	01X	NHS St Helens CCG	2.3%	2.8%
E09000022	Lambeth	07R	NHS Camden CCG	0.2%	0.1%
E09000022	Lambeth	09A	NHS Central London (Westminster) CCG	0.9%	0.6%
E09000022	Lambeth	07V	NHS Croydon CCG	0.7%	0.8%
E09000022	Lambeth	08C	NHS Hammersmith and Fulham CCG	0.6%	0.4%
E09000022	Lambeth	08K	NHS Lambeth CCG	85.5%	92.2%
E09000022	Lambeth	08R	NHS Merton CCG	1.0%	0.6%
E09000022	Lambeth	08Q	NHS Southwark CCG	1.9%	1.6%
E09000022	Lambeth	08X	NHS Wandsworth CCG	3.5%	3.7%
E09000022	Lambeth	08Y	NHS West London (K&C & QPP) CCG	0.1%	0.0%
E10000017	Lancashire	02N	NHS Airedale, Wharfedale and Craven CCG	0.2%	0.0%
E10000017	Lancashire	00Q	NHS Blackburn with Darwen CCG	11.1%	1.5%
E10000017	Lancashire	00R	NHS Blackpool CCG	13.6%	1.9%
E10000017	Lancashire	00T	NHS Bolton CCG	0.3%	0.0%
E10000017	Lancashire	00V	NHS Bury CCG	1.4%	0.2%
E10000017	Lancashire	00X	NHS Chorley and South Ribble CCG	99.8%	14.5%
E10000017	Lancashire	01A	NHS East Lancashire CCG	99.0%	30.0%
E10000017	Lancashire	02M	NHS Fylde & Wyre CCG	97.9%	13.8%
E10000017	Lancashire	01E	NHS Greater Preston CCG	100.0%	16.6%
E10000017	Lancashire	01D	NHS Heywood, Middleton and Rochdale CCG	0.9%	0.2%
E10000017	Lancashire	01J	NHS Knowsley CCG	0.1%	0.0%
E10000017	Lancashire	01K	NHS Morecambe Bay CCG	44.1%	12.1%
E10000017	Lancashire	01T	NHS South Sefton CCG	0.5%	0.0%
E10000017	Lancashire	01V	NHS Southport and Formby CCG	3.2%	0.3%
E10000017	Lancashire	01X	NHS St Helens CCG	0.5%	0.0%
E10000017	Lancashire	02G	NHS West Lancashire CCG	96.9%	8.7%
E10000017	Lancashire	02H	NHS Wigan Borough CCG	0.7%	0.2%
E08000035	Leeds	02N	NHS Airedale, Wharfedale and Craven CCG	0.1%	0.0%
E08000035	Leeds	02W	NHS Bradford City CCG	1.1%	0.2%
E08000035	Leeds	02R	NHS Bradford Districts CCG	0.5%	0.2%
E08000035	Leeds	15F	NHS Leeds CCG	97.7%	98.8%
E08000035	Leeds	03J	NHS North Kirklees CCG	0.3%	0.0%
E08000035	Leeds	03Q	NHS Vale of York CCG	0.6%	0.2%
E08000035	Leeds	03R	NHS Wakefield CCG	1.4%	0.6%
E06000016	Leicester	03W	NHS East Leicestershire and Rutland CCG	2.1%	1.8%
E06000016	Leicester	04C	NHS Leicester City CCG	92.8%	95.5%
E06000016	Leicester	04V	NHS West Leicestershire CCG	2.8%	2.7%
E10000018	Leicestershire	03V	NHS Corby CCG	0.5%	0.0%
E10000018	Leicestershire	15M	NHS Derby and Derbyshire CCG	0.4%	0.6%
E10000018	Leicestershire	03W	NHS East Leicestershire and Rutland CCG	85.5%	39.8%
E10000018	Leicestershire	04C	NHS Leicester City CCG	7.2%	4.1%
E10000018	Leicestershire	04N	NHS Rushcliffe CCG	5.4%	1.0%
E10000018	Leicestershire	04Q	NHS South West Lincolnshire CCG	5.6%	1.1%
E10000018	Leicestershire	05H	NHS Warwickshire North CCG	1.6%	0.4%
E10000018	Leicestershire	04V	NHS West Leicestershire CCG	96.2%	53.1%
E09000023	Lewisham	07Q	NHS Bromley CCG	1.4%	1.5%
E09000023	Lewisham	09A	NHS Central London (Westminster) CCG	0.2%	0.2%
E09000023	Lewisham	08A	NHS Greenwich CCG	2.1%	1.9%
E09000023	Lewisham	08C	NHS Hammersmith and Fulham CCG	0.3%	0.2%
E09000023	Lewisham	08K	NHS Lambeth CCG	0.3%	0.4%
E09000023	Lewisham	08L	NHS Lewisham CCG	91.5%	92.0%
E09000023	Lewisham	08Q	NHS Southwark CCG	3.9%	3.9%
E10000019	Lincolnshire	06H	NHS Cambridgeshire and Peterborough CCG	0.2%	0.3%
E10000019	Lincolnshire	03W	NHS East Leicestershire and Rutland CCG	0.2%	0.1%
E10000019	Lincolnshire	03T	NHS Lincolnshire East CCG	99.2%	32.0%
E10000019	Lincolnshire	04D	NHS Lincolnshire West CCG	98.6%	29.9%
E10000019	Lincolnshire	04H	NHS Newark & Sherwood CCG	2.4%	0.4%
E10000019	Lincolnshire	03H	NHS North East Lincolnshire CCG	2.7%	0.6%
E10000019	Lincolnshire	03K	NHS North Lincolnshire CCG	4.9%	1.1%
E10000019	Lincolnshire	99D	NHS South Lincolnshire CCG	90.8%	19.6%
E10000019	Lincolnshire	04Q	NHS South West Lincolnshire CCG	93.3%	16.1%
E08000012	Liverpool	01J	NHS Knowsley CCG	8.5%	2.7%
E08000012	Liverpool	99A	NHS Liverpool CCG	94.4%	96.3%
E08000012	Liverpool	01T	NHS South Sefton CCG	3.3%	1.0%
E06000032	Luton	06F	NHS Bedfordshire CCG	2.3%	4.5%
E06000032	Luton	06P	NHS Luton CCG	97.3%	95.5%
E08000003	Manchester	00V	NHS Bury CCG	0.4%	0.1%
E08000003	Manchester	01D	NHS Heywood, Middleton and Rochdale CCG	0.5%	0.2%
E08000003	Manchester	14L	NHS Manchester CCG	90.9%	95.6%
E08000003	Manchester	00Y	NHS Oldham CCG	0.9%	0.4%
E08000003	Manchester	01G	NHS Salford CCG	2.5%	1.1%
E08000003	Manchester	01W	NHS Stockport CCG	1.7%	0.8%
E08000003	Manchester	01Y	NHS Tameside and Glossop CCG	0.4%	0.2%
E08000003	Manchester	02A	NHS Trafford CCG	4.0%	1.6%

E06000035	Medway	09J	NHS Dartford, Gravesham and Swanley CCG	0.2%	0.2%
E06000035	Medway	09W	NHS Medway CCG	93.9%	99.5%
E06000035	Medway	10D	NHS Swale CCG	0.2%	0.0%
E06000035	Medway	99J	NHS West Kent CCG	0.2%	0.3%
E09000024	Merton	07V	NHS Croydon CCG	0.5%	0.9%
E09000024	Merton	08C	NHS Hammersmith and Fulham CCG	0.2%	0.2%
E09000024	Merton	08J	NHS Kingston CCG	3.4%	2.9%
E09000024	Merton	08K	NHS Lambeth CCG	1.0%	1.7%
E09000024	Merton	08R	NHS Merton CCG	87.7%	80.9%
E09000024	Merton	08T	NHS Sutton CCG	3.3%	2.6%
E09000024	Merton	08X	NHS Wandsworth CCG	6.6%	10.8%
E06000002	Middlesbrough	03D	NHS Hambleton, Richmondshire and Whitby CCG	0.2%	0.2%
E06000002	Middlesbrough	00K	NHS Hartlepool and Stockton-On-Tees CCG	0.2%	0.3%
E06000002	Middlesbrough	00M	NHS South Tees CCG	52.3%	99.5%
E06000042	Milton Keynes	06F	NHS Bedfordshire CCG	1.5%	2.5%
E06000042	Milton Keynes	04F	NHS Milton Keynes CCG	95.5%	96.2%
E06000042	Milton Keynes	04G	NHS Nene CCG	0.6%	1.3%
E08000021	Newcastle upon Tyne	13T	NHS Newcastle Gateshead CCG	58.9%	95.2%
E08000021	Newcastle upon Tyne	99C	NHS North Tyneside CCG	5.9%	4.0%
E08000021	Newcastle upon Tyne	00L	NHS Northumberland CCG	0.8%	0.8%
E09000025	Newham	07L	NHS Barking and Dagenham CCG	0.5%	0.3%
E09000025	Newham	09A	NHS Central London (Westminster) CCG	0.7%	0.4%
E09000025	Newham	07T	NHS City and Hackney CCG	0.1%	0.0%
E09000025	Newham	08C	NHS Hammersmith and Fulham CCG	0.5%	0.3%
E09000025	Newham	08M	NHS Newham CCG	96.6%	97.3%
E09000025	Newham	08N	NHS Redbridge CCG	0.3%	0.2%
E09000025	Newham	08V	NHS Tower Hamlets CCG	0.2%	0.2%
E09000025	Newham	08W	NHS Waltham Forest CCG	1.7%	1.4%
E10000020	Norfolk	06H	NHS Cambridgeshire and Peterborough CCG	0.7%	0.7%
E10000020	Norfolk	06M	NHS Great Yarmouth and Waveney CCG	47.7%	12.2%
E10000020	Norfolk	06L	NHS Ipswich and East Suffolk CCG	0.2%	0.0%
E10000020	Norfolk	06V	NHS North Norfolk CCG	100.0%	18.6%
E10000020	Norfolk	06W	NHS Norwich CCG	100.0%	25.2%
E10000020	Norfolk	99D	NHS South Lincolnshire CCG	0.2%	0.0%
E10000020	Norfolk	06Y	NHS South Norfolk CCG	98.9%	24.1%
E10000020	Norfolk	07J	NHS West Norfolk CCG	98.4%	18.5%
E10000020	Norfolk	07K	NHS West Suffolk CCG	2.6%	0.7%
E06000012	North East Lincolnshire	03T	NHS Lincolnshire East CCG	0.8%	1.2%
E06000012	North East Lincolnshire	03H	NHS North East Lincolnshire CCG	95.9%	98.6%
E06000012	North East Lincolnshire	03K	NHS North Lincolnshire CCG	0.2%	0.2%
E06000013	North Lincolnshire	02Q	NHS Bassetlaw CCG	0.2%	0.2%
E06000013	North Lincolnshire	02X	NHS Doncaster CCG	0.0%	0.1%
E06000013	North Lincolnshire	02Y	NHS East Riding of Yorkshire CCG	0.0%	0.1%
E06000013	North Lincolnshire	04D	NHS Lincolnshire West CCG	1.0%	1.3%
E06000013	North Lincolnshire	03H	NHS North East Lincolnshire CCG	1.4%	1.4%
E06000013	North Lincolnshire	03K	NHS North Lincolnshire CCG	94.9%	96.9%
E06000024	North Somerset	11E	NHS Bath and North East Somerset CCG	1.6%	1.5%
E06000024	North Somerset	15C	NHS Bristol, North Somerset and South Gloucestershire CCG	21.8%	98.3%
E06000024	North Somerset	11X	NHS Somerset CCG	0.0%	0.2%
E08000022	North Tyneside	13T	NHS Newcastle Gateshead CCG	1.0%	2.6%
E08000022	North Tyneside	99C	NHS North Tyneside CCG	93.2%	96.3%
E08000022	North Tyneside	00L	NHS Northumberland CCG	0.7%	1.1%
E10000023	North Yorkshire	02N	NHS Airedale, Wharfedale and Craven CCG	32.5%	8.3%
E10000023	North Yorkshire	00C	NHS Darlington CCG	1.3%	0.2%
E10000023	North Yorkshire	02X	NHS Doncaster CCG	0.2%	0.1%
E10000023	North Yorkshire	00D	NHS Durham Dales, Easington and Sedgfield CCG	0.2%	0.1%
E10000023	North Yorkshire	01A	NHS East Lancashire CCG	0.1%	0.0%
E10000023	North Yorkshire	02Y	NHS East Riding of Yorkshire CCG	1.4%	0.7%
E10000023	North Yorkshire	03D	NHS Hambleton, Richmondshire and Whitby CCG	98.3%	22.8%
E10000023	North Yorkshire	03E	NHS Harrogate and Rural District CCG	99.8%	26.2%
E10000023	North Yorkshire	00K	NHS Hartlepool and Stockton-On-Tees CCG	0.2%	0.1%
E10000023	North Yorkshire	15F	NHS Leeds CCG	0.9%	1.3%
E10000023	North Yorkshire	01K	NHS Morecambe Bay CCG	1.9%	1.0%
E10000023	North Yorkshire	03M	NHS Scarborough and Ryedale CCG	99.3%	19.2%
E10000023	North Yorkshire	03Q	NHS Vale of York CCG	32.6%	18.8%
E10000023	North Yorkshire	03R	NHS Wakefield CCG	2.0%	1.2%
E10000021	Northamptonshire	06F	NHS Bedfordshire CCG	0.1%	0.0%
E10000021	Northamptonshire	06H	NHS Cambridgeshire and Peterborough CCG	1.6%	1.9%
E10000021	Northamptonshire	03V	NHS Corby CCG	99.2%	9.8%
E10000021	Northamptonshire	05A	NHS Coventry and Rugby CCG	0.3%	0.2%
E10000021	Northamptonshire	03W	NHS East Leicestershire and Rutland CCG	2.0%	0.8%
E10000021	Northamptonshire	04F	NHS Milton Keynes CCG	3.1%	1.2%
E10000021	Northamptonshire	04G	NHS Nene CCG	98.8%	84.9%
E10000021	Northamptonshire	10Q	NHS Oxfordshire CCG	1.1%	1.0%
E10000021	Northamptonshire	99D	NHS South Lincolnshire CCG	0.9%	0.2%
E06000057	Northumberland	13T	NHS Newcastle Gateshead CCG	0.3%	0.5%
E06000057	Northumberland	01H	NHS North Cumbria CCG	0.1%	0.1%
E06000057	Northumberland	00J	NHS North Durham CCG	0.2%	0.2%
E06000057	Northumberland	99C	NHS North Tyneside CCG	0.9%	0.6%
E06000057	Northumberland	00L	NHS Northumberland CCG	97.9%	98.7%

E06000018	Nottingham	04K	NHS Nottingham City CCG	89.9%	95.4%
E06000018	Nottingham	04L	NHS Nottingham North and East CCG	4.6%	2.0%
E06000018	Nottingham	04M	NHS Nottingham West CCG	4.1%	1.1%
E06000018	Nottingham	04N	NHS Rushcliffe CCG	4.3%	1.5%
E10000024	Nottinghamshire	02Q	NHS Bassetlaw CCG	97.1%	13.5%
E10000024	Nottinghamshire	15M	NHS Derby and Derbyshire CCG	1.5%	1.8%
E10000024	Nottinghamshire	02X	NHS Doncaster CCG	1.6%	0.6%
E10000024	Nottinghamshire	03W	NHS East Leicestershire and Rutland CCG	0.3%	0.1%
E10000024	Nottinghamshire	04D	NHS Lincolnshire West CCG	0.4%	0.1%
E10000024	Nottinghamshire	04E	NHS Mansfield and Ashfield CCG	97.9%	22.5%
E10000024	Nottinghamshire	04H	NHS Newark & Sherwood CCG	97.6%	15.6%
E10000024	Nottinghamshire	04K	NHS Nottingham City CCG	10.1%	4.6%
E10000024	Nottinghamshire	04L	NHS Nottingham North and East CCG	95.1%	17.2%
E10000024	Nottinghamshire	04M	NHS Nottingham West CCG	90.8%	10.2%
E10000024	Nottinghamshire	04N	NHS Rushcliffe CCG	90.3%	13.6%
E10000024	Nottinghamshire	04Q	NHS South West Lincolnshire CCG	0.7%	0.1%
E10000024	Nottinghamshire	04V	NHS West Leicestershire CCG	0.1%	0.0%
E08000004	Oldham	01D	NHS Heywood, Middleton and Rochdale CCG	1.5%	1.4%
E08000004	Oldham	14L	NHS Manchester CCG	0.8%	2.1%
E08000004	Oldham	00Y	NHS Oldham CCG	94.5%	96.3%
E08000004	Oldham	01Y	NHS Tameside and Glossop CCG	0.2%	0.2%
E10000025	Oxfordshire	15A	NHS Berkshire West CCG	0.5%	0.3%
E10000025	Oxfordshire	14Y	NHS Buckinghamshire CCG	2.4%	1.8%
E10000025	Oxfordshire	11M	NHS Gloucestershire CCG	0.2%	0.2%
E10000025	Oxfordshire	04G	NHS Nene CCG	0.1%	0.1%
E10000025	Oxfordshire	10Q	NHS Oxfordshire CCG	97.4%	96.5%
E10000025	Oxfordshire	05R	NHS South Warwickshire CCG	0.6%	0.2%
E10000025	Oxfordshire	12D	NHS Swindon CCG	2.7%	0.9%
E06000031	Peterborough	06H	NHS Cambridgeshire and Peterborough CCG	23.0%	96.3%
E06000031	Peterborough	99D	NHS South Lincolnshire CCG	5.1%	3.7%
E06000026	Plymouth	15N	NHS Devon CCG	22.1%	100.0%
E06000044	Portsmouth	10K	NHS Fareham and Gosport CCG	1.5%	1.4%
E06000044	Portsmouth	10R	NHS Portsmouth CCG	95.6%	98.4%
E06000044	Portsmouth	10V	NHS South Eastern Hampshire CCG	0.2%	0.2%
E06000038	Reading	15A	NHS Berkshire West CCG	35.3%	99.4%
E06000038	Reading	10Q	NHS Oxfordshire CCG	0.2%	0.6%
E09000026	Redbridge	07L	NHS Barking and Dagenham CCG	4.9%	3.3%
E09000026	Redbridge	08C	NHS Hammersmith and Fulham CCG	0.1%	0.1%
E09000026	Redbridge	08F	NHS Havering CCG	0.8%	0.7%
E09000026	Redbridge	08M	NHS Newham CCG	1.4%	1.7%
E09000026	Redbridge	08N	NHS Redbridge CCG	92.3%	89.4%
E09000026	Redbridge	08W	NHS Waltham Forest CCG	3.3%	3.1%
E09000026	Redbridge	07H	NHS West Essex CCG	1.8%	1.7%
E06000003	Redcar and Cleveland	03D	NHS Hambleton, Richmondshire and Whitby CCG	1.1%	1.1%
E06000003	Redcar and Cleveland	00M	NHS South Tees CCG	47.3%	98.9%
E09000027	Richmond upon Thames	08C	NHS Hammersmith and Fulham CCG	0.5%	0.5%
E09000027	Richmond upon Thames	07Y	NHS Hounslow CCG	4.9%	7.0%
E09000027	Richmond upon Thames	08J	NHS Kingston CCG	1.6%	1.5%
E09000027	Richmond upon Thames	08P	NHS Richmond CCG	91.7%	90.3%
E09000027	Richmond upon Thames	99H	NHS Surrey Downs CCG	0.0%	0.1%
E09000027	Richmond upon Thames	08X	NHS Wandsworth CCG	0.4%	0.7%
E08000005	Rochdale	00V	NHS Bury CCG	0.7%	0.6%
E08000005	Rochdale	01A	NHS East Lancashire CCG	0.2%	0.3%
E08000005	Rochdale	01D	NHS Heywood, Middleton and Rochdale CCG	96.5%	96.6%
E08000005	Rochdale	14L	NHS Manchester CCG	0.6%	1.6%
E08000005	Rochdale	00Y	NHS Oldham CCG	0.9%	1.0%
E08000018	Rotherham	02P	NHS Barnsley CCG	3.3%	3.1%
E08000018	Rotherham	02Q	NHS Bassetlaw CCG	1.0%	0.4%
E08000018	Rotherham	02X	NHS Doncaster CCG	1.1%	1.2%
E08000018	Rotherham	03L	NHS Rotherham CCG	97.9%	93.5%
E08000018	Rotherham	03N	NHS Sheffield CCG	0.8%	1.7%
E06000017	Rutland	06H	NHS Cambridgeshire and Peterborough CCG	0.0%	0.3%
E06000017	Rutland	03V	NHS Corby CCG	0.2%	0.5%
E06000017	Rutland	03W	NHS East Leicestershire and Rutland CCG	9.9%	86.3%
E06000017	Rutland	99D	NHS South Lincolnshire CCG	2.6%	11.5%
E06000017	Rutland	04Q	NHS South West Lincolnshire CCG	0.4%	1.4%
E08000006	Salford	00T	NHS Bolton CCG	0.2%	0.3%
E08000006	Salford	00V	NHS Bury CCG	1.8%	1.4%
E08000006	Salford	14L	NHS Manchester CCG	1.1%	2.5%
E08000006	Salford	01G	NHS Salford CCG	94.1%	94.6%
E08000006	Salford	02A	NHS Trafford CCG	0.2%	0.2%
E08000006	Salford	02H	NHS Wigan Borough CCG	0.9%	1.1%
E08000028	Sandwell	15E	NHS Birmingham and Solihull CCG	1.9%	7.0%
E08000028	Sandwell	05C	NHS Dudley CCG	3.0%	2.7%
E08000028	Sandwell	05L	NHS Sandwell and West Birmingham CCG	55.1%	88.6%
E08000028	Sandwell	05Y	NHS Walsall CCG	1.7%	1.3%
E08000028	Sandwell	06A	NHS Wolverhampton CCG	0.3%	0.3%
E08000014	Sefton	01J	NHS Knowsley CCG	1.8%	1.0%
E08000014	Sefton	99A	NHS Liverpool CCG	2.9%	5.3%
E08000014	Sefton	01T	NHS South Sefton CCG	96.0%	51.6%
E08000014	Sefton	01V	NHS Southport and Formby CCG	96.8%	41.9%
E08000014	Sefton	02G	NHS West Lancashire CCG	0.3%	0.1%

E08000019	Sheffield	02P	NHS Barnsley CCG	0.8%	0.4%
E08000019	Sheffield	15M	NHS Derby and Derbyshire CCG	0.2%	0.4%
E08000019	Sheffield	03L	NHS Rotherham CCG	0.4%	0.2%
E08000019	Sheffield	03N	NHS Sheffield CCG	98.5%	99.1%
E06000051	Shropshire	05F	NHS Herefordshire CCG	0.4%	0.3%
E06000051	Shropshire	05G	NHS North Staffordshire CCG	0.5%	0.3%
E06000051	Shropshire	05N	NHS Shropshire CCG	96.7%	95.4%
E06000051	Shropshire	01R	NHS South Cheshire CCG	0.4%	0.3%
E06000051	Shropshire	05Q	NHS South East Staffs and Seisdon Peninsular CCG	1.2%	0.9%
E06000051	Shropshire	05T	NHS South Worcestershire CCG	1.0%	1.0%
E06000051	Shropshire	05X	NHS Telford and Wrekin CCG	2.3%	1.4%
E06000051	Shropshire	02F	NHS West Cheshire CCG	0.1%	0.1%
E06000051	Shropshire	06D	NHS Wyre Forest CCG	0.8%	0.3%
E06000039	Slough	14Y	NHS Buckinghamshire CCG	1.8%	6.2%
E06000039	Slough	07W	NHS Ealing CCG	0.0%	0.1%
E06000039	Slough	15D	NHS East Berkshire CCG	33.8%	93.4%
E06000039	Slough	08G	NHS Hillingdon CCG	0.0%	0.1%
E06000039	Slough	07Y	NHS Hounslow CCG	0.0%	0.1%
E06000039	Slough	09Y	NHS North West Surrey CCG	0.0%	0.1%
E08000029	Solihull	15E	NHS Birmingham and Solihull CCG	17.0%	98.9%
E08000029	Solihull	05A	NHS Coventry and Rugby CCG	0.0%	0.1%
E08000029	Solihull	05J	NHS Redditch and Bromsgrove CCG	0.4%	0.3%
E08000029	Solihull	05L	NHS Sandwell and West Birmingham CCG	0.0%	0.1%
E08000029	Solihull	05R	NHS South Warwickshire CCG	0.4%	0.4%
E08000029	Solihull	05H	NHS Warwickshire North CCG	0.2%	0.2%
E10000027	Somerset	11E	NHS Bath and North East Somerset CCG	3.1%	1.1%
E10000027	Somerset	15C	NHS Bristol, North Somerset and South Gloucestershire CCG	0.2%	0.3%
E10000027	Somerset	15N	NHS Devon CCG	0.2%	0.5%
E10000027	Somerset	11J	NHS Dorset CCG	0.5%	0.7%
E10000027	Somerset	11X	NHS Somerset CCG	98.5%	97.3%
E10000027	Somerset	99N	NHS Wiltshire CCG	0.1%	0.1%
E06000025	South Gloucestershire	11E	NHS Bath and North East Somerset CCG	0.8%	0.6%
E06000025	South Gloucestershire	15C	NHS Bristol, North Somerset and South Gloucestershire CCG	28.2%	97.5%
E06000025	South Gloucestershire	11M	NHS Gloucestershire CCG	0.8%	1.8%
E06000025	South Gloucestershire	99N	NHS Wiltshire CCG	0.0%	0.1%
E08000023	South Tyneside	13T	NHS Newcastle Gateshead CCG	0.0%	0.2%
E08000023	South Tyneside	00N	NHS South Tyneside CCG	99.2%	99.2%
E08000023	South Tyneside	00P	NHS Sunderland CCG	0.3%	0.6%
E06000045	Southampton	10X	NHS Southampton CCG	94.9%	99.5%
E06000045	Southampton	11A	NHS West Hampshire CCG	0.2%	0.5%
E06000033	Southend-on-Sea	99F	NHS Castle Point and Rochford CCG	4.8%	4.7%
E06000033	Southend-on-Sea	99G	NHS Southend CCG	96.7%	95.3%
E09000028	Southwark	07R	NHS Camden CCG	0.3%	0.3%
E09000028	Southwark	09A	NHS Central London (Westminster) CCG	2.5%	1.6%
E09000028	Southwark	08C	NHS Hammersmith and Fulham CCG	0.7%	0.5%
E09000028	Southwark	08K	NHS Lambeth CCG	6.6%	7.7%
E09000028	Southwark	08L	NHS Lewisham CCG	2.1%	2.0%
E09000028	Southwark	08Q	NHS Southwark CCG	94.1%	87.9%
E09000028	Southwark	08X	NHS Wandsworth CCG	0.1%	0.1%
E08000013	St. Helens	01F	NHS Halton CCG	0.2%	0.1%
E08000013	St. Helens	01J	NHS Knowsley CCG	2.6%	2.3%
E08000013	St. Helens	01X	NHS St Helens CCG	91.2%	96.3%
E08000013	St. Helens	02E	NHS Warrington CCG	0.1%	0.1%
E08000013	St. Helens	02H	NHS Wigan Borough CCG	0.7%	1.2%
E10000028	Staffordshire	15E	NHS Birmingham and Solihull CCG	0.3%	0.4%
E10000028	Staffordshire	04Y	NHS Cannock Chase CCG	99.3%	14.9%
E10000028	Staffordshire	15M	NHS Derby and Derbyshire CCG	0.5%	0.5%
E10000028	Staffordshire	05C	NHS Dudley CCG	1.4%	0.5%
E10000028	Staffordshire	05D	NHS East Staffordshire CCG	92.1%	14.7%
E10000028	Staffordshire	01C	NHS Eastern Cheshire CCG	0.6%	0.1%
E10000028	Staffordshire	05G	NHS North Staffordshire CCG	95.1%	23.4%
E10000028	Staffordshire	05N	NHS Shropshire CCG	1.0%	0.3%
E10000028	Staffordshire	01R	NHS South Cheshire CCG	0.5%	0.1%
E10000028	Staffordshire	05Q	NHS South East Staffs and Seisdon Peninsular CCG	96.2%	23.6%
E10000028	Staffordshire	05V	NHS Stafford and Surrounds CCG	99.5%	16.7%
E10000028	Staffordshire	05W	NHS Stoke on Trent CCG	8.8%	2.9%
E10000028	Staffordshire	05X	NHS Telford and Wrekin CCG	1.0%	0.2%
E10000028	Staffordshire	05Y	NHS Walsall CCG	1.6%	0.5%
E10000028	Staffordshire	05H	NHS Warwickshire North CCG	1.1%	0.2%
E10000028	Staffordshire	06A	NHS Wolverhampton CCG	2.6%	0.8%
E10000028	Staffordshire	06D	NHS Wyre Forest CCG	0.2%	0.0%
E08000007	Stockport	01C	NHS Eastern Cheshire CCG	1.6%	1.1%
E08000007	Stockport	14L	NHS Manchester CCG	1.1%	2.2%
E08000007	Stockport	01W	NHS Stockport CCG	94.9%	96.5%
E08000007	Stockport	01Y	NHS Tameside and Glossop CCG	0.2%	0.2%
E06000004	Stockton-on-Tees	00C	NHS Darlington CCG	0.4%	0.2%
E06000004	Stockton-on-Tees	00D	NHS Durham Dales, Easington and Sedgfield CCG	0.4%	0.6%
E06000004	Stockton-on-Tees	03D	NHS Hambleton, Richmondshire and Whitby CCG	0.1%	0.1%
E06000004	Stockton-on-Tees	00K	NHS Hartlepool and Stockton-On-Tees CCG	66.9%	98.4%
E06000004	Stockton-on-Tees	00M	NHS South Tees CCG	0.4%	0.7%

E06000021	Stoke-on-Trent	05G	NHS North Staffordshire CCG	3.3%	2.7%
E06000021	Stoke-on-Trent	05V	NHS Stafford and Surrounds CCG	0.5%	0.3%
E06000021	Stoke-on-Trent	05W	NHS Stoke on Trent CCG	91.2%	97.1%
E10000029	Suffolk	06H	NHS Cambridgeshire and Peterborough CCG	0.2%	0.2%
E10000029	Suffolk	06M	NHS Great Yarmouth and Waveney CCG	52.3%	16.3%
E10000029	Suffolk	06L	NHS Ipswich and East Suffolk CCG	99.6%	52.9%
E10000029	Suffolk	06T	NHS North East Essex CCG	1.4%	0.6%
E10000029	Suffolk	06Y	NHS South Norfolk CCG	1.1%	0.3%
E10000029	Suffolk	07H	NHS West Essex CCG	0.1%	0.0%
E10000029	Suffolk	07K	NHS West Suffolk CCG	91.1%	29.7%
E08000024	Sunderland	00D	NHS Durham Dales, Easington and Sedgefield CCG	0.9%	0.9%
E08000024	Sunderland	13T	NHS Newcastle Gateshead CCG	0.5%	0.9%
E08000024	Sunderland	00J	NHS North Durham CCG	2.2%	1.9%
E08000024	Sunderland	00N	NHS South Tyneside CCG	0.5%	0.3%
E08000024	Sunderland	00P	NHS Sunderland CCG	98.5%	96.0%
E10000030	Surrey	07Q	NHS Bromley CCG	0.4%	0.1%
E10000030	Surrey	09G	NHS Coastal West Sussex CCG	0.2%	0.0%
E10000030	Surrey	09H	NHS Crawley CCG	6.6%	0.7%
E10000030	Surrey	07V	NHS Croydon CCG	1.3%	0.4%
E10000030	Surrey	15D	NHS East Berkshire CCG	3.4%	1.2%
E10000030	Surrey	09L	NHS East Surrey CCG	96.6%	14.1%
E10000030	Surrey	09N	NHS Guildford and Waverley CCG	94.0%	16.9%
E10000030	Surrey	09X	NHS Horsham and Mid Sussex CCG	1.5%	0.3%
E10000030	Surrey	07Y	NHS Hounslow CCG	0.7%	0.2%
E10000030	Surrey	08J	NHS Kingston CCG	4.5%	0.7%
E10000030	Surrey	08R	NHS Merton CCG	0.3%	0.0%
E10000030	Surrey	99M	NHS North East Hampshire and Farnham CCG	23.0%	4.2%
E10000030	Surrey	10J	NHS North Hampshire CCG	0.1%	0.0%
E10000030	Surrey	09Y	NHS North West Surrey CCG	99.4%	29.5%
E10000030	Surrey	08P	NHS Richmond CCG	0.7%	0.1%
E10000030	Surrey	10V	NHS South Eastern Hampshire CCG	0.1%	0.0%
E10000030	Surrey	99H	NHS Surrey Downs CCG	97.4%	23.8%
E10000030	Surrey	10C	NHS Surrey Heath CCG	98.9%	7.6%
E10000030	Surrey	08T	NHS Sutton CCG	1.2%	0.2%
E10000030	Surrey	99J	NHS West Kent CCG	0.2%	0.0%
E09000029	Sutton	07V	NHS Croydon CCG	1.0%	1.9%
E09000029	Sutton	08J	NHS Kingston CCG	3.5%	3.4%
E09000029	Sutton	08K	NHS Lambeth CCG	0.1%	0.2%
E09000029	Sutton	08R	NHS Merton CCG	6.3%	6.7%
E09000029	Sutton	99H	NHS Surrey Downs CCG	1.3%	1.9%
E09000029	Sutton	08T	NHS Sutton CCG	94.7%	85.6%
E09000029	Sutton	08X	NHS Wandsworth CCG	0.2%	0.3%
E06000030	Swindon	11M	NHS Gloucestershire CCG	0.0%	0.2%
E06000030	Swindon	12D	NHS Swindon CCG	96.0%	98.2%
E06000030	Swindon	99N	NHS Wiltshire CCG	0.7%	1.5%
E08000008	Tameside	14L	NHS Manchester CCG	2.2%	5.8%
E08000008	Tameside	00Y	NHS Oldham CCG	3.6%	3.9%
E08000008	Tameside	01W	NHS Stockport CCG	1.8%	2.3%
E08000008	Tameside	01Y	NHS Tameside and Glossop CCG	85.2%	88.0%
E06000020	Telford and Wrekin	05N	NHS Shropshire CCG	1.8%	2.9%
E06000020	Telford and Wrekin	05X	NHS Telford and Wrekin CCG	96.7%	97.1%
E06000034	Thurrock	07L	NHS Barking and Dagenham CCG	0.3%	0.3%
E06000034	Thurrock	99E	NHS Basildon and Brentwood CCG	0.2%	0.3%
E06000034	Thurrock	08F	NHS Havering CCG	0.2%	0.4%
E06000034	Thurrock	07G	NHS Thurrock CCG	98.5%	99.0%
E06000027	Torbay	15N	NHS Devon CCG	11.7%	100.0%
E09000030	Tower Hamlets	07R	NHS Camden CCG	1.1%	0.9%
E09000030	Tower Hamlets	09A	NHS Central London (Westminster) CCG	0.5%	0.3%
E09000030	Tower Hamlets	07T	NHS City and Hackney CCG	0.9%	0.9%
E09000030	Tower Hamlets	08C	NHS Hammersmith and Fulham CCG	0.8%	0.5%
E09000030	Tower Hamlets	08H	NHS Islington CCG	0.2%	0.1%
E09000030	Tower Hamlets	08M	NHS Newham CCG	0.2%	0.2%
E09000030	Tower Hamlets	08V	NHS Tower Hamlets CCG	98.9%	96.9%
E08000009	Trafford	14L	NHS Manchester CCG	2.7%	7.0%
E08000009	Trafford	01G	NHS Salford CCG	0.1%	0.1%
E08000009	Trafford	02A	NHS Trafford CCG	95.7%	92.7%
E08000009	Trafford	02E	NHS Warrington CCG	0.1%	0.1%
E08000036	Wakefield	02P	NHS Barnsley CCG	0.9%	0.6%
E08000036	Wakefield	15F	NHS Leeds CCG	0.4%	1.0%
E08000036	Wakefield	03J	NHS North Kirklees CCG	0.6%	0.3%
E08000036	Wakefield	03R	NHS Wakefield CCG	94.5%	98.0%
E08000030	Walsall	15E	NHS Birmingham and Solihull CCG	1.1%	4.8%
E08000030	Walsall	04Y	NHS Cannock Chase CCG	0.7%	0.3%
E08000030	Walsall	05L	NHS Sandwell and West Birmingham CCG	1.6%	3.1%
E08000030	Walsall	05Y	NHS Walsall CCG	92.8%	90.4%
E08000030	Walsall	06A	NHS Wolverhampton CCG	1.4%	1.4%
E09000031	Waltham Forest	07T	NHS City and Hackney CCG	0.4%	0.4%
E09000031	Waltham Forest	08C	NHS Hammersmith and Fulham CCG	0.3%	0.2%
E09000031	Waltham Forest	08D	NHS Haringey CCG	0.1%	0.1%
E09000031	Waltham Forest	08M	NHS Newham CCG	1.3%	1.7%
E09000031	Waltham Forest	08N	NHS Redbridge CCG	1.4%	1.4%
E09000031	Waltham Forest	08W	NHS Waltham Forest CCG	94.3%	96.1%

E09000032	Wandsworth	09A	NHS Central London (Westminster) CCG	0.9%	0.6%
E09000032	Wandsworth	08C	NHS Hammersmith and Fulham CCG	1.0%	0.6%
E09000032	Wandsworth	08J	NHS Kingston CCG	0.1%	0.0%
E09000032	Wandsworth	08K	NHS Lambeth CCG	3.2%	3.5%
E09000032	Wandsworth	08R	NHS Merton CCG	2.8%	1.6%
E09000032	Wandsworth	08P	NHS Richmond CCG	1.3%	0.7%
E09000032	Wandsworth	08X	NHS Wandsworth CCG	88.3%	92.6%
E09000032	Wandsworth	08Y	NHS West London (K&C & QPP) CCG	0.7%	0.4%
E06000007	Warrington	01F	NHS Halton CCG	0.3%	0.2%
E06000007	Warrington	01G	NHS Salford CCG	0.5%	0.6%
E06000007	Warrington	01X	NHS St Helens CCG	2.2%	2.0%
E06000007	Warrington	02E	NHS Warrington CCG	97.6%	97.0%
E06000007	Warrington	02H	NHS Wigan Borough CCG	0.2%	0.2%
E10000031	Warwickshire	15E	NHS Birmingham and Solihull CCG	0.2%	0.5%
E10000031	Warwickshire	05A	NHS Coventry and Rugby CCG	25.2%	21.5%
E10000031	Warwickshire	11M	NHS Gloucestershire CCG	0.2%	0.2%
E10000031	Warwickshire	04G	NHS Nene CCG	0.2%	0.2%
E10000031	Warwickshire	10Q	NHS Oxfordshire CCG	0.3%	0.3%
E10000031	Warwickshire	05J	NHS Redditch and Bromsgrove CCG	0.7%	0.2%
E10000031	Warwickshire	05Q	NHS South East Staffs and Seisdon Peninsular CCG	0.8%	0.3%
E10000031	Warwickshire	05R	NHS South Warwickshire CCG	96.1%	45.8%
E10000031	Warwickshire	05H	NHS Warwickshire North CCG	96.7%	30.7%
E10000031	Warwickshire	04V	NHS West Leicestershire CCG	0.5%	0.3%
E06000037	West Berkshire	15A	NHS Berkshire West CCG	30.0%	97.6%
E06000037	West Berkshire	10J	NHS North Hampshire CCG	0.7%	0.9%
E06000037	West Berkshire	10Q	NHS Oxfordshire CCG	0.2%	1.1%
E06000037	West Berkshire	99N	NHS Wiltshire CCG	0.1%	0.4%
E10000032	West Sussex	09D	NHS Brighton and Hove CCG	1.1%	0.4%
E10000032	West Sussex	09G	NHS Coastal West Sussex CCG	99.5%	57.5%
E10000032	West Sussex	09H	NHS Crawley CCG	93.4%	14.0%
E10000032	West Sussex	09L	NHS East Surrey CCG	0.3%	0.0%
E10000032	West Sussex	09N	NHS Guildford and Waverley CCG	3.1%	0.8%
E10000032	West Sussex	99K	NHS High Weald Lewes Havens CCG	1.1%	0.2%
E10000032	West Sussex	09X	NHS Horsham and Mid Sussex CCG	95.7%	25.9%
E10000032	West Sussex	10V	NHS South Eastern Hampshire CCG	4.1%	1.0%
E10000032	West Sussex	99H	NHS Surrey Downs CCG	0.6%	0.2%
E09000033	Westminster	07P	NHS Brent CCG	1.3%	2.0%
E09000033	Westminster	07R	NHS Camden CCG	3.0%	3.4%
E09000033	Westminster	09A	NHS Central London (Westminster) CCG	79.3%	71.3%
E09000033	Westminster	08C	NHS Hammersmith and Fulham CCG	0.6%	0.6%
E09000033	Westminster	08K	NHS Lambeth CCG	0.1%	0.2%
E09000033	Westminster	08Y	NHS West London (K&C & QPP) CCG	23.1%	22.6%
E08000010	Wigan	00T	NHS Bolton CCG	0.2%	0.1%
E08000010	Wigan	01G	NHS Salford CCG	0.8%	0.6%
E08000010	Wigan	01X	NHS St Helens CCG	3.8%	2.2%
E08000010	Wigan	02E	NHS Warrington CCG	0.4%	0.2%
E08000010	Wigan	02G	NHS West Lancashire CCG	2.8%	1.0%
E08000010	Wigan	02H	NHS Wigan Borough CCG	96.7%	95.7%
E06000054	Wiltshire	11E	NHS Bath and North East Somerset CCG	0.9%	0.4%
E06000054	Wiltshire	15A	NHS Berkshire West CCG	0.2%	0.2%
E06000054	Wiltshire	15C	NHS Bristol, North Somerset and South Gloucestershire CCG	0.2%	0.5%
E06000054	Wiltshire	11J	NHS Dorset CCG	0.3%	0.4%
E06000054	Wiltshire	11M	NHS Gloucestershire CCG	0.4%	0.5%
E06000054	Wiltshire	11X	NHS Somerset CCG	0.3%	0.4%
E06000054	Wiltshire	12D	NHS Swindon CCG	1.3%	0.6%
E06000054	Wiltshire	11A	NHS West Hampshire CCG	0.1%	0.2%
E06000054	Wiltshire	99N	NHS Wiltshire CCG	96.7%	96.8%
E06000040	Windsor and Maidenhead	15A	NHS Berkshire West CCG	0.4%	1.3%
E06000040	Windsor and Maidenhead	14Y	NHS Buckinghamshire CCG	0.3%	1.1%
E06000040	Windsor and Maidenhead	15D	NHS East Berkshire CCG	34.1%	96.9%
E06000040	Windsor and Maidenhead	09Y	NHS North West Surrey CCG	0.2%	0.5%
E06000040	Windsor and Maidenhead	10Q	NHS Oxfordshire CCG	0.0%	0.2%
E06000040	Windsor and Maidenhead	10C	NHS Surrey Heath CCG	0.1%	0.0%
E08000015	Wirral	02F	NHS West Cheshire CCG	0.4%	0.3%
E08000015	Wirral	12F	NHS Wirral CCG	99.7%	99.7%
E06000041	Wokingham	15A	NHS Berkshire West CCG	31.5%	97.0%
E06000041	Wokingham	15D	NHS East Berkshire CCG	1.0%	2.6%
E06000041	Wokingham	10Q	NHS Oxfordshire CCG	0.1%	0.4%
E08000031	Wolverhampton	05C	NHS Dudley CCG	1.3%	1.5%
E08000031	Wolverhampton	05L	NHS Sandwell and West Birmingham CCG	0.1%	0.3%
E08000031	Wolverhampton	05Q	NHS South East Staffs and Seisdon Peninsular CCG	1.8%	1.4%
E08000031	Wolverhampton	05Y	NHS Walsall CCG	3.4%	3.5%
E08000031	Wolverhampton	06A	NHS Wolverhampton CCG	93.8%	93.4%
E10000034	Worcestershire	15E	NHS Birmingham and Solihull CCG	0.9%	2.0%
E10000034	Worcestershire	05C	NHS Dudley CCG	0.7%	0.4%
E10000034	Worcestershire	11M	NHS Gloucestershire CCG	0.5%	0.6%
E10000034	Worcestershire	05F	NHS Herefordshire CCG	0.9%	0.3%
E10000034	Worcestershire	05J	NHS Redditch and Bromsgrove CCG	95.8%	27.7%
E10000034	Worcestershire	05N	NHS Shropshire CCG	0.3%	0.1%
E10000034	Worcestershire	05R	NHS South Warwickshire CCG	2.3%	1.1%
E10000034	Worcestershire	05T	NHS South Worcestershire CCG	97.2%	49.3%
E10000034	Worcestershire	06D	NHS Wyre Forest CCG	98.3%	18.6%
E06000014	York	03E	NHS Harrogate and Rural District CCG	0.2%	0.1%
E06000014	York	03Q	NHS Vale of York CCG	60.2%	99.9%

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**DATED**

**2019**

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**NHS SHROPSHIRE CLINICAL  
COMMISSIONING GROUP** (1)  
**and**

**SHROPSHIRE COUNCIL** (2)

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**VARIATION  
AGREEMENT**

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**BETWEEN:**

- (1) **NHS SHROPSHIRE CLINICAL COMMISSIONING GROUP** William Farr House, Mytton Oak Rd, Shrewsbury SY3 8XF (the "CCG"); and
  - (2) **SHROPSHIRE COUNCIL** whose offices are at Shirehall, Abbey Foregate, Shrewsbury, Shropshire SY2 6ND (the "Council")
- A. The CCG and the Council purported to enter into an agreement pursuant to Section 75 of the 2006 Act with respect to arrangements relating to the Better Care Fund 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, ("the Section 75 Agreement") in or around October 2018.
  - B. The CCG and the Council shall agree the intended completion date of the Section 75 Agreement by the terms of this Variation Agreement
  - C. In order to ensure the Section 75 Agreement reflects the agreed arrangements for the period between **1st April 2019 and 31st October 2020** and complies with the revised NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000/617 the CCG and the Council have agreed to vary the Section 75 Agreement
  - D. The Parties have therefore agreed to restate the Section 75 Agreement on the terms set out in this Variation Agreement.

**IT IS AGREED:**

**1. Definitions and Interpretation**

- 1.1 In this Variation Agreement unless the context otherwise requires or an expression is defined as a capitalised term in clause 1.2 below, the expression shall have the meaning given to it in the Section 75 Agreement.
- 1.2 In this Variation Agreement the following terms shall have the meaning ascribed to them:

**"Amended Agreement"** means the revised version of the Section 75 Agreement attached at 0 to this Variation Agreement with amendments printed in red ink to show the amendments agreed by the Parties to this Variation Agreement; ;

**"Variation Agreement"** means this agreement which, when executed by the Parties, gives effect to the Amended Agreement; and

**"Variation Date"** means the later of **1st April 2019** and the date on which the Parties execute this Variation Agreement.

**2. Re-statement**

- 2.1 The Parties agree that, with effect from the Variation Date, and notwithstanding any other agreement or understanding between them in relation to the Section 75 Agreement, the terms of the Section 75 Agreement shall be deemed to be those set out in the Amended Agreement.

**3. Counterparts**

This Variation Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, but all of which together shall constitute one agreement binding on the Parties, notwithstanding that all of the Parties are not signatories to the same counterpart.

#### 4. **Effect of Amendments**

The Parties agree, for the avoidance of doubt, that the Section 75 Agreement has not been terminated but that the terms of the Section 75 Agreement have been amended as set out in this Variation Agreement.

In WITNESS WHEREOF this Variation Agreement has been executed by the Parties on the date of this Variation Agreement

Signed on behalf of **SHROPSHIRE COUNCIL**

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Authorised Signatory  
**Andy Begley**  
**Director, Adult Services**

Signed on behalf of **SHROPSHIRE CLINICAL COMMISSIONING GROUP**

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Authorised Signatory  
**David Evans,**  
**Accountable Officer, Shropshire CCG**

Amended Agreement



Dated **1<sup>st</sup> October** 2018

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**Shropshire Council**

**and**

**NHS Shropshire Clinical Commissioning Group**

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**FRAMEWORK PARTNERSHIP AGREEMENT RELATING TO THE  
COMMISSIONING OF HEALTH AND SOCIAL CARE SERVICES**

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**THIS AGREEMENT** is made on 1<sup>st</sup> October 2018

## **PARTIES**

- (1) **SHROPSHIRE COUNCIL** whose offices are at Shirehall, Abbey Foregate, Shrewsbury, Shropshire SY2 6ND (the "**Council**")
- (2) **NHS SHROPSHIRE CLINICAL COMMISSIONING GROUP** William Farr House, Mytton Oak Rd, Shrewsbury SY3 8XF (the "**CCG**")

## **BACKGROUND**

- (A) The Council has responsibility for commissioning and/or providing social care services on behalf of the population of Shropshire within its administrative area.
- (B) The CCG has the responsibility for commissioning health services pursuant to the 2006 Act in the county of Shropshire within the administrative area of the Council.
- (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 CCG and the Council 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 lead or joint commissioning arrangements. It is also a 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 in to this Agreement are to:
  - a) improve the quality and efficiency of the Services;
  - b) meet the National Conditions and Local Objectives as set out in the Better Care Fund plan;
  - c) make more effective use of resources through the establishment and maintenance of a pooled fund for revenue expenditure on the Services.
- (G) The Partners are entering into this Agreement in exercise of the powers referred to in Section 75 of the 2006 Act and/or Section 13Z(2) and 14Z(3) of the 2006 Act as applicable, to the extent that exercise of these powers is required for this Agreement.

## 1. DEFINED TERMS AND INTERPRETATION

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

**1998 Act** means the Data Protection Act 1998.

**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.

**2014 Act** means the Care Act 2014.

**2018 Act** means the Data Protection Act 2018

**Affected Partner** means, in the context of Clause 0, the Partner whose obligations under the Agreement have been affected by the occurrence of a Force Majeure Event

**Agreement** means this agreement including its Schedules and Appendices.

**Annual Report** means the annual report produced by the Partners in accordance with Clause 20 (Review)

**Approved Expenditure** means any additional expenditure approved by the Partners in relation to an Individual Service above any Contract Price Permitted Expenditure Performance Payments or agreed Third Party Costs.

**Associated Person:** means in respect of the Council, a person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest; OR any other body that substantially performs any of the functions of the Council that previously had been performed by the Council

**Authorised Officers:** means an officer of each Partner appointed to be that Partner's representative for the purpose of this Agreement and notified by each Partner to the other in writing. The Authorised Officers at the Commencement Date are: the Accountable Officer for and on behalf of the CCG and the Director of Adult Social Care for and on behalf of the Council.

**BCF Quarterly Report** means the quarterly report produced by the Partners and provided to the HWBB

**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 Assurance Framework:** is the framework used to assess Better Care Fund Plan in accordance with national guidelines.

**Better Care Fund Requirements** means any and all requirements on the CCG and Council in relation to the Better Care Fund set out in Law and guidance published by the Department of Health.

**Better Care Fund Plan** means the plan attached at Schedule 6 setting out the Partners plan for the use of the Better Care Fund.

**Bribery Act** means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation

**Care Act** means the Care Act 2014 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation

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

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

**Commencement Date** means 00:01 hrs on **1<sup>ST</sup> April 2018**.

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

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

**Contract Price** means any sum payable 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:

- a) **Prior to 25<sup>th</sup> May 2018:**

the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive)

Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner; and

**b) After 25<sup>th</sup> May 2018:**

i) all applicable Law about the processing of personal data and privacy; and

ii) The Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 including if applicable legally binding guidance and codes of practice issued by the Information Commissioner; and

iii) to the extent that it relates to processing of personal data and privacy, any Laws that come into force which amend, supersede or replace existing Laws including the GDPR, the (LED Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time including the DPA 2018

**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.

**Expiry Date:** means the last date of the Term following the expiry of a notice to terminate this Agreement given by one Partner to the other in accordance with clause 22

**Financial Contributions** means the financial contributions made by each Partner to a Pooled Fund or which are made the subject of a Non Pooled Fund for expenditure on the Services in any Financial Year.

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

**Force Majeure Event** means one or more of the following:

- (a) war, civil war (whether declared or undeclared), riot or armed conflict;
- (b) acts of terrorism;
- (c) acts of God;
- (d) fire or flood;
- (e) industrial action;

- (f) prevention from or hindrance in obtaining raw materials, energy or other supplies;
  - (g) any form of contamination or virus outbreak; and
  - (h) any other event,
- 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

**GDPR:** Means the General Data Protection Regulation 2016/679

**Health Related Functions** means those of the health related functions of the Council, specified in Regulation 6 of the Regulations (as amended or replaced by the Care Act) as relevant to the commissioning of the Services and which may be further described in the relevant Scheme Specification.

**Health and Wellbeing Board** means the Health and Wellbeing Board (**HWBB**) established by the Council pursuant to Section 194 of the Health and Social Care Act 2012 and which is responsible for the performance and oversight of this Agreement as set out in Schedule 2 (Governance) .

**Health and Wellbeing Delivery Group:** is a subgroup of the HWBB that supports the delivery of the HWB Strategy. It also supports the delivery of the BCF through its subgroup – the Joint Commissioning Group. The group works to the vision and aims of the HWBB and works to take a whole system approach to improving population health.

**Healthy Lives Prevention Programme:** is the Shropshire partnership prevention programme that focuses on taking a whole system approach to reducing demand on services and relies on working together in partnership to deliver activity; it works across organisations and partnership groups and supports integration across health and care as set out in the Health and Wellbeing Strategy.

**Health and Wellbeing Strategy** is the strategy produced by the HWBB to describe key local health and care issues and explaining the role of the HWBB towards making improvements to these issues

**Improved Better Care Fund (IBCF)** 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.

**JCG:** means the Shropshire Joint Commissioning Group whose terms of reference are set out in Schedule 2 to this Agreement

**Joint Needs Assessment**

**LED:** Law Enforcement Directive (Directive (EU) 2016/680)

**Local Objectives:** Objectives as set out in the Better Care Fund Plan

**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 National Guidance as are amended or replaced from time to time.

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

**NHS Functions** means those of the NHS functions listed in Regulation 5 of the Regulations as are exercisable by the CCG 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 each of the Partners which are not included in the Pooled Fund but which will be spent to fund the Individual Schemes as set out in the relevant Scheme Specifications and in accordance with any Joint (Aligned) Commissioning Arrangements.

**Non-Recurrent Payments** means funding provided by a Partner to a Pooled Fund in addition to the Financial Contributions pursuant to arrangements agreed in accordance with Clause 8.3

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

**Out of Hospital Programme (also known as Care Closer to Home):** is the programme of work to redesign health and care provision in communities across Shropshire.

**Out of Hospital Programme (also known as the Care Closer to Home Board):** is the Board that governs the Care Closer to Home work and puts forward proposals for transformation to health and care provision to the CCG governing body.

**Partner** means each of the CCG and the Council, and references to "**Partners**" shall be construed accordingly and such reference shall include each Partner's employees (paid or unpaid) agents, servants, consultants and contractors.

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

**Permitted Expenditure** has the meaning given in Clause 7.3.

**Personal Data** means Personal Data as defined **the GDPR and 2018 Act**

**Pooled Fund** means any pooled fund established from the Financial Contributions of the Partners as particularly set out in Schedule 3 and maintained by the Partners as

a pooled fund in accordance with the Regulations in order to fund an Individual Scheme, as more particularly described in the relevant Scheme Specification.

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

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

**Prohibited Act:** the following constitute Prohibited Acts:

a) to directly or indirectly offer, promise or give any person working for or engaged by the Partners a financial or other advantage to:

- i) induce that person to perform improperly a relevant function or activity; or
- ii) reward that person for improper performance of a relevant function or activity;

b) to directly or indirectly request, agree to receive or accept any financial or other advantage as a inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;

c) committing any offence:

- i) under the Bribery Act
- ii) under legislation creating offences concerning fraudulent act;
- iii) at common law concerning fraudulent acts relating to this Agreement and any other contracts with the [Partners]; or

d) defrauding, attempting to defraud or conspiring to defraud the [Partners]

**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.

**Regulations** means the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 No 617 as amended or replaced by the Care Act

**Regulated Activity:** in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006

**Regulatory Body:** those government departments and regulatory, statutory and other entities, committees and bodies that, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this Agreement, or any other affairs of the Parties

**Regulated Provider:** as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006

**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.

**Scheme Specification** means a specification setting out the arrangements for an Individual Scheme agreed by the Partners to be commissioned under this Agreement. and set out in Part 2 of Schedule 1.

**Section 75** means section 75 of the 2006 Act.

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

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

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

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

**Shropshire Together:** Shropshire Together is the brand that supports the HWBB and partnership communication activity across health and care (including Healthy Lives Prevention Programme)

**SOSH** means the Secretary of State for Health.

**Sustainability and Transformation Partnership (Plans) – STP** - The NHS and local councils have formed partnerships in 44 areas covering all of England, to improve health and care. Each area has developed proposals built around the needs of the whole population in the area, not just those of individual organisations.

**Term:** means the period commencing on the Commencement Date and expiring on the Expiry Date

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



**TUPE:** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246).

**Underspend** means any expenditure from a Pooled Fund or Non Pooled Fund in respect of an Individual Scheme in a Financial Year which is less than the Financial Contributions allocated to that Individual Scheme for that Financial Year

**VCSA:** is the Voluntary and Community Sector Assembly and is a membership organisation that acts as the voice of the VCSE sector in Shropshire, and supports partnership working between the statutory and community sectors

**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.

2. In this Agreement, all references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made there under 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.
3. Any headings to Clauses, together with the front cover and the index are for convenience only and shall not affect the meaning of this Agreement. Unless the contrary is stated, references to Clauses and Schedules shall mean the clauses and schedules of this Agreement.
4. Any reference to the Partners shall include their respective statutory successors, employees and agents.
5. In the event of a conflict, the conditions set out in the Clauses to this Agreement shall take priority over the Schedules.
6. Where a term of this Agreement provides for a list of items following the word "including" or "includes", then such list is not to be interpreted as being an exhaustive list.
7. In this Agreement, words importing any particular gender include all other genders, and the term "person" includes any individual, partnership, firm, trust, body corporate, government, governmental body, trust, agency, unincorporated body of persons or association and a reference to a person includes a reference to that person's successors and permitted assigns.
8. In this Agreement, words importing the singular only shall include the plural and vice versa.
9. In this Agreement, "staff" and "employees" shall have the same meaning and shall include reference to any full or part time employee or officer, director, manager and agent.



10. Subject to the contrary being stated expressly or implied from the context in these terms and conditions, all communication between the Partners shall be in writing.
11. Unless expressly stated otherwise, all monetary amounts are expressed in pounds sterling but in the event that pounds sterling is replaced as legal tender in the United Kingdom by a different currency then all monetary amounts shall be converted into such other currency at the rate prevailing on the date such other currency first became legal tender in the United Kingdom.
12. All references to the Agreement include (subject to all relevant approvals) a reference to the Agreement as amended, supplemented, substituted, novated or assigned from time to time.

## **2. TERM**

1. This Agreement shall take effect from the Commencement Date.
2. This Agreement shall continue until it is terminated in accordance with Clause 22.
3. The duration of the arrangements for each Individual Scheme shall be as set out in the relevant Scheme Specification and for the avoidance of doubt the duration of each Individual Scheme shall not go beyond the duration of this Agreement.

## **3 GENERAL PRINCIPLES**

1. Nothing in this Agreement shall affect:
  - 1.1.1. the liabilities of the Partners to each other or to any third parties for the exercise of their respective functions and obligations; or
  - 1.1.2. any power or duty to recover charges for the provision of any services in the exercise of any local authority function.
2. The Partners agree to:
  - 3.2.1. treat each other with respect and an equality of esteem;
  - 3.2.2. be open with information about the performance and financial status of each; and
  - 3.2.3. provide early information and notice about relevant problems.
3. For the avoidance of doubt, the aims and outcomes relating to an Individual Scheme may be set out in the relevant Scheme specification.

## **4. PARTNERSHIP FLEXIBILITIES**

1. This Agreement sets out the mechanism through which the Partners will work together to establish one or more of the following:
  - 1.1.3. Lead Commissioning Arrangements;
  - 1.1.4. Integrated Commissioning



1.1.5. Joint (Aligned) Commissioning

1.1.6. the establishment of one or more Pooled Funds

in relation to Individual Schemes (the "Flexibilities")

2. Where there is Lead Commissioning Arrangements and the CCG is Lead Commissioner the Council delegates to the CCG and the CCG agrees to exercise, on the Council's behalf, the Health Related Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the NHS Functions.
3. Where there is Lead Commissioning Arrangements and the Council is Lead Commissioner, the CCG delegates to the Council and the Council agrees to exercise on the CCG'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.
4. Where the powers of a Partner to delegate any of its statutory powers or functions are restricted, such limitations will automatically be deemed to apply to the relevant Scheme Specification and the Partners shall agree arrangements designed to achieve the greatest degree of delegation to the other Partner necessary for the purposes of this Agreement which is consistent with the statutory constraints.

**5. FUNCTIONS**

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.
  - 5.1.1 This Agreement shall include such Functions as shall be agreed from time to time by the Partners as are necessary to commission or otherwise secure provision of the Services in accordance with their obligations under this Agreement.
  - 5.1.2. The Scheme Specifications for the Individual Schemes included as part of this Agreement at the Commencement Date are set out in Schedule 1 Part 2
2. Where the Partners add a new Individual Scheme to this Agreement a Scheme Specification for each Individual Scheme shall be in the form set out in Schedule 1 and shall be completed and agreed between the Partners, through working groups and governance set out in. The Scheme Specification current at the date of this Agreement is set out in Schedule 1
3. The Partners shall not enter into a Scheme Specification in respect of an Individual Scheme unless they are satisfied that the Individual Scheme in question will improve health and well-being in accordance with this Agreement.
4. The introduction of any Individual Scheme will be subject to business case approval by the JCG or by delegated authority as directed by the HWBB, and the CCG and the Council governing processes as appropriate. The business case will also recommend the commissioning arrangements in relation to new schemes.

## **6. COMMISSIONING ARRANGEMENTS**

### **General**

1. The Partners shall comply with the commissioning arrangements as set out in the relevant Scheme Specification
2. The Partners shall comply with all relevant legal duties and guidance of both Partners in relation to the Services being commissioned.
3. Each Partner shall keep the other Partner and the JCG and where applicable, the HWWB, 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.

### **Integrated Commissioning / Joint (Aligned) Commissioning**

4. Where there are Integrated or Joint (Aligned) Commissioning arrangements in respect of an Individual Scheme, both Partners shall work in cooperation and shall endeavour to ensure that the Functions are able to be exercised by the relevant Partner in compliance with its statutory duties and so as to ensure that the Services are commissioned and provided with due skill, care and attention. Where there is Integrated or Joint (Aligned) Commissioning then prior to any new Service Contract being entered into the Partners shall agree in writing how the liability under each Services Contract shall be apportioned in the event of termination of the relevant Individual Scheme
2. In Integrated Commissioning Arrangements, the Partners agree that they shall both be responsible for compliance with and making payments of all sums due to a Provider pursuant to the terms of each Service Contract, details to be described in schedule 3.
6. Both Partners shall be responsible for compliance with and making payments of all sums due to a Provider pursuant to the terms of each Service Contract.
7. Both Partners shall work in cooperation and endeavour to ensure that the relevant Services as set out in each Scheme Specification are commissioned within each Partners Financial Contribution in respect of that particular Service in each Financial Year.
8. The Partners shall comply with the arrangements in respect of Joint (Aligned) Commissioning as set out in the relevant Scheme Specification. Where one Partner is acting as Provider or sole commissioner as part of a Joint (Aligned) Commissioning arrangement, it shall ensure that the Services which are the subject of those arrangements are commissioned and (where appropriate) provided with due skill, care and attention and in accordance with any Scheme or Service Specification. A Partner acting as a Provider or sole commissioner of a Service in a Joint (Aligned) Commissioning arrangement shall report to the HWWB and the relevant governance arrangements for the Council and the CCG, for the delivery and commissioning of the relevant Services in accordance with the National Conditions and the Local Objectives.

9. The JCG will report back to the HWBB as required by its terms of reference set out in Schedule 2.

### **Lead Commissioner**

10. Where there are Lead Commissioning Arrangements in respect of an Individual Scheme the Lead Commissioner shall:
  - 2.1.1. list of exercise the Functions as identified in the relevant Scheme Specification;
  - 2.1.2. endeavour to ensure that the Functions are funded within the parameters of the Financial Contributions of each Partner in relation to each particular Service in each Financial Year.
  - 2.1.3. commission Services for individuals who meet the eligibility criteria set out in the relevant Scheme Specification;
  - 2.1.4. contract with Provider(s) for the provision of the Services on terms agreed with the other Partners;
  - 2.1.5. comply with all relevant legal duties and guidance of both Partners in relation to the Services being commissioned;
  - 2.1.6. where Services are commissioned using the NHS Standard Form Contract, perform the obligations of the “Commissioner” and “Co-ordinating Commissioner” with all due skill care and attention and where Services are commissioned using any other form of contract to perform its obligations with all due skill and attention;
  - 2.1.7. perform the obligations of the Commissioner with all due skill, care and attention
  - 2.1.8. undertake performance management and contract monitoring of all Service Contracts;
  - 2.1.9. make payment of all sums due to a Provider pursuant to the terms of any Services Contract.
  - 2.1.10. keep the other Partner regularly informed of the effectiveness of the arrangements including the Better Care Fund and any Overspend or Underspend in a Pooled Fund and if applicable, a Non Pooled Fund.

### **7. ESTABLISHMENT OF A POOLED FUND**

1. In exercise of their respective powers under Section 75 of the 2006 Act, the Partners have agreed to establish and maintain such pooled funds for revenue expenditure as set out in the Scheme Specifications.
2. Each Pooled Fund shall be managed and maintained in accordance with the terms of this Agreement.

3. It is agreed that the monies held in a Pooled Fund may only be expended on the following:
  - 2.1.11. the Contract Price;
  - 2.1.12. the Permitted Budget;
  - 2.1.13. Performance Payments;
  - 2.1.14. Third Party Costs where these are set out in the relevant Scheme Specification or as otherwise agreed in writing by the JCG or the HWBB following authorisation from the Partners, further to clause 8.22 below, where appropriate
  - 2.1.15. Approved Expenditure as set out in the relevant Scheme Specification or as otherwise agreed in advance in writing by the JCG or the HWBB when required

("Permitted Expenditure")
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 or JCG and if required, by the HWBB.
5. For the avoidance of doubt, monies held in the Pooled Fund may not be expended on Default Liabilities unless this is agreed by all Partners in accordance with clause 7.4.
6. The Host Partner for the Better Care Fund Pooled Budget is agreed as the Council. The Host Partner shall be the Partner responsible for:
  - 2.1.16. holding all monies contributed to the Pooled Fund on behalf of itself and the other Partner;
  - 2.1.17. providing the financial administrative systems for the Pooled Fund; and
  - 2.1.18. appointing the Pooled Fund Manager;
  - 2.1.19. ensuring that the Pooled Fund Manager complies with its obligations under this Agreement.
  - 2.1.20. any other expenditure connected with the provision of the Services and approved by the Partners

## **8. POOLED FUND MANAGEMENT**

1. The Pooled Funds identified as part of the Better Care Fund will be managed by the Pooled Fund Manager and shall have the following duties and responsibilities:
  - 2.1.21. the day to day operation and management of the Pooled Fund;
  - 2.1.22. ensuring that all expenditure from the Pooled Fund is in accordance with the provisions of this Agreement and the relevant Scheme Specification;

- 2.1.23. maintaining an overview of all joint financial issues affecting the Partners in relation to the Services and the Pooled Fund and reporting processes;
- 2.1.24. ensuring that full and proper records for accounting purposes are kept in respect of the Pooled Fund;
- 2.1.25. reporting to the JCG and the HWBB as required;
- 2.1.26. ensuring action is taken to manage any projected under or overspends relating to the Pooled Fund in accordance with this Agreement;
- 2.1.27. preparing and submitting to the JCG and the HWBB Quarterly reports (as required or more frequent reports if required) 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 HWBB to monitor the effectiveness of the Pooled Fund and to enable the Partners to complete their own financial accounts and returns;
- 2.1.28. ensuring that the Partners are able to meet all of their statutory financial reporting requirements arising in connection with this Agreement including the Partners' own audit obligations (the time frame for the delivery of such reporting requirements, to be agreed by the JCG in accordance with the Partners' respective requirements); and
- 8.1.9 preparing and submitting reports to the HWBB as may be required by it and any relevant National Guidance.
- 2. In carrying out its responsibilities as provided under Clause 8.1 the Pooled Fund Manager shall have regard to National Guidance and the directions of the JCG and/or HWBB as applicable and shall be accountable to the Partners for delivery of those responsibilities.
- 8.2.1 The Partners shall provide all information necessary to the Pooled Fund Manager to enable it to comply with its obligations set out in Clause 8.1
- 8.2.2. The virement of Financial Contributions within Pooled Funds allocated to Individual Schemes shall only be permitted if recommended by the HWBB (or the JCG through delegated authority) and authorised by the Partners further to their own respective governance arrangements.
- 3. Subject to clause 8.2.2, the JCG may agree to the viring of funds between Pooled Funds or amending the allocation of the Pooled Fund between Individual Schemes.
- 9. MANAGEMENT OF NON- POOLED FUNDS**
- 1. Any Financial Contributions agreed to be held within a Non- Pooled Fund will be notionally held in a fund established solely for the purposes agreed by the Partners. For the avoidance of doubt, a Non- Pooled Fund does not constitute a Pooled Fund for the purposes of Regulation 7 of the Partnership Regulations.
- 2. When introducing a Non- Pooled Fund, the Partners shall agree:
  - 1.1.1. which Partner if any shall host the Non- Pooled Fund; and

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

- 3 Each Partner will be responsible for establishing the financial and administrative support necessary to enable the effective and efficient management of the Non-Pooled Fund for which they are the host, meeting all required accounting and auditing obligations.
- 4 Both Partners shall ensure that any Services commissioned or provided, using a Non- Pooled Fund are commissioned or provided (as applicable) solely in accordance with the relevant Scheme Specification.
- 5 Where there are Joint (Aligned) Commissioning arrangements, both Partners shall work in cooperation and shall endeavour to ensure that:
  - 9.5.1 the NHS Functions funded from a Non-Pooled Fund are carried out within the CCG Financial Contribution to the Non- Pooled Fund for the relevant Service or Individual Scheme in each Financial Year; and
  - 9.5.2 the Health Related Functions funded from a Non Pooled Fund are carried out within the Council's Financial Contribution to the Non Pooled Fund for the relevant Service or Individual Scheme in each Financial Year.

## **10. FINANCIAL CONTRIBUTIONS**

1. The Financial Contribution of the CCG and the Council to the Pooled Fund or Non-Pooled Fund shall be as set out in Schedule 3
- 2 The Partners agree that they shall commence negotiations regarding the financial contributions to be made to each Individual Scheme for the first Financial Year following 31st March 2019 by no later than 6 months prior to that date and that they shall use their reasonable endeavours to reach agreement on those Financial Contributions no later than 3 months prior to that date. The provisions of this clause shall apply mutatis mutandis in respect of subsequent Financial Years.
- 3 Each Scheme Specification and Schedule 3 shall be updated by way of a variation to this Agreement in accordance with Clause 34 below to reflect any new or revised Financial Contributions to be made during the Term.
4. Financial Contributions will be paid as set out in each Scheme Specification.
5. 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 Joint Commissioning Group minutes and recorded in the budget statement as a separate item.

## **11. NON- FINANCIAL CONTRIBUTIONS**

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

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

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

## **12. RISK SHARE ARRANGEMENTS, OVERSPENDS AND UNDERSPENDS**

### **Risk share arrangements**

1. The Partners have agreed risk share arrangements as set out in Schedule 3, which provide for risk share arrangements arising within the commissioning of services from the Pooled Funds as set out in National Guidance and the financial risk to the pool arising from the payment for performance element of the Better Care Fund.
  - 12.1 the Partners agree that, in order to comply with the National Conditions, they shall establish the Pooled Funds that are described in Clause 7, out of which payments may be made, in accordance with the provisions of this Agreement to secure delivery of the Services (as described in the Scheme Specifications). The Partners will work together to achieve the Local Objectives in ensuring the delivery (or provision) of those Services out of the monies that are allocated to the Pooled Funds and the Non-Pooled Funds.
  - 12.2 Details of the Pooled Funds and Non-Pooled Funds and the Scheme Specifications to which they relate are set out in Schedule 3 of this Agreement.

### **Overspends in Pooled Fund**

2. The Host Partner for the Pooled Fund shall manage expenditure from the Pooled Fund within the Financial Contributions and shall use reasonable endeavours to ensure that the expenditure is limited to Permitted Expenditure.
3. The Host Partner shall not be in breach of its obligations under this Agreement if an Overspend occurs PROVIDED THAT it has used reasonable endeavours to ensure that the only expenditure from a Pooled Fund has been in accordance with Permitted Expenditure and it has informed the Joint Commissioning Group and the other partner and decision making groups.
4. In the event that the Pooled Fund Manager identifies an actual or projected Overspend the Pooled Fund Manager must ensure that the JCG and Partners are notified as soon as practicably possible and adhere to Schedule 3

### **Overspends in Non-Pooled Funds**

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



6. Subject to clause 9.3 where there is a Lead Commissioning Arrangement the Lead Commissioner is responsible for the management of the Non-Pooled Fund. The Lead Commissioner shall as soon as reasonably practicable inform the other Partner and the JCG

### **Underspends in Pooled Fund**

7. In the event that expenditure from any Pooled Fund in any Financial Year is less than the aggregate value of the Financial Contributions made for that Financial Year or where the expenditure in relation to an Individual Scheme is less than the agreed allocation to that particular Individual Scheme the Partners shall agree (through the JCG) 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.

### **13. CAPITAL EXPENDITURE**

1. Except as provided in clause 13.2, neither Pooled Funds nor Non-Pooled Funds shall normally be applied towards any one-off expenditure on goods and/or services, which will provide continuing benefit and would historically have been funded from the capital budgets of one of the Partners. If a need for capital expenditure is identified this must be agreed by the Partners and respective Partner processes must be exercised in order to obtain the required capital to fund the identified capital expenditure.
2. The Partners agree that capital expenditure may be made from Pooled Funds where this is in accordance with National Guidance.

### **14. VAT**

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.
2. Subject to Clause 14.1, Services commissioned by the Council will be subject to the VAT regime of the Council and Services commissioned by the CCG will be subject to the VAT regime of the National Health Service.

### **15. AUDIT AND RIGHT OF ACCESS**

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

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

## **16. LIABILITIES AND INSURANCE AND INDEMNITY**

1. Subject to Clause 16.2, and 16.3, if a Partner ("First Partner") incurs a Loss arising out of or in connection with this Agreement or a Services Contract as a consequence of any act or omission of another Partner ("Other Partner") which constitutes negligence, fraud or a breach of contract in relation to this Agreement or the Services Contract then the Other Partner shall be liable to the First Partner for that Loss and shall indemnify the First Partner accordingly.
2. Clause 16.1 shall only apply to the extent that the acts or omissions of the Other Partner contributed to the relevant Loss. Furthermore, it shall not apply if such act or omission occurred as a consequence of the Other Partner acting in accordance with the instructions or requests of the First Partner or the JCG and/or HWBB.
3. If any third party makes a claim or intimates an intention to make a claim against either Partner, which may reasonably be considered as likely to give rise to liability under this Clause 16. the Partner that may claim against the other indemnifying Partner will:
  - 16.3.1 as soon as reasonably practicable give written notice of that matter to the Other Partner specifying in reasonable detail the nature of the relevant claim;
  - 16.3.2 not make any admission of liability, agreement or compromise in relation to the relevant claim without the prior written consent of the Other Partner (such consent not to be unreasonably conditioned, withheld or delayed);
  - 16.3.3 give the Other Partner and its professional advisers reasonable access to its premises and personnel and to any relevant assets, accounts, documents and records within its power or control so as to enable the Indemnifying Partner and its professional advisers to examine such premises, assets, accounts, documents and records and to take copies at their own expense for the purpose of assessing the merits of, and if necessary defending, the relevant claim.
4. Each Partner shall ensure that they maintain policies of insurance (or equivalent arrangements through schemes operated by the National Health Service Litigation Authority) in respect of all potential liabilities arising from this Agreement and in the event of Losses shall seek to recover such Loss through the relevant policy of insurance (or equivalent arrangement).
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.

6. Neither Partner shall be liable to the other Partner for claims arising from any acts or omissions of the other Partner in connection with the Services before the Commencement Date.
7. Conduct of Claims in respect of the indemnities given in this Clause 16:
  - 16.7.1 the indemnified Partner shall give written notice to the indemnifying Partner as soon as is practicable of the details of any claim or proceedings brought or threatened against it in respect of which a claim will or may be made under the relevant indemnity;
  - 16.7.2 the indemnifying Partner shall at its own expense have the exclusive right to defend conduct and/or settle all claims and proceedings to the extent that such claims or proceedings may be covered by the relevant indemnity provided that where there is an impact upon the indemnified Partner, the indemnifying Partner shall consult with the indemnified Partner about the conduct and/or settlement of such claims and proceedings and shall at all times keep the indemnified Partner informed of all material matters.
  - 16.7.3 the indemnifying and indemnified Partners shall each give to the other all such cooperation as may reasonably be required in connection with any threatened or actual claim or proceedings which are or may be covered by a relevant indemnity.

## **17 STANDARDS OF CONDUCT AND SERVICE**

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).
2. The Council is subject to the duty of Best Value under the Local Government Act 1999. This Agreement and the operation of the Pooled Fund is therefore subject to the Council's obligations for Best Value and the other Partners will co-operate with all reasonable requests from the Council which the Council considers necessary in order to fulfil its Best Value obligations.
3. The CCG is subject to the CCG 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 CCG Statutory Duties and clinical governance obligations.
4. The Partners are committed to an approach to equality and equal opportunities as represented in their respective policies. The Partners will maintain and develop these policies as applied to service provision, with the aim of developing a joint strategy for all elements of the service.

## **18 CONFLICTS OF INTEREST**

The Partners shall comply with the agreed policy for identifying and managing conflicts of interest as set out in Schedule 7 Policy for the Management of Conflicts of Interests

1. Overall strategic oversight of partnership working between the Partners is vested in the HWBB, which for these purposes shall make recommendations to the Partners as to any action it considers necessary.
2. The HWBB, Healthwatch and the overview and scrutiny committees have signed a memorandum of understanding to ensure good lines of communication and a collective understanding of each other's roles

## **19 GOVERNANCE**

1. Overall strategic oversight of partnership working between the Partners is vested in the HWBB, which for these purposes shall agree the BCF Plan and make recommendations to the Partners as to any action it considers necessary. For the avoidance of doubt, It s the responsibility of the CCG and the Council to approve and deliver the BCF plan.
2. The Partners have established a JCG to ensure implementation of the Better Care Fund plan and conduct financial and performance monitoring
3. The JCG is based on a joint working group structure and its purpose is to drive the development and delivery of the health and wellbeing work/action plans including the Better Care Fund plan. It is made up of the relevant directors and senior representatives of the Partners who will have individual delegated responsibility from the Partner employing them to make decisions together with representatives from other stakeholder organisations (as set out in Schedule 2) which enable the JCG to carry out its objects, roles, duties and functions as set out in this clause 19 and the terms of reference for this group are set out in Schedule 2 of this Agreement
4. It is the responsibility of the JCG and the HWBB in conjunction with partners in the STP, to ensure that strategic objectives across health & the local authority are aligned. Strategic issues are resolved through the HWBB and its subgroups, and the STP and its subgroups.
5. Each Partner has secured internal reporting arrangements to ensure the standards of accountability and probity required by each Partner's own statutory duties are complied with and HWBB shall be responsible for the overall approval of the BCF Plan, ensuring compliance and the strategic direction of the Better Care Fund.
6. Each Service Specification shall confirm the governance arrangements in respect of the Individual Scheme and how that Individual Scheme is reported to the HWBB.

## **20 REVIEW**

1. The Partners shall produce a BCF Quarterly Report which shall be provided to the HWBB in such form and setting out such information as required by National Guidance and any additional information required by the HWBB or National Commissioning Board
2. Save where the JCG agree alternative arrangements (including alternative frequencies) the Partners shall undertake an annual review ("**Annual Review**") of the operation of this Agreement, the Pooled Fund, and, if applicable, the Non-Pooled

Fund and the provision of the Services within 3 Months of the end of each Financial Year.

3. Subject to any variations to this process required by the JCG, Annual Reviews shall be conducted in good faith and, where applicable, in accordance with the governance arrangements.
4. The HWBB will receive regular reports on the Better Care Fund throughout the year, with a final annual report on the Better Care Fund, the Pooled budget, the Non-Pooled Fund and this Agreement.
5. In the event that the Partners fail to meet the requirements of the Better Care Fund Plan and NHS England the Partners shall provide full co-operation with NHS England to agree a recovery plan.

## **21 COMPLAINTS**

- 1 Subject to the remaining provisions of this clause 21 a Partners' own complaints procedures shall apply to complaints received by it in connection with the Services commissioned or provided by it pursuant to this Agreement or in connection with its obligations pursuant to this Agreement.
- 2 Each Partner will endeavour to put in place reasonable and proportionate procedures to report complaints that they receive to the other Partner. The Partners agree to consult with and to assist one another in connection the management of complaints generally and to respond collectively where appropriate.
- 3 The Partners shall comply with National Guidance and local complaints protocols developed from time to time in determining how to address and manage complaints.

## **22. TERMINATION & DEFAULT**

1. This Agreement may be terminated by any Partner giving not less than 3 Months' notice in writing to terminate this Agreement provided that such termination shall not take effect prior to the termination or expiry of all Individual Schemes.
2. Each Individual Scheme may be terminated in accordance with the terms set out in the relevant Scheme Specification and contracting arrangements of the Lead Commissioner, provided that the Partners ensure that the Better Care Fund requirements continue to be met.
3. 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.
4. 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 any terms of this Agreement which either expressly or by implication survive termination of this Agreement

5. In the event of termination of this Agreement, the Partners agree to cooperate to ensure an orderly wind down of their joint activities and to use their best endeavours to minimise disruption to the health and social care which is provided to the Service Users.
6. Upon termination of this Agreement for any reason whatsoever the following shall apply:
  - 2.1.29. 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;
  - 2.1.30. 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;
  - 2.1.31. where necessary, the Lead Commissioner shall make reasonable endeavours to amend or terminate a Service Contract (which shall for the avoidance of doubt not include any act or omission that would place the Lead Commissioner in breach of the Service Contract) where the other Partner requests the same in writing Provided that the Lead Commissioner shall not be required to make any payments to the Provider for such amendment or termination unless the Partners shall have agreed in advance who shall be responsible for any such payment.
  - 2.1.32. where a Service Contract held by a Lead Commissioner relates all or partially to services which relate to the other Partner's Functions then provided that the Service Contract allows the other Partner may request that the Lead Commissioner assigns the Service Contract in whole or part upon the same terms mutatis mutandis as the original contract (for the avoidance of doubt, where Joint (Aligned) Commissioning arrangements are in place and one Partner is the sole commissioner of a Service, the commissioning Partner shall be entitled to continue to commission that Service under the relevant Service Contract at its own cost, following termination of this Agreement);
  - 2.1.33. the JCG 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
  - 2.1.34. 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.
7. In the event of termination in relation to an Individual Scheme or Service the Partners shall ensure that the Better Care Fund requirements of the Partners can continue to be met and the provisions of Clause 22.5 shall apply mutatis mutandis in relation to

the Individual Scheme (as though references as to this Agreement were to that Individual Scheme).

## **23 DISPUTE RESOLUTION**

1. In the event of a dispute between the Partners arising out of this Agreement, either Partner may serve written notice of the dispute on the other Partner, setting out full details of the dispute. in order to commence the dispute resolution procedure set out in this Clause 23.
2. The Authorised Officer shall meet in good faith as soon as possible and in any event within seven (7) days of notice of the dispute being served pursuant to Clause 23.1, at a meeting convened for the purpose of resolving the dispute.
3. If the dispute remains after the meeting detailed in Clause 23.2 has taken place, the Partners' respective chief executives 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.
4. If the dispute remains after the meeting detailed in Clause 23.3 has taken place, then the Partners will attempt to settle such dispute by mediation in accordance with the CEDR Model Mediation Procedure or any other model mediation procedure as agreed by the Partners. To initiate a mediation, either Partner may give notice in writing (a "**Mediation Notice**") to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organisation as agreed by the Partners asking them to nominate a mediator. The mediation shall commence within twenty (20) Working Days of the Mediation Notice being served. Neither Partner will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one (1) hour. Thereafter, paragraph 14 of the Model Mediation Procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the Partners). The Partners will co-operate with any person appointed as mediator, providing him with such information and other assistance as he shall require and will pay his costs as he shall determine or in the absence of such determination such costs will be shared equally.
5. 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 take immediate legal action.

## **24 FORCE MAJEURE**

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.
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.



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 best endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and, subject to Clause 24.4, facilitate the continued performance of the Agreement.
4. If the Force Majeure Event continues for a period of more than sixty (60) days, either Partner shall have the right to terminate the Agreement by giving fourteen (14) days written notice of termination to the other Partner. For the avoidance of doubt, no compensation shall be payable by either Partner as a direct consequence of this Agreement being terminated in accordance with this Clause.

## **25 CONFIDENTIALITY**

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:
  - 2.1.35. 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
  - 2.1.36. the provisions of this Clause 25 shall not apply to any Confidential Information which:
    - a) is in or enters the public domain other than by breach of the Agreement or other act or omission of the Recipient; or
    - b) is obtained by a third party who is lawfully authorised to disclose such information.
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.
3. Each Partner:
  - 25.3.1 may only disclose Confidential Information to its employees and professional advisors to the extent strictly necessary for such employees to carry out their duties under the Agreement; and
  - 25.3.2 will ensure that, where Confidential Information is disclosed in accordance with Clause 25.3.1, the recipient(s) of that information is made subject to a duty of confidentiality equivalent to that contained in this Clause 25;
  - 25.3.3 shall not use Confidential Information other than strictly for the performance of its obligations under this Agreement.

## **26 FREEDOM OF INFORMATION AND ENVIRONMENTAL PROTECTION REGULATIONS**

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 Act 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.
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 and the Local Authority Transparency Code 2015.

## **27 OMBUDSMEN**

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.

## **28 INFORMATION SHARING**

The Partners will follow the Information Governance Protocol set out in Schedule 7, and in so doing will ensure that the operation of this Agreement complies with Law, in particular the 1998 Act, 2000 Act and the 2004 Act, GDPR and the 2018 Act and will at all times observe the Data Protection Legislation and honour the confidentiality of any data supplied for the performance of this Agreement and in so far as such data constitutes Personal Data within the meaning prescribed by the Data Protection Legislation will at all times comply fully with the 1998 Act and GDPR principles as are applicable at the relevant time and relative thereto and will at all times indemnify each other from and/or against any cause of action which may be brought against either Partner consequent to any breach or non-observance by the other Partner

## **29 NOTICES**

1. Any notice to be given under this Agreement shall either be delivered personally, 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:
  - 2.1.37. personally delivered, at the time of delivery;
  - 2.1.38. 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
  - 2.1.39. 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.



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 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).
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:

29.3.1 if to the Council, addressed to the Chief Executive:

Shropshire Council  
Shirehall  
Abbey Forgate  
Shrewsbury  
Shropshire  
SY2 6ND

Tel: 0345 678 9000

Email: [customer.service@shropshire.gov.uk](mailto:customer.service@shropshire.gov.uk)

and

29.3.1 if to the CCG, addressed to the Chief Executive;

Shropshire Clinical Commissioning Group  
William Farr House  
Mytton Oak Road  
Shrewsbury  
Shropshire  
SY3 8XL

Tel: 01743 277500

### **30. PROHIBITED ACTS**

- 1 Neither Partner shall commit a Prohibited Act
- 2 If either of the Partners commits any Prohibited Act or commits any offence under the Bribery Act with or without the knowledge of the other Partner in relation to this Agreement, the non-defaulting Partner shall be entitled:
  - a) Exercise its right to terminate this Agreement and to recover from the defaulting Partner the amount of any loss resulting from the termination; and
  - b) To recover from the defaulting Party any loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence.
- 3 Each Partner must provide the other Partner upon written request with all reasonable assistance to enable that Partner to perform any activity required for the purposes of complying with the Bribery Act. Should either Partner request such assistance the

- Partner requesting assistance must pay the reasonable expenses of the other Partner arising as a result of such request.
- 4 The Partners must have in place an anti-bribery policy for the purposes of preventing any of its employees, agents servants consultants or contractors from committing a prohibited act under the Bribery Act and must be enforced where applicable.
  - 5 Should either Partner become aware of or suspect any breach of this clause, it will notify the other Partner immediately. Following such notification, the defaulting Partner should respond promptly and fully to any enquiries of the other Partner, co-operate with any investigation undertaken by the non-defaulting Partner and allow the non-defaulting Partner to audit any books, records and other relevant documentation.

### **31 SAFEGUARDING**

The Partners shall ensure that all Providers have appropriate Safeguarding policies in place and shall require such policies to be implemented where applicable. Where the services or activities being undertaken with respect to any Individual Scheme are Regulated Activities the Partners shall require Providers to comply with all relevant requirements of the Disclosure and Barring Service.

### **32 HEALTHWATCH**

1. The Partners shall promote and facilitate the involvement of Service Users, carers and members of the public in decision making concerning the Services commissioned.
- 2 The Partners shall ensure that its contracts with Providers require co-operation with Local Healthwatch where applicable

### **33 STAFFING (TUPE, SECONDMENT AND PENSIONS) – Not Used**

### **34. VARIATION**

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.
2. Where the Partners agree that there will be:

34.2.1 a new Pooled Fund;

34.2.2 a new Individual Scheme; or

34.2.3 an amendment to a current Individual Scheme,

the JCG shall agree the new or amended Individual Scheme and this must be signed by the Partners. A request to vary an Individual Scheme, which may include (without limitation) a change in the level of Financial Contributions or other matters set out in the relevant Scheme Specification may be made by any Partner but will require agreement from all of the Partners in accordance with the process set out in Clause 34.3. The notice period for any variation unless otherwise agreed by the Partners shall be 3 Months or in line with the notice period for variations within the associated Service Contract(s), whichever is the shortest.

3. The following approach shall, unless otherwise agreed, be followed by the JCG:
- 34.3.1 on receipt of a request from one Partners to vary the Agreement including (without limitation) the introduction of a new Individual Scheme or amendments to an existing Individual Scheme, the JCG will first undertake an impact assessment and identify those Service Contracts likely to be affected;
  - 34.3.2 the JCG will agree whether those Service Contracts affected by the proposed variation should continue, be varied or terminated, taking note of the Service Contract terms and conditions and ensuring that the Partners holding the Service Contract/s is not put in breach of contract; its statutory obligations or financially disadvantaged;
  - 34.4.3 wherever possible agreement will be reached to reduce the level of funding in the Service Contract(s) in line with any reduction in budget; and
  - 34.4.4 should this not be possible and one Partner is left financially disadvantaged as a result of holding a Service Contract for which the budget has been reduced, then the financial risk will, unless otherwise agreed, be shared equally between the Partners.

### **35 CHANGE IN LAW**

- 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.
- 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.
- 3 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.

### **36 WAIVER**

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.

### **37 SEVERANCE**

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.

### **38 ASSIGNMENT AND SUB CONTRACTING**

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 PROVIDED that this shall not apply to any assignment to a statutory successor of all or part of a Partner's statutory functions or where the Council wishes to assign any of its rights under this Agreement; or transfer all of its rights or obligations by novation to another person where such assignment, transfer or novation is to an Associated Person of the Council.

### **39 EXCLUSION OF PARTNERSHIP AND AGENCY**

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.

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:

39.2.1 act as an agent of the other;

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

39.2.3 bind the other in any way.

### **40 THIRD PARTY RIGHTS**

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.

### **41 ENTIRE AGREEMENT**

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.

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.

### **42 COUNTERPARTS**

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.

### **43 GOVERNING LAW AND JURISDICTION**

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.

- 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 arise out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims)

**IN WITNESS WHEREOF** this Agreement has been executed by the Partners on the date of this Agreement

Signed on behalf of **SHROPSHIRE COUNCIL**

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Authorised Signatory  
**Andy Begley**  
Director, Adult Services

Signed on behalf of **SHROPSHIRE CLINICAL COMMISSIONING GROUP**

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Authorised Signatory  
**Simon Freeman,**  
Accountable Officer, Shropshire CCG  
Authorised Signatory

## SCHEDULE 1 – SCHEME SPECIFICATION

1. The Scheme Specification for the Individual Schemes which make up the Better Care Fund plan are found in the BCF Planning template. The Shropshire BCF Priorities are:

The priorities of the BCF together with key suggested programmes from the statement of intent are:

Prevention – keeping people well and self-sufficient in the first place; community referral including Let's Talk Local and Social prescribing, Dementia companions, Voluntary and community sector, population health management

Admission Avoidance – when people are not so well, how can we improve their health in the community; out of hospital focus (Care Closer to Home, Integrated Community Services, new admission avoidance scheme), carers and mental health

Delayed Transfers and system flow - using the 8 High Impact Model; Joint equipment contract, Assistive technology, Integrated Community Service, Red Bag

2. The BCF Planning Template Also identifies:

- BCF budget lines and amounts
- Funding sources
- Performance metrics
- National conditions
- Guidance

The Planning Template is an Excel Spreadsheet which can be found attached as Appendix A.

3. The Partners agree that they shall commence negotiations regarding the Individual Schemes and Scheme Specifications to be included in the BCF Plan for each Financial Year following 31st March 2019 by no later than 6 months prior to that date and that they shall use their best endeavours to reach agreement on those Individual Schemes and Scheme Specifications no later than 3 months prior to that date. The provisions of this clause shall apply mutatis mutandis in respect of subsequent Financial Years.

## Appendix A – Planning Template

### Better Care Fund 2019/20 Template

#### 9. Confirmation of Planning Requirements

Selected Health and Wellbeing Board:

Shropshire

Theme	Code	Planning Requirement	Key considerations for meeting the planning requirement These are the Key Lines of Enquiry (KLOEs) underpinning the Planning Requirements (PR)	Please confirm whether your BCF plan meets the Planning Requirement?	Please note any supporting documents referred to and relevant page numbers to assist the assurers	Where the Planning requirement is not met, please note the actions in place towards meeting the requirement	Where the Planning requirement is not met, please note the anticipated timeframe for meeting it
NC1: Jointly agreed plan	PR1	A jointly developed and agreed plan that all parties sign up to	Has a plan; jointly developed and agreed between CCG(s) and LA; been submitted? Has the HWB approved the plan/delegated approval pending its next meeting? Have local partners, including providers, VCS representatives and local authority service leads (including housing and DFG leads) been involved in the development of the plan? Do the governance arrangements described support collaboration and integrated care?	Yes	Plan will be formally approved at the November HWBB. The Joint Commissioning Group has been given delegated authority, in conjunction		

			Where the strategic narrative section of the plan has been agreed across more than one HWB, have individual income, expenditure, metric and HICM sections of the plan been submitted for each HWB concerned?		with the HWBB Chair. The Group has been guided by the section 75 Partnership agreement and the Joint Statement of Intent.		
	PR2	A clear narrative for the integration of health and social care	<p><b>Is there a narrative plan for the HWB that describes the approach to delivering integrated health and social care that covers:</b></p> <ul style="list-style-type: none"> <li>- Person centred care, including approaches to delivering joint assessments, promoting choice, independence and personalised care?</li> <li>- A clear approach at HWB level for integrating services that supports the overall approach to integrated care and confirmation that the approach supports delivery at the interface between health and social care?</li> <li>- A description of how the local BCF plan and other integration plans e.g. STP/ICSs align?</li> <li>- Is there a description of how the plan will contribute to reducing health inequalities (as per section 4 of the Health and Social Care Act) and to reduce inequalities for people</li> </ul>	Yes	supporting documents include: HWB Strategy, Section 75 P'ship agreement, Statement of Intent, Alliance Agreement, Care Closer to Home business case, and NHS draft Long Term Plan		



			with protected characteristics under the Equality Act 2010? This should include confirmation that equality impacts of the local BCF plan have been considered, a description of local priorities related to health inequality and equality that the BCF plan will contribute to addressing. Has the plan summarised any changes from the previous planning period? And noted (where appropriate) any lessons learnt?				
	PR3	A strategic, joined up plan for DFG spending	<p><b>Is there confirmation that use of DFG has been agreed with housing authorities?</b></p> <p>Does the narrative set out a strategic approach to using housing support, including use of DFG funding that supports independence at home. In two tier areas, has:</p> <ul style="list-style-type: none"> <li>- Agreement been reached on the amount of DFG funding to be passed to district councils to cover statutory Disabled Facilities Grants? or</li> <li>- The funding been passed in its entirety to district councils?</li> </ul>	Yes			
NC2: Social Care Maintenance	PR4	A demonstration of how the area will maintain the level of spending on social care services from the CCG minimum contribution to the	Does the total spend from the CCG minimum contribution on social care match or exceed the minimum required contribution (auto-validated on the planning template)?	Yes			

		fund in line with the uplift in the overall contribution					
NC3: NHS commissioned Out of Hospital Services	PR5	Has the area committed to spend at equal to or above the minimum allocation for NHS commissioned out of hospital services from the CCG minimum BCF contribution?	Does the total spend from the CCG minimum contribution on non-acute, NHS commissioned care exceed the minimum ringfence (auto-validated on the planning template)?	Yes			
NC4: Implementation of the High Impact Change Model for Managing Transfers of Care	PR6	Is there a plan for implementing the High Impact Change Model for managing transfers of care?	Does the BCF plan demonstrate a continued plan in place for implementing the High Impact Change Model for Managing Transfers of Care? Has the area confirmed the current level of implementation and the planned level at March 2020 for all eight changes? Is there an accompanying overall narrative setting out the priorities and approach for ongoing implementation of the HICM? Does the level of ambition set out for implementing the HICM changes correspond to performance challenges in the system? If the current level of implementation is below established	Yes	8 High Impact Action Plan		

			for any of the HICM changes, has the plan included a clear explanation and set of actions towards establishing the change as soon as possible in 2019-20?				
Agreed expenditure plan for all elements of the BCF	PR7	Is there a confirmation that the components of the Better Care Fund pool that are earmarked for a purpose are being planned to be used for that purpose?	Have the planned schemes been assigned to the metrics they are aiming to make an impact on? Expenditure plans for each element of the BCF pool match the funding inputs? (auto-validated) Is there confirmation that the use of grant funding is in line with the relevant grant conditions? (tick-box) Is there an agreed plan for use of the Winter Pressures grant that sets out how the money will be used to address expected demand pressures on the Health system over Winter? <b>Has funding for the following from the CCG contribution been identified for the area?</b> - Implementation of Care Act duties?- Funding dedicated to carer-specific support?- Reablement?	Yes			
	PR8	Indication of outputs for specified scheme types	Has the area set out the outputs corresponding to the planned scheme types (Note that this is only for where any of the specified set of scheme types requiring outputs are planned)? (auto-validated)	Yes			

Metrics	PR9	<p><b>Does the plan set stretching metrics and are there clear and ambitious plans for delivering these?</b></p>	<p>Is there a clear narrative for each metric describing the approach locally to meeting the ambition set for that metric?</p> <p>Is there a proportionate range of scheme types and spend included in the expenditure section of the plan to support delivery of the metric ambitions for each of the metrics?</p> <p>Do the narrative plans for each metric set out clear and ambitious approaches to delivering improvements?</p> <p><b>Have stretching metrics been agreed locally for:</b></p> <ul style="list-style-type: none"> <li>- Metric 2: Long term admission to residential and nursing care homes</li> <li>- Metric 3: Proportion of older people (65 and over) who were still at home 91 days after discharge from hospital into reablement</li> </ul>	Yes				
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## Better Care Fund 2019/20 Template

### 2. Cover

Version 1.2



*Please Note:*

- You are reminded that much of the data in this template, to which you have privileged access, is management information only and is not in the public domain. It is not to be shared more widely than is necessary to complete the return.
- Please prevent inappropriate use by treating this information as restricted, refrain from passing information on to others and use it only for the purposes for which it is provided. Any accidental or wrongful release should be reported immediately and may lead to an inquiry. Wrongful release includes indications of the content, including such descriptions as "favourable" or "unfavourable".
- Please note that national data for plans is intended for release in aggregate form once plans have been assured, agreed and baselined as per the due process outlined in the BCF Planning Requirements for 2019/20.
- This template is password protected to ensure data integrity and accurate aggregation of collected information. A resubmission may be required if this is breached.

**Health and Wellbeing Board:**

Shropshire

**Completed by:**

Penny Bason, Claire Spencer

**E-mail:**

Penny.bason@shropshire.gov.uk

**Contact number:**

0 1743252767

Who signed off the report on behalf of the Health and Wellbeing Board:	Cllr Lee Chapman
--	------------------

Will the HWB sign-off the plan after the submission date?	Yes
If yes, please indicate the date when the HWB meeting is scheduled:	01/11/2019

	Role:	Professional Title (where applicable)	First-name:	Surname:	E-mail:
*Area Assurance Contact Details:	Health and Wellbeing Board Chair	Cllr	Lee	Chapman	lee.chapman@shro
	Clinical Commissioning Group Accountable Officer (Lead)	Mr	David	Stout	david.stout@nhs.n
	Additional Clinical Commissioning Group(s) Accountable Officers	n/a	n/a	n/a	david.stout@nhs.n
	Local Authority Chief Executive	Mr	Clive	Wright	clive.wright@shrop
	Local Authority Director of Adult Social Services (or equivalent)	Mr	Andy	Begley	andy.begley@shro
	Better Care Fund Lead Official	Mrs	Tanya	Miles	tanya.miles@shrop
	LA Section 151 Officer	Mr	James	Walton	james.walton@shr
Please add further area contacts that you would wish to be included in official correspondence -->	CCG Lead	Ms	Gail	Fortes-Mayer	gail.fortes-mayer@

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*\*Only those identified will be addressed in official correspondence (such as approval letters). Please ensure all individuals are satisfied with the information entered above as this is exactly how they will appear in correspondence.*

**Question Completion - when all questions have been answered and the validation boxes below have turned green you should send the template to [england.bettercaresupport@nhs.net](mailto:england.bettercaresupport@nhs.net) saving the file as 'Name HWB' for example 'County Durham HWB'**

### Complete

	Complete:
2. Cover	Yes
4. Strategic Narrative	Yes
5. Income	Yes
6. Expenditure	Yes
7. HICM	Yes
8. Metrics	Yes
9. Planning Requirements	Yes

[<< Link to the Guidance sheet](#)

### Checklist

2. Cover

[^^ Link back to top](#)

Cell Referenc	Checker
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	<b>e</b>	
Health & Wellbeing Board	D13	Yes
Completed by:	D15	Yes
E-mail:	D17	Yes
Contact number:	D19	Yes
Who signed off the report on behalf of the Health and Wellbeing Board:	D21	Yes
Will the HWB sign-off the plan after the submission date?	D23	Yes
If yes, please indicate the date when the HWB meeting is scheduled:	D24	Yes
Area Assurance Contact Details - Role:	C27 : C36	Yes
Area Assurance Contact Details - First name:	F27 : F36	Yes
Area Assurance Contact Details - Surname:	G27 : G36	Yes
Area Assurance Contact Details - E-mail:	H27 : H36	Yes

Sheet Complete	Yes
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#### 4. Strategic Narrative

^^ Link back to top

	<b>Cell Reference</b>	<b>Checker</b>
A) Person-centred outcomes:	B20	Yes
B) (i) Your approach to integrated services at HWB level (and neighbourhood where applicable):	B31	Yes
B) (ii) Your approach to integration with wider services (e.g. Housing):	B37	Yes
C) System level alignment:	B44	Yes

Sheet Complete	Yes
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## 5. Income

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	Cell Reference	Checker
Are any additional LA Contributions being made in 2019/20?	C39	Yes
Additional Local Authority	B42 : B44	Yes
Additional LA Contribution	C42 : C44	Yes
Additional LA Contribution Narrative	D42 : D44	Yes
Are any additional CCG Contributions being made in 2019/20?	C59	Yes
Additional CCGs	B62 : B71	Yes
Additional CCG Contribution	C62 : C71	Yes
Additional CCG Contribution Narrative	D62 : D71	Yes
Sheet Complete		Yes

## 6. Expenditure

[^^ Link back to top](#)

	Cell Reference	Checker
Scheme ID:	B22 : B271	Yes
Scheme Name:	C22 : C271	Yes
Brief Description of Scheme:	D22 : D271	Yes
Scheme Type:	E22 : E271	Yes

Sub Types:	F22 : F271	Yes
Specify if scheme type is Other:	G22 : G271	Yes
Planned Output:	H22 : H271	Yes
Planned Output Unit Estimate:	I22 : I271	Yes
Impact: Non-Elective Admissions:	J22 : J271	Yes
Impact: Delayed Transfers of Care:	K22 : K271	Yes
Impact: Residential Admissions:	L22 : L271	Yes
Impact: Reablement:	M22 : M271	Yes
Area of Spend:	N22 : N271	Yes
Specify if area of spend is Other:	O22 : O271	Yes
Commissioner:	P22 : P271	Yes
Joint Commissioner %:	Q22 : Q271	Yes
Provider:	S22 : S271	Yes
Source of Funding:	T22 : T271	Yes
Expenditure:	U22 : U271	Yes
New/Existing Scheme:	V22 : V271	Yes

Sheet Complete

Yes

## 7. HICM

[^^ Link back to top](#)

	Cell Reference	Checker
Priorities for embedding elements of the HCIM for Managing Transfers of Care locally:	B11	Yes
Chg 1) Early discharge planning - Current Level:	D15	Yes
Chg 2) Systems to monitor patient flow - Current Level:	D16	Yes
Chg 3) Multi-disciplinary/Multi-agency discharge teams - Current Level:	D17	Yes
Chg 4) Home first / discharge to assess - Current Level:	D18	Yes
Chg 5) Seven-day service - Current Level:	D19	Yes
Chg 6) Trusted assessors - Current Level:	D20	Yes
Chg 7) Focus on choice - Current Level:	D21	Yes
Chg 8) Enhancing health in care homes - Current Level:	D22	Yes
Chg 1) Early discharge planning - Planned Level:	E15	Yes
Chg 2) Systems to monitor patient flow - Planned Level:	E16	Yes
Chg 3) Multi-disciplinary/Multi-agency discharge teams - Planned Level:	E17	Yes
Chg 4) Home first / discharge to assess - Planned Level:	E18	Yes
Chg 5) Seven-day service - Planned Level:	E19	Yes
Chg 6) Trusted assessors - Planned Level:	E20	Yes
Chg 7) Focus on choice - Planned Level:	E21	Yes
Chg 8) Enhancing health in care homes - Planned Level:	E22	Yes
Chg 1) Early discharge planning - Reasons:	F15	Yes
Chg 2) Systems to monitor patient flow - Reasons:	F16	Yes
Chg 3) Multi-disciplinary/Multi-agency discharge teams - Reasons:	F17	Yes

Chg 4) Home first / discharge to assess - Reasons:	F18	Yes
Chg 5) Seven-day service - Reasons:	F19	Yes
Chg 6) Trusted assessors - Reasons:	F20	Yes
Chg 7) Focus on choice - Reasons:	F21	Yes
Chg 8) Enhancing health in care homes - Reasons:	F22	Yes

Sheet Complete	Yes
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## 8. Metrics

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	Cell Reference	Checker
Non-Elective Admissions: Overview Narrative:	E10	Yes
Delayed Transfers of Care: Overview Narrative:	E17	Yes
Residential Admissions Numerator:	F27	Yes
Residential Admissions: Overview Narrative:	G26	Yes
Reablement Numerator:	F39	Yes
Reablement Denominator:	F40	Yes
Reablement: Overview Narrative:	G38	Yes

Sheet Complete	Yes
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## 9. Planning Requirements

[^^ Link back to top](#)

	Cell Reference	Checker
PR1: NC1: Jointly agreed plan - Plan to Meet	F8	Yes
PR2: NC1: Jointly agreed plan - Plan to Meet	F9	Yes

PR3: NC1: Jointly agreed plan - Plan to Meet	F10	Yes
PR4: NC2: Social Care Maintenance - Plan to Meet	F11	Yes
PR5: NC3: NHS commissioned Out of Hospital Services - Plan to Meet	F12	Yes
PR6: NC4: Implementation of the HICM for Managing Transfers of Care - Plan to Meet	F13	Yes
PR7: Agreed expenditure plan for all elements of the BCF - Plan to Meet	F14	Yes
PR8: Agreed expenditure plan for all elements of the BCF - Plan to Meet	F15	Yes
PR9: Metrics - Plan to Meet	F16	Yes
PR1: NC1: Jointly agreed plan - Actions in place if not	H8	Yes
PR2: NC1: Jointly agreed plan - Actions in place if not	H9	Yes
PR3: NC1: Jointly agreed plan - Actions in place if not	H10	Yes
PR4: NC2: Social Care Maintenance - Actions in place if not	H11	Yes
PR5: NC3: NHS commissioned Out of Hospital Services - Actions in place if not	H12	Yes
PR6: NC4: Implementation of the HICM for Managing Transfers of Care - Actions in place if not	H13	Yes
PR7: Agreed expenditure plan for all elements of the BCF - Actions in place if not	H14	Yes
PR8: Agreed expenditure plan for all elements of the BCF - Actions in place if not	H15	Yes
PR9: Metrics - Actions in place if not	H16	Yes
PR1: NC1: Jointly agreed plan - Timeframe if not met	I8	Yes
PR2: NC1: Jointly agreed plan - Timeframe if not met	I9	Yes
PR3: NC1: Jointly agreed plan - Timeframe if not met	I10	Yes
PR4: NC2: Social Care Maintenance - Timeframe if not met	I11	Yes
PR5: NC3: NHS commissioned Out of Hospital Services - Timeframe if not met	I12	Yes
PR6: NC4: Implementation of the HICM for Managing Transfers of Care - Timeframe if not met	I13	Yes
PR7: Agreed expenditure plan for all elements of the BCF - Timeframe if not met	I14	Yes
PR8: Agreed expenditure plan for all elements of the BCF - Timeframe if not met	I15	Yes
PR9: Metrics - Timeframe if not met	I16	Yes
Sheet Complete		Yes

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## Better Care Fund 2019/20 Template

### 3. Summary

Selected Health and Wellbeing Board:

Shropshire

### Income & Expenditure

#### [Income >>](#)

Funding Sources	Income	Expenditure	Difference
DFG	£3,209,291	£3,209,291	£0
Minimum CCG Contribution	£20,937,207	£20,937,207	£0
iBCF	£10,120,779	£10,120,779	£0
Winter Pressures Grant	£1,393,823	£1,393,823	£0
Additional LA Contribution	£4,632,133	£4,632,133	£0
Additional CCG Contribution	£681,095	£681,095	£0
<b>Total</b>	<b>£40,974,328</b>	<b>£40,974,328</b>	<b>£0</b>

#### [Expenditure >>](#)

#### NHS Commissioned Out of Hospital spend from the minimum CCG allocation

Minimum required spend	£5,949,760
Planned spend	£13,389,000

**Adult Social Care services spend from the minimum CCG allocations**

<b>Minimum required spend</b>	<b>£7,637,054</b>
<b>Planned spend</b>	<b>£8,993,071</b>

**Scheme Types**

Assistive Technologies and Equipment	£1,649,856
Care Act Implementation Related Duties	£5,000
Carers Services	£304,407
Community Based Schemes	£1,735,318
DFG Related Schemes	£3,209,291
Enablers for Integration	£4,888,219
HICM for Managing Transfer of Care	£1,484,373
Home Care or Domiciliary Care	£3,456,914
Housing Related Schemes	£52,984
Integrated Care Planning and Navigation	£3,464,120
Intermediate Care Services	£5,185,827
Personalised Budgeting and Commissioning	£0
Personalised Care at Home	£331,481
Prevention / Early Intervention	£5,324,300
Residential Placements	£9,713,433
Other	£168,805
<b>Total</b>	<b>£40,974,328</b>

[HICM >>](#)

		Planned level of maturity for 2019/2020
Chg 1	Early discharge planning	Established
Chg 2	Systems to monitor patient flow	Mature
Chg 3	Multi-disciplinary/Multi-agency discharge teams	Mature
Chg 4	Home first / discharge to assess	Mature
Chg 5	Seven-day service	Established
Chg 6	Trusted assessors	Mature
Chg 7	Focus on choice	Mature
Chg 8	Enhancing health in care homes	Mature

[Metrics >>](#)

Non-Elective Admissions	Go to Better Care Exchange >>
Delayed Transfer of Care	



### Residential Admissions

		19/20 Plan
Long-term support needs of older people (age 65 and over) met by admission to residential and nursing care homes, per 100,000 population	Annual Rate	594.2091036

### Reablement

		19/20 Plan
Proportion of older people (65 and over) who were still at home 91 days after discharge from hospital into reablement / rehabilitation services	Annual (%)	0.819875776

### Planning Requirements >>

Theme	Code	Response
NC1: Jointly agreed plan	PR1	Yes
	PR2	Yes
	PR3	Yes
NC2: Social Care Maintenance	PR4	Yes

NC3: NHS commissioned Out of Hospital Services	PR5	Yes
NC4: Implementation of the High Impact Change Model for Managing Transfers of Care	PR6	Yes
Agreed expenditure plan for all elements of the BCF	PR7	Yes
	PR8	Yes
Metrics	PR9	Yes

### Better Care Fund 2019/20 Template

#### 3. Summary

Selected Health and Wellbeing Board:

Shropshire

#### Income & Expenditure

[Income >>](#)

Funding Sources	Income	Expenditure	Difference
DFG	£3,209,291	£3,209,291	£0
Minimum CCG Contribution	£20,937,207	£20,937,207	£0
iBCF	£10,120,779	£10,120,779	£0
Winter Pressures Grant	£1,393,823	£1,393,823	£0
Additional LA Contribution	£4,632,133	£4,632,133	£0

Additional CCG Contribution	£681,095	£681,095	£0
<b>Total</b>	<b>£40,974,328</b>	<b>£40,974,328</b>	<b>£0</b>

#### Expenditure >>

#### **NHS Commissioned Out of Hospital spend from the minimum CCG allocation**

Minimum required spend	£5,949,760
Planned spend	£13,389,000

#### **Adult Social Care services spend from the minimum CCG allocations**

Minimum required spend	£7,637,054
Planned spend	£8,993,071

#### **Scheme Types**

Assistive Technologies and Equipment	£1,649,856
Care Act Implementation Related Duties	£5,000
Carers Services	£304,407
Community Based Schemes	£1,735,318
DFG Related Schemes	£3,209,291
Enablers for Integration	£4,888,219
HICM for Managing Transfer of Care	£1,484,373
Home Care or Domiciliary Care	£3,456,914
Housing Related Schemes	£52,984
Integrated Care Planning and Navigation	£3,464,120
Intermediate Care Services	£5,185,827
Personalised Budgeting and Commissioning	£0
Personalised Care at Home	£331,481

Prevention / Early Intervention	£5,324,300
Residential Placements	£9,713,433
Other	£168,805
<b>Total</b>	<b>£40,974,328</b>

### HICM >>

		Planned level of maturity for 2019/2020
Chg 1	Early discharge planning	Established
Chg 2	Systems to monitor patient flow	Mature
Chg 3	Multi-disciplinary/Multi-agency discharge teams	Mature
Chg 4	Home first / discharge to assess	Mature
Chg 5	Seven-day service	Established
Chg 6	Trusted assessors	Mature
Chg 7	Focus on choice	Mature
Chg 8	Enhancing health in care homes	Mature

### Metrics >>

**Non-Elective Admissions****Delayed Transfer of Care**[Go to Better Care Exchange >>](#)**Residential Admissions**

		19/20 Plan
Long-term support needs of older people (age 65 and over) met by admission to residential and nursing care homes, per 100,000 population	Annual Rate	594.2091036

**Reablement**

		19/20 Plan
Proportion of older people (65 and over) who were still at home 91 days after discharge from hospital into reablement / rehabilitation services	Annual (%)	0.819875776

[Planning Requirements >>](#)

Theme	Code	Response
NC1: Jointly agreed plan	PR1	Yes
	PR2	Yes
	PR3	Yes

NC2: Social Care Maintenance	PR4	Yes
NC3: NHS commissioned Out of Hospital Services	PR5	Yes
NC4: Implementation of the High Impact Change Model for Managing Transfers of Care	PR6	Yes
Agreed expenditure plan for all elements of the BCF	PR7	Yes
	PR8	Yes
Metrics	PR9	Yes

## Better Care Fund 2019/20 Template

### 4. Strategic Narrative

Selected Health and Wellbeing Board:

#### ***Please outline your approach towards integration of health & social care:***

When providing your responses to the below sections, please highlight any learning from the previous planning round (2017-2019) and cover any priorities for reducing health inequalities under the Equality Act 2010.

Please note that there are 4 responses required below, for questions: A), B(i), B(ii) and C)

[Link to B\) \(i\)](#)

[Link to B\) \(ii\)](#)

[Link to C\)](#)

#### A) Person-centred outcomes

Your approach to integrating care around the person, this may include (but is not limited to):

- Prevention and self-care
- Promoting choice and independence

System approach to person centred and 'Personalised care': from Shropshire, T&W Long Term Plan

Person centred care is at the heart of all our transformation programmes. We seek to improve services by developing well-coordinated, integrated care that works with the wishes, needs and understanding of those who receive the care (as well as their carers as appropriate). New ways of working will ensure that the current burdensome task of navigating the health and care system does not rest with the people needing the services; but rather is clear and supported by the way in which we work together across services and with our population.

Significant reform is required to integrate primary and community services, involving the voluntary and community sector (VCSE), while prioritising investment in prevention and social care. This will be done at scale and on a STP footprint where possible, as well as through our established place based programmes.

There is not a one size fits all for the development of person centred care. We will ensure flexibility to take forward different approaches and evaluate impact, responding to the needs of our communities and supporting the reduction of health inequalities. Across our STP there are some fundamental working practices that we aim to embed, these include (but not limited to):

- Empowering patients to live well, especially those with long term conditions
- Delivering through multidisciplinary teams, including primary and community care, VCSE, social care, public health and acute services
- Identifying and supporting people before they have a crisis of health care
- Utilising evidence based interventions
- Managing a different level of need in the community and as close to home as possible, with the following principles:
  - o Community based support and social prescribing
  - o Shared decision making and enabling choice
  - o personalised care and support planning
  - o Supported self-management

Significant culture change is required across our services to understand, support and develop new ways of working. Where needed, we will work across our organisations with our workforce to enhance skills, knowledge and professionalism regarding system thinking and approaches. We will work to embed routine and systematic risk stratification as well as early identification of health risk and prevention approaches across the system. We will work to embed Personalised Care and the 5 year ambitions of NHSE including Social Prescribing, Supported self-management (PAM) and Personal Health budgets. Programmes delivering this work are already underway, however the commitment of this Long Term Plan is that person centred, place based approaches are delivered systematically and at scale.

In alignment with both the Long Term Plan and the Shropshire HWB strategy the work of the BCF seeks to improve healthy life expectancy and reduce inequalities. This includes working with those who are most in need through Social Prescribing, Let's Talk Local and the Community Care Coordinators.

Local approach:

Building on the system narrative, Shropshire Council, Shropshire CCG and partners have worked closely to develop joint commissioning and integrated care. The work has resulted in a strengthened strategic approach and integrated delivery. The group has used the BCF to facilitate this process.

Agreed principles for developing the BCF:

- Ensure delivery of BCF priorities, national conditions and improvements in integration;
- Effective use of the Section 75 Partnership Agreement to better reflect Shropshire system;
- Joint decision making and relationship development;
- Aspire to better understand how the BCF schemes are delivering value for money and delivering against the three priorities;
- Ensure consistency and joined up working with system strategic planning through the STP;
- Addressing inequalities through place based integrated care.

Additionally, a Statement of Intent has been jointly developed to articulate this strengthened approach, to add context to our Section 75 Partnership Agreement and support planning and decision making.

The Statement of Intent highlights the three BCF priorities, Prevention, Admission Avoidance, and Delayed Transfer as key areas for continued focus. The BCF planning has worked to develop:

1. Prevention – keeping people well and self-sufficient in the first place; community referral including Let's Talk Local and Social prescribing, Dementia companions, Voluntary and community sector, population health management
  2. Admission Avoidance – when people are not so well, how can we improve their health in the community; out of hospital focus (Care Closer to Home, Integrated Community Services,), carers and mental health
  3. Delayed Transfers and system flow - using the 8 High Impact Model; Joint equipment contract, Assistive technology, Integrated Community Service, Red Bag
1. Prevention, person centred care

The Statement of Intent has reaffirmed focus on community referral, social prescribing and supporting people through the voluntary and community sector.



These are key elements of the pooled funding arrangements and by improving uptake of personal budgets and making available a vast array of community support offers we have been able to promote and improve choice and independence. Additional work is underway to through the Shropshire Healthy Lives programme to join together community referral programmes and ensure that we are making the most of working collaboratively.

Healthy Lives is a partnership prevention programme that draws together current prevention activity (from Adult Social Care, Public Health, Primary Care, the VCSE, Shropshire CCG and Provider partners), while developing new prevention activity, into one programme to increase health, wellbeing and independence and to reduce demand on services. This programme relies on working proactively together with our communities to connect opportunities to support the improvement of Shropshire people's health and wellbeing. The Healthy Lives programme consistently works to strengthen support for individuals, families and communities to take more control over their health and reduce their risk of developing disease. Partner organisations combine to innovate, make the best use of their human and monetary resources, and individual knowledge and expertise to help make a difference to Shropshire people. Evidence base is used for in all Healthy Lives work.

The BCF, through Let's Talk Local, Social Prescribing, Dementia Companions, VCSE preventative contracts, Employment services (Enable) supports this programme. The programme has been instrumental in working with primary care (GPs and Pharmacy in particular) to connect people to local support programmes as well as to improve health promotion activities in Shropshire localities. This programme and the individual programmes associated work to provide more options to meet people's needs.

Key deliverables for Prevention and Healthy Lives includes:

- Social Prescribing – aligning with Primary Care Networks and Care Closer to Home (described in Admissions Avoidance)
- Dementia Companions – 2 sites fully operational
- Let's Talk Local – community based meeting with social care practitioner who works collectively with people to problem solve and ensure people are receiving the right level of support in their community
- Prevention contracts with the VCSE
- Secondary Mental Health Employment services
- Carers hubs and support for people in a caring role

The VCSE are involved at the HWBB level, and through our planning processes by both being on planning and delivery groups, through engagement and through delivering our key prevention contracts. The system recognises the key role of the VCSE at every level of our system.

## B) HWB level

(i) Your approach to integrated services at HWB level (and neighbourhood where applicable), this may include (but is not limited to):

- Joint commissioning arrangements
- Alignment with primary care services (including PCNs (Primary Care Networks))
- Alignment of services and the approach to partnership with the VCS (Voluntary and Community Sector)

[^^ Link back to top](#)

At a HWBB level, the system is focussing clearly on place based integrated care for Admissions Avoidance, which has been delivered through a number of schemes including:

- Integrated Community Services (ICS)
- Community Social Work Teams
- Short Term Assessment and Reablement Team (START)
- Occupational therapy

A cornerstone of the BCF has been the ICS team which has focussed hospital transfers and keeping people out of hospital once they have returned home. This programme is ongoing and enabled by the BCF, however the system is now working to keep many more people from reaching hospital in the first place. Care Closer to Home provides person centred, place based care, supporting people where they live. Enabled by an Alliance MoU, this programme focusses on joint working across commissioners and providers (namely Shropshire CCG, Shropshire Council, Shropshire Community Health Trust, Midlands Partnership Foundation Trust) and is a key programme of the BCF's Admission Avoidance strategic priority. The programme works to:

“Use all available resources to commission integrated health and care services that are clinically effective and cost-efficient and as close as possible to where people with the greatest need live”.

The programme works across health, care and the VCS to identify people who could benefit from case management support in order to avoid future ill health and hospital admissions. The programme is being delivered with 8 pilot sites (GP practices), transformation is underpinned by the ambition for earlier identification of need, earlier intervention, and proactive & preventative care and support that keeps people as well as possible, for as long as possible and in their own home or community. This is intended to deliver better patient experience, improved health outcomes, improved system pathways, one point of contact for patient/families & carers, and reduction of unnecessary emergency admissions into the acute hospital. It has been broken down into phases as follows:

Phase 1 – A dedicated Frailty Intervention Team (FIT) based in the Emergency Department and responsible for the early identification, treatment, risk assessment and planning for frail and long term condition patients. The team facilitate appropriate triage of patients to either the acute/community/home setting. This team liaise and work with existing teams in the community such as intermediate care, Care Co-ordinators etc. 90+ patients are added to the FIT case load each week and the team facilitate an average of 7 discharges every day. 83% of those discharged go home. There has been a reduction in the conversion rate from ED to admission for >75s at RSH to 53.02% compared to 57.71% in the same period the previous year. The target admission avoidance for this phase of the Programme is 558 in 18/19.

Phase 2 – Risk stratification and proactive/preventative Case Management through integrated health & social care case management teams working in hub buildings, delivering services to clusters of GP practices. The model was collaboratively developed and approved in August 2018. The risk stratification

process is a quarterly report produced by an electronic tool combining primary, secondary, and social care data to pick up patients who would be suitable for the multi-disciplinary, health and social care Case Management Team to review and actively case manage. GP's and other healthcare professionals will be able to refer into this service at any time.

Phase 3 – The third phase, which is community-based acute and semi-acute responsive services is made up of a range of high-level models:

- Hospital at Home
- Standardised DAART (rapid access to diagnostics, rehab and certain interventions)
- Rapid Response
- Crisis

While Care Closer to Home develops, work is underway to ensure that winter 19/20 is safeguarded from rising pressure in the acute setting. Winter 2018/19 demonstrated significant pressures on the health system. Medical bed capacity was on occasion insufficient for demand, and the CCG received reports of corridor waits and ambulance handover delays which cause concern from a patient safety and quality of care perspective.

An additional admissions avoidance scheme that will be implemented for winter 19/20 will provide rapid assessment and interventions to avoid an unnecessary emergency admission to an acute or community hospital. The service will work with people requiring support, in their own home utilising a person centred, strength and asset based approach.

Once stabilised, the patient will receive a comprehensive assessment of their needs and be supported to develop a time limited independence plan enabling individual and their carers to remain as independent as possible, for as long as possible.

The model proposed is a mixed model of directly contracted provider services, and Shropshire council employed staff.

Criteria:

- People 18 years or over
- Ordinary residents of Shropshire local Authority /GP registered
- Have an acute exacerbation of a long-term condition
- Have a rapid deterioration in health or wellbeing
- Is at risk of hospital admission due to carer breakdown

#### **(ii) Your approach to integration with wider services (e.g. Housing), this should include:**

- Your approach to using the DFG to support the housing needs of people with disabilities or care needs. This should include any arrangements for strategic planning for the use of adaptations and technologies to support independent living in line with the (Regulatory Reform Order 2002)

[^^ Link back to top](#)

Using the BCF as a catalyst for further integrated working, Shropshire council and partners are working to ensure people can remain in their homes for as long as possible using appropriate legislation and the Disabled Facility Grant (under a duty to award mandatory Disabled Facilities Grants (DFGs) in accordance with the Housing Grants, Construction and Regeneration Act 1996) for aids, adaptations and technology.

The Regulatory Reform (Housing Assistance) Order 2002, introduced a new, wider discretionary power to allow local authorities to provide a range of financial and other assistance for repairs, improvements and adaptations. The intention is to allow greater flexibility and discretion in delivering housing renewal.

It is a Shropshire priority to ensure that people with a disability are supported to maximise their independence within the community. It is important that at the earliest stage, after contacting Shropshire Council for assistance, that individuals are engaged in discussions around how best both their short and longer-term needs can be met. Several key partners may be able to assist with this process eg, Shropshire Council's Private Sector Housing Grants Officers and Home Improvement Service, Occupational Therapists and Social Workers as well as Registered Social Landlords, Private Landlords and Shropshire Disability Network.

#### Equipment and Minor Adaptations

The provision of equipment or minor adaptations e.g. grab rails can often assist disabled people in meeting their needs.

#### Moving to more suitable accommodation

Shropshire Council works closely with partners with the aim of optimising the opportunities for re-housing people with disabilities in properties which either have appropriate adaptations in place which meet the individuals housing need or can be easily adapted to meet that need. A relocation grant can be available for this purpose.

#### Adaptations

If equipment or relocation are not a suitable option, it may be appropriate to consider the possibility of carrying out adaptations to an existing home.

Shropshire Council may provide the following discretionary assistance:

- Relocation Grant
- Major Equipment Grant (MEG)
- Discretionary Adaptation Funding Assistance
- Discretionary Emergency Funding Assistance

Tenants of Registered Social Landlords (i.e. Housing Associations) should contact their landlord in the first instance so that the landlord can consider funding the work themselves.

Shropshire Council works in partnership with Housing Associations in the area and funding equivalent to a Disabled Facilities Grant may be provided through alternative mechanisms.

#### Technology

The DFG is supporting community based and technology enabled programmes to keep people independent in their communities for longer.

These projects explore different delivery models for existing telecare provision, as well as seeing how the latest consumer technology can be used or

repurposed as Technology Enabled Care. Currently there are 3 such projects underway:

- Hospital Discharge Telecare Pilot
- The Broseley Project
- Beech Gardens Step-Down Beds

**C) System level alignment, for example this may include (but is not limited to):**

- How the BCF plan and other plans align to the wider integration landscape, such as STP/ICS plans
- A brief description of joint governance arrangements for the BCF plan

[^^ Link back to top](#)

The BCF and the 8 High Impact Change Model provides a framework and an impetus for the system to work collaboratively on transfers of care. The BCF schemes along with a number of schemes in the iBCF and winter pressures has ensured our improved and stable DTOC metrics.

Additionally, as this system has one NHS acute provider, one NHS community provider and one NHS mental health provider, we work as one system across Shropshire and Telford and Wrekin, to deliver the 8 High Impact Change Model, which is governed through the system A&E Delivery Group/ Board and for Shropshire the Joint Commissioning Group.

Early discharge planning is supported through Frailty at the Front door (Care Closer to Home Phase 1), Red2Green, EDDs are in place within 48 hours with 75% achievement rate of date set, and utilisation of Criteria led discharge.

The Shropshire Integrated Community Service continues to provide a locality based health and social care, community and voluntary sector integrated team with responsibility to facilitate discharge from an in-patient bed.

Key service aims are:

- Develop and deliver services that offer a robust, effective alternative to bed based rehabilitation and enablement.
- To maintain people in their home when they experience an acute exacerbation of a long term condition or a rapid deterioration in health or wellbeing to avoid an unnecessary emergency admission to an acute or community hospital.
- Simplify and rationalise the range and pattern of intermediate care services to reduce complexity and fragmentation so they are more consistent in both their quality and the services offered.
- Deliver the best, outcome-based, efficient, integrated health and social care pathways based on the needs of patients and carers for intermediate care services routed within a mixed economy, including the community and voluntary sector.
- Develop the capability to harness the power of the wider community to support people in their own homes.
- To deliver the optimum skill mix which ensures that the response provided to the patient is appropriate and proportionate to the assessed needs.

Systems to monitor patient flow will move to mature by the end of the year and include step down beds, additional bed capacity in the appropriate pathways through the iBCF and winter pressures, embedding IDTs and the development of the out of hospital models of working support this requirement. Fact Find Assessments (FFAs) are fully implemented and used jointly. In addition to ICS, multidisciplinary teams are being developed through Phases 1 and 2 of Care Closer to Home and going forward through phase 3. Close working with the voluntary and Community Sector and the independent sector provide additional capacity in the system and are supported by the iBCF and winter pressures. Seven day services are being delivered through primary care, discharge teams, independent assessor roles, social care, care providers and brokerage. New service specifications and contracting are ensuring 7 day services where possible.

Additionally, the iBCF and winter pressures are used to develop schemes to ensure people are supported in their homes as much as possible. These schemes can be seen as both admission avoidance and supporting transfers of care and include 2 Carers in a Car, Carers information hub, expansion of START (to

ensure that Home First is the preferred pathway), additional discharge beds, brokerage, and working with the Red Cross.

This grant funding is also supporting the Trusted Assessor programme. Trusted assessors employed by Shropshire Community Trust support care homes, the acute and ambulance services to ensure good patient flow and improved outcomes for people in care homes. The Trusted Assessor team are also delivering the Red Bag programme – which is being rolled out in phases.

Additional work is underway as a system to support care homes. The Care Home Advance Scheme in Shropshire aligns GP practices to care home settings and ensures that patients get the care planning that they need. The aim is to reduce hospital admissions and allow people to return home as soon as possible.

#### Health Inequalities

The BCF aligns with system work on improving health inequalities. The government publication, Place based approaches to health inequalities demonstrates causes of health inequalities and provides a map for strategic planners to consider how the system can work toward reducing inequalities through leadership, policy, and community led interventions. These include the Physiological impacts of health inequalities including high blood pressure, cholesterol, and mental health; Health behaviours including smoking, diet, exercise and alcohol; Physio-social factors including isolation, social networks, self-esteem; and Wider determinants of health including income, debt, employment and education.

The Better Care Fund works to support those people most in need to improve their health and wellbeing being through every programme, and particularly through Healthy Lives, Let's Talk Local and the VCSE prevention contracts. These programmes connect people to support in their community for social need (wider determinants, health behaviours, physio-social factors), as well as health and care needs. These programmes also work to reduce isolation and loneliness, improve social networks and support people to self-manage their long-term conditions. Additionally, integrated teams across prevention, admission avoidance and transfers of care, work to support people as close to home as possible and work to support people to find solutions to their health and social need.

#### Governance

The governance arrangements include a BCF task and finish groups which report to the Shropshire Joint Commissioning Group, who reports to the HWBB. The BCF is governed as part of the CCG and SC governing bodies (Boards and Cabinet). As well, the Better Care fund feeds into strategic planning of the STP to ensure alignment of strategic planning. Additionally, the role of the Better Care Fund manager sits within the STP programme office to ensure that strategic planning is aligned across health and care. The Long-Term Plan and the BCF plan are aligned and complimentary

As described in the previous sections the Better Care Fund supports integrated place-based working in Shropshire and are an integral part of the STP Long Term Plan. The Long Term Plan describes how Shropshire will take an integrated placed based approach to reduce health risk and to reduce impact on the system. The diagram below describes the key priorities of this system and demonstrates how we will work collaboratively to ensure people self-manage as much as possible, with referral to targeted prevention services and to specialist services at the right time.

## Better Care Fund 2019/20 Template

### 5. Income

Selected Health and Wellbeing Board:

Shropshire

Local Authority Contribution	
Disabled Facilities Grant (DFG)	Gross Contribution
Shropshire	£3,209,291
DFG breakdown for two-tier areas only (where applicable)	
<b>Total Minimum LA Contribution (exc iBCF)</b>	<b>£3,209,291</b>

iBCF Contribution	Contribution
Shropshire	£10,120,779
<b>Total iBCF Contribution</b>	<b>£10,120,779</b>

Winter Pressures Grant	Contribution
Shropshire	£1,393,823



<b>Total Winter Pressures Grant Contribution</b>	<b>£1,393,823</b>
--	-------------------

Are any additional LA Contributions being made in 2019/20? If yes, please detail below	Yes
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Local Authority Additional Contribution	Contribution	Comments - please use this box clarify any specific uses or sources of funding
Shropshire	£1,942,999	To include full BCF scheme values
Shropshire	£2,689,134	Use of unspent IBCF grant carried forward from 2018/19
<b>Total Additional Local Authority Contribution</b>	<b>£4,632,133</b>	

CCG Minimum Contribution	Contribution
NHS Shropshire CCG	£20,937,207
<b>Total Minimum CCG Contribution</b>	<b>£20,937,207</b>

Are any additional CCG Contributions being made in 2019/20? If yes, please detail below	Yes
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Additional CCG Contribution	Contribution	Comments - please use this box clarify any specific uses or sources of funding
NHS Shropshire CCG	£681,095	Contribution to LA to maintain value/commitment from 2018/19
<b>Total Addition CCG Contribution</b>	<b>£681,095</b>	
<b>Total CCG Contribution</b>	<b>£21,618,302</b>	

	2019/20
<b>Total BCF Pooled Budget</b>	<b>£40,974,328</b>

Funding Contributions Comments	
Optional for any useful detail e.g. Carry over	

## SCHEDULE 2 – GOVERNANCE

Further to clause 19 of the main terms of this Agreement, the governance of the Better Care Fund is as set out in this Schedule 2.

### 1. HEALTH AND WELLBEING BOARD:

The HWBB is a partnership board and legislated committee of the Council.

#### 1.1 Health and Wellbeing Board Aim and Vision (from the Joint HWB Strategy):

##### 1.1.1 Our Aim:

*To improve the population's health and wellbeing; to reduce health inequalities that can cause unfair and avoidable differences in people's health; to help as many people as possible live long, happy and productive lives by promoting health and wellbeing at all stages of life.*

##### 1.1.2 Our Vision:

*For Shropshire people to be the healthiest and most fulfilled in England*

The HWBB believes we need a new approach to health and care that nurtures wellness and encourages positive health behaviour at all stages of people's lives and across all communities. We need to:

**Start Well** – parents make good choices for their bumps and babes; early years and schools support good mental and physical health and wellbeing; services are available when and if they are needed;

**Live Well** – we make good choices for ourselves as we become adults to keep well and healthy, both physically and mentally; accessing support from services when and if they are needed;

**Age Well** – making good choices as an adult means that as Shropshire people age they are as fit and well as they can be; people continuing to make good lifestyle choices throughout their lives can prevent many long term conditions such as dementia and heart disease.

#### 1.2 TERMS OF REFERENCE:

##### 1.2.1 Purpose

The purpose of the HWBB is to bring together key leaders from local health and care organisations to work together to improve the health and wellbeing of local people and to reduce inequalities that are the cause of ill health. HWBB members work together to understand their local community's needs, agree priorities, and make decisions to improve the health and wellbeing of local people in Shropshire.

##### 1.2.2 Responsibilities

The HWBB will develop and implement a five year Health & Wellbeing Strategy



(HWBS); it will also develop, implement and annually refresh the HWB Action Plan. It will carry out this role through:

The HWBB will develop and implement a five year Health & Wellbeing Strategy (HWBS); it will also develop, implement and annually refresh the HWB Action Plan. It will carry out this role through:

- Taking a system leadership approach and working with partners across the health and wellbeing system to implement the vision and priorities as set out in the HWBS;
- Working with and influencing partners across Shropshire, and along Shropshire's boundaries, who make decisions that impact the wider determinants of health and wellbeing; these include but are not limited to planning, housing, transport, business and other partnership groups. The HWBB will do this in order to implement and deliver the vision and priorities as set out in the HWBS;
- Working with the people of Shropshire to support and promote healthy lifestyles at all stages, to improve the health and wellbeing of all people, but especially with those who need it most;
- Working with the people of Shropshire and service users to design and develop sustainable services;
- Convening the Health and Wellbeing Delivery Group and its subgroups, which is tasked with delivering key elements of the strategy; this may involve convening any necessary task and finish groups;
- Deliver the Better Care Fund programme in accordance with national guidelines and hold accountability for delivery of the Better Care Fund Plan, its associated metrics and budget in accordance with the local Partnership Agreement.
- Supporting integration and the joint commissioning of health and social care services for children, families and adults in Shropshire, through the Better Care Fund pooled budget arrangements.
- Being innovative in its approach to deliver integration and the joint commissioning of health and social care services for children, families and adults in Shropshire.
- Keeping under review, the financial and organisational implications of joint and integrated working across health and social care services, ensuring that performance and quality standards for health and social care services to children, families and adults are met and represent value for money across the whole system.
- Delivering its statutory obligations including oversight of the Care Act, Children and Adults Safeguarding Boards, joint commissioning arrangements of the SEND reforms; input into the CCG planning processes and its 5 Year Plan; and the Pharmaceutical Needs Assessment.
- Responding to any further legislative requirements as described through national policy and legislative changes.
- Developing a shared understanding of the needs of the local community through the development of an agreed Joint Strategic Needs Assessment (JSNA); the JSNA will analyse local need through locally collected quantitative and qualitative information.

- Working with Healthwatch Shropshire and through the HWBB's Communication and Engagement Group ensuring that appropriate communication, engagement and involvement takes place and contributes to the JSNA and decision making processes.
- Working with the Council's statutory boards including the Children's Trust, the Safer Stronger Communities Board, the Safeguarding Adults Board, and the Safeguarding Children's Board.
- The HWBB will act as a key forum for local democratic and public accountability of health, care and wellbeing promotion and services within Shropshire, prime financial policies and standing orders.
- Ensure that equality and diversity is proactively considered and promoted as part of the committee's business and its decision making.

### **1.2.3. Membership**

#### **Voting Members**

Cabinet Member – Portfolio Holder Health

Cabinet Member – Portfolio Holder Adult Social Care

Cabinet Member – Portfolio Holder Children's Services

Clinical Commissioning Group – Accountable Officer

Clinical Commissioning Group – Chair

Clinical Commissioning Group – Director of Contracting and Planning

Clinical Commissioning Group – Director of Performance and Delivery

Director of Children's Services

Director of Adult Services

Director of Public Health

Representative from Healthwatch

Voluntary and Community Sector Assembly – Chair

NHS England

#### **System Leaders/ Non-Voting Members**

Shrewsbury and Telford Hospital NHS Trust – Chief Executive

Shropshire Community Health NHS Trust – Chief Executive

South Staffordshire & Shropshire Foundation NHS Trust – Chief Executive

Shropshire Partners in Care – Chief Officer

GP Federation – Chair

Business Board – Chair

System leaders (from all sectors) will be invited to discuss relevant issues as needed

- 1 Membership will be reviewed regularly to adjust for changes as required by the purpose of the HWBB.
- 2 Members who cannot attend should only send a named deputy if approved by the Chair or Vice Chair of the HWBB. Deputies will have the decision-making and voting rights of the person he/she is representing.

#### **1.2.4. Meeting Arrangements**

Co- Chair – the HWBB will operate a co-chair arrangement selected and agreed by the HWBB; one Portfolio Holder HWBB Member and one CCG HWBB member.

Notice of Meetings – meetings of the HWBB will be arranged 5 full working days in advance by Shropshire Council, who will also provide the clerking and recording of the meeting.

Quorum – Quorum for all meetings of the HWBB is 50% of voting members with at least two representatives from Shropshire Council, at least two from the CCG, and at least one other.

Substitutes – Nominating groups may appoint a substitute member for each position; notification of the named substitute member must be made prior to the meeting start. Substitute members will have full voting rights.

Meeting Frequency – The HWBB will meet at least quarterly.

Status – Meetings of the HWBB will be open to the press and public and the agenda reports and minutes will be available on the Council's website at least five working days in advance of each meeting. There will be an opportunity for members of the public to ask questions. A response to the question will be tabled and a brief opportunity will be provided to the member of the public to ask a follow-up question. Guidance for this process is available on the Shropshire Council website.

Election – The Co-Chairs of the HWBB are elected from the group of Portfolio Holder HWBB Members and the HWBB Members annually.

Decision making – it is expected that decisions will be reached by consensus; however, if a vote is required it will be determined by a simple majority of members present and voting. If there are equal members for or against, the Chair will have a casting vote

#### Member Responsibilities



Represent views of the HWBB as required; adhere to the principles of the HWBB and behave in a manner conducive to partnership working and collaboration

Confidential Items – Members of the public and press may only be excluded either in accordance with the Access to Information Rules as set out in Part 4 of Shropshire Council's Constitution or Rule 26 (Disturbance by the Public).

#### **1.2.5. Principles**

To drive a genuinely collaborative approach to the commissioning and delivery of services which improve the health and wellbeing of local people, the HWBB will abide by the following principles:-

- The HWBB will work primarily to improve the health and wellbeing of the citizens of Shropshire;
- The HWBB will work collaboratively and consensually;
- The HWBB will add value over and above our current arrangements to really tackle key priorities and delivery outcomes for our communities;
- Members of the HWBB will have genuine levels of trust and an open and honest willingness to work collaboratively;
- Will develop creative and constructive challenge to ensure that the HWBB is always working to maximise its potential as partners;
- Will be pro-active by developing collaborative working to deliver the HWBB strategy, whilst maintaining appropriate flexibility to respond to issues as they arise

#### **1.2.6. Governance**

Under section 194 of the Health and Social Care Act 2012, the HWBB is a committee of the Local Authority (as part of section 102 of the Local Government Act 1972). However, it is a committee where modifications to the strict rules of section 102 don't always apply and can disapply.

The HWBB does not have delegated financial authority but makes recommendations to the governing bodies on strategic matters.

The HWBB has a number of sub-groups and will convene task and finish groups as needed to develop and deliver the HWB Strategy. The HWB Delivery Group reports to the HWBB and has a number of partnership groups that report through the Delivery Group to the HWBB. These include:

- The Communication and Engagement Group
- The JCG
- The Children's Trust

- Mental Health Partnership
- Carers Partnership Board
- Healthy Lives

Subgroups may be added or changed from time to time and reflected in an annual update of the HWBB.

The HWBB also works with our Partnership Boards to deliver the HWB Strategy, this includes, the Safeguarding Children's Board, the Safeguarding Adults Board, and the Safer Stronger Communities Board.

#### **1.2.7. Accountability**

The HWBB, as a committee of the Council, will report to Full Council as required.

The actions of the HWBB will be subject to independent scrutiny by the relevant members of the Overview and Scrutiny Committee of the Council.

The terms of reference will be reviewed annually to ensure that the HWBB is fit for purpose and able to respond to the changes in the way we work.

#### **1.2.8 Conduct of the HWBB Committee**

- The HWBB shall conduct itself in accordance with the HWBB principles.
- The HWBB shall conduct its business in accordance with national guidance, relevant codes of practice including the Nolan Principles and the Conflict of Interest policy.

#### **1.2.9 Equality Statement**

- The HWBB, the CCG and the Council are committed to reducing health inequalities, and promoting equality in all responsibilities – as commissioners and providers of services, as a partner in the local economy and as an employer.
- All sub-committees of the CCG and the Council have duties ensuring that all users and potential users of services and employees are treated fairly and respectfully with regard to the protected characteristics of age, disability, gender, reassignment, marriage or civil partnership, pregnancy and maternity, race, religion, sex and sexual orientation.

## **2. JOINT COMMISSIONING GROUP:**

As part of the HWBB, the CCG's Governing Body and the Council resolve to establish a joint committee of both statutory bodies; known as the JCG.

The JCG is established in accordance with the CCG's Constitution, Standing Orders and Scheme of Reservation & Delegation; and the Council's delegated authority under its Constitution



The JCG will report into the HWBB having oversight of the deployment of the Pooled Fund “Better Care Fund” (BCF) and is aligned to the delivery of the HWBB vision and aims set out above.

## **2.1. Purpose**

The JCG is the committee responsible for developing, delivering and monitoring the Better Care Fund (BCF) schemes;

The JCG shall provide assurance to the HWBB Delivery Group and the HWBB (and governing bodies of the CCG and the Council’s Cabinet as needed) on the BCF.

The JCG is established to ensure services commissioned using the pooled fund are in line with the delivery principles of the Shropshire BCF.

The JCG provides oversight for the development and delivery of the joint funded BCF; and shall ensure that commissioned services;

- ☐ are in line with the needs of the local population and the strategic objectives of the CCG and the Council;
- ☐ include services and service changes to ensure financial balance;
- ☐ are evidence based; inclusive of national and local requirements.

The JCG shall make recommendations to the HWBB and the governing bodies on the schemes, programmes of work, and funding to deliver the vision and aims of the Shropshire BCF.

The JCG will report to the HWBB Delivery Group which maintains strategic oversight of constituent organisational plans to ensure they deliver the vision and aims of a whole system approach to improving population health, overseen by the HWBB

## **2.2 Responsibilities**

- Oversee and recommend to the HWBB the development of a joint commissioning arrangements and strategy for Shropshire.
- Lead on the development, delivery and implementation of the BCF Programme, ensuring financial and performance monitoring; reporting to the HWBB
- Oversee development of the annual BCF Plan and commissioning intentions for the BCF Pooled Fund, ensuring delivery of national and local requirements together with systems objectives for the commissioning and delivery of health and social care.
- Manage the Better Care Fund Assurance Framework, ensuring any areas of concern are reported to the CCG’s Governing Body, the Council and the HWBB, along with mitigating actions.
- Oversee the contribution to the JSNA, making recommendations as appropriate to the respective statutory bodies, ensuring that the outcomes are reflected in the BCF priorities for its commissioning and decommissioning of health or social care services.
- Inform and make recommendations to the CCG Governing Body and the Council; on joint commissioning arrangements within the BCF, ensuring that these arrangements are effective

- Initiate service reviews where it is felt that services do not provide sufficient quality and value for money.
- Ensure continuous improvement to joint working, integration, the pooled budget and developing delegated authority and decision making.
- Manage and review the development of health and social care pathways that support the systems' vision promoting independence clinical quality and safety making recommendations as appropriate.
- Manage and review the development of new schemes, reviewing appropriate business cases to ensure all necessary evidence is provided to support effective decision making, and provide recommendations to the CCG Governing Body and the Council, as appropriate
- Manage and review investment and disinvestment prioritisation processes on behalf of the CCG and the Council, evaluate outcomes of pilot schemes as appropriate.
- Ensure robust arrangements exist for local patient and public involvement, demonstrating that patients and stakeholders have been engaged appropriately.
- Ensure that CCG and Council policies and procedures are followed, including governance arrangements as set out in any schemes of delegation, prime financial policies and standing orders.
- Ensure that equality and diversity is proactively considered and promoted as part of the committee's business and its decision making.

### **2.3. Membership of the Joint Commissioning Group:**

The membership of the JCG will be as follows:

- Head of Adult Services, SC
  - Head of Service, Children's Services, SC
  - Director of Contracting and Performance, CCG
  - Director of Delivery and Performance, CCG
  - Director of Finance, CCG
  - Senior Finance Lead, SC
  - Better Care Fund Manager – Joint Post
  - Lead for Admissions Avoidance, CCG or SC
  - Lead for Delayed Transfers, CCG or SC
  - Lead for Prevention, SC
- 1 Membership will be reviewed regularly to adjust for changes as required by the purpose of the JCG.
  - 2 Members who cannot attend should only send a named deputy if approved by the Chair or Vice Chair of the JCG. Deputies will have the decision-making and voting rights of the person he/she is representing.

- 3 A decision put to a vote at the meeting shall be determined by a majority of the votes of members and deputies present. In the case of an equal vote, the Chair of the JCG shall have a second and casting vote.

### **3. Meeting Arrangements:**

Co-Chair – Meetings will be operated by a co-chair arrangement, one from the Council and one from the CCG; to be elected annually.

Notice of Meetings – Shropshire Together will provide administration

Meeting Frequency – monthly

Agenda and Papers – Partners are encouraged to provide agenda items and papers for the JCG; and papers will be provided to the group at least 2 days in advance.

Review of the Terms of Reference – annually

Minutes – meeting shall be recorded

### **4. Quorum**

A minimum of six members; 3 from CCG and 3 from the Council, will constitute a quorum, so long as this includes either the Chair or Vice Chair.

A decision put to a vote at the meeting shall be determined by a majority of the votes of members and deputies present. In the case of an equal vote, the Chair of the JCG shall have a second and casting vote.

### **5. Governance**

Financial probity is through this Section 75 agreement and SFIs/SFOs of the CCG and the Council.

The JCG will report to the HWBB and the governing bodies as required.

The JCG will make recommendations to all partner groups as needed.

The JCG will have oversight of how and where services are contracted for/ provided

The CCG and the Council will be required to provide proof of commitment to joint working schemes, services and programme of work

The JCG will provide regular reports on key issues to the Healthy and Wellbeing Delivery Group, HWBB, CCG Governing Body and the Council for final decision making and to provide assurance in key areas.

### **6. Conduct of the JCG**

- The JCG shall conduct itself in accordance with the HWBB principles.



- The JCG shall conduct its business in accordance with national guidance, relevant codes of practice including the Nolan Principles and the Conflict of Interest policy.

## **7. Equality Statement**

- The CCG and the Council are committed to promoting equality in all responsibilities – as commissioners and providers of services, as a partner in the local economy and as an employer.
- All sub-committees of the CCG and the Council have duties ensuring that all users and potential users of services and employees are treated fairly and respectfully with regard to the protected characteristics of age, disability, gender, reassignment, marriage or civil partnership, pregnancy and maternity, race, religion, sex and sexual orientation.

## SCHEDULE 3 – FINANCIAL ARRANGEMENTS, RISK SHARE AND OVERSPENDS

- 1 Unless the context otherwise requires, the defined terms used in this Schedule shall have the same meanings as set out in Clause 1 of the main body of this Agreement.
- 2 Subject to any contrary provision in the relevant Scheme Specification, the Parties agree that Overspends or Underspends shall be managed in accordance with section 4 (Risk Share) of this Schedule 3

### Financial Contributions

3

BCF Total Budget 2019/20	<b>£40,974,328</b>
Total Pooled Fund Amount 2019/20	<b>£7,779,302</b>
Total Non-Pooled Amounts 2019/20	<b>£33,195,026</b>
Non Pooled Amounts as follows:	
CCG Revenue Schemes	<b>£13,839,000</b>
Shropshire Council Revenue Schemes (including iBCF Schemes)	<b>£16,146,735</b>
Disabled Facilities Grants	<b>£ 3,209,291</b>

CONTRIBUTING PARTNER ORGANISATION	POOLED FUND CONTRIBUTION AMOUNT <b>2019/20</b>	CONTRIBUTIONS TO BE PAID TO THE HOST AUTHORITY:	NON-POOLED FUND CONTRIBUTION AMOUNT <b>2019/20</b> (TO BE HELD BY THE CONTRIBUTING PARTNER)	TOTAL BCF CONTRIBUTION <b>2019/20</b>
SHROPSHIRE COUNCIL	-	-	<b>£19,356,026</b>	<b>£19,356,026</b>
SHROPSHIRE CCG	<b>£7,779,302</b>	MONTHLY FOLLOWING RECEIPT OF AN INVOICE FROM THE HOST ORGANISATION	<b>£13,839,000</b>	<b>£21,618,302</b>
	<b>£7,779,302</b>			<b>£40,974,328</b>

			£33,195,026	
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#### 4. Risk Share

The Partners have agreed that the responsibility for financial and operational risks associated with the delivery of a Service shall remain the responsibility of the Partner, who in accordance with its statutory functions, is responsible for commissioning or providing that Service. For the avoidance of doubt, Underspends shall be dealt with in accordance with clause 12.7 of this Agreement. This Risk Share arrangement will be reviewed within 12 months of the Commencement Date and any amendments shall be agreed in writing between the parties.

## **SCHEDULE 4 – JOINT WORKING OBLIGATIONS**

### **Part 1 – LEAD COMMISSIONER OBLIGATIONS**

Terminology used in this Schedule shall have the meaning attributed to it in the NHS Standard Form Contract save where this Agreement or the context requires otherwise.

1. The Lead Commissioner shall notify the other Partners if it receives or serves:
  - 1.1 A Change in Control Notice;
  - 1.2 a Notice of a Event of Force Majeure;
  - 1.3 a Contract Query;
  - 1.4 Exception Reports and provide copies of the same.
- 2 The Lead Commissioner shall provide the other Partners with copies of any and all:
  - 2.1 CQUIN Performance Reports;
  - 2.2 Monthly Activity Reports;
  - 2.3 Review Records; and
  - 2.4 Remedial Action Plans;
  - 2.5 JI Reports;
  - 2.6 Service Quality Performance Report;
3. The Lead Commissioner shall consult with the other Partners before attending:
  - 2.7 an Activity Management Meeting;
  - 2.8 Contract Management Meeting;
  - 3.3 Review Meeting and, to the extent the Service Contract permits, raise issues reasonably requested by a Partner at those meetings
- 3 The Lead Commissioner shall not:
  - 3.1 permanently or temporarily withhold or retain monies pursuant to the Withholding and Retaining of Payment Provisions;
  - 3.2 vary any Provider Plans (excluding Remedial Action Plans);
  - 3.3 agree (or vary) the terms of a Joint Investigation or a Joint Action Plan;
  - 3.4 give any approvals under the Service Contract;
  - 3.5 agree to or propose any variation to the Service Contract (including any Schedule or Appendices);
  - 3.6 suspend all or part of the Services;
  - 3.7 serve any notice to terminate the Service Contract (in whole or in part);
  - 3.8 serve any notice;
  - 3.9 agree (or vary) the terms of a Succession Plan;

without the prior approval of the other Partners (acting through the [JCB]) such approval not to be unreasonably withheld or delayed.

- 4 The Lead Commissioner shall advise the other Partners of any matter which has been referred for dispute and agree what (if any) matters will require the prior approval of one or more of the other Partners as part of that process.
- 5 The Lead Commissioner shall notify the other Partners of the outcome of any Dispute that is agreed or determined by Dispute Resolution  
2.
7. The Lead Commissioner shall share copies of any reports submitted by the Service Provider to the Lead Commissioner pursuant to the Service Contract (including audit reports)

## **Part 2 – OBLIGATIONS OF THE OTHER PARTNER**

Terminology used in this Schedule shall have the meaning attributed to it in the NHS Standard Form Contract save where this Agreement or the context requires otherwise.

- 1 Each Partner shall (at its own cost) provide such cooperation, assistance and support to the Lead Commissioner (including the provision of data and other information) as is reasonably necessary to enable the Lead Commissioner to:
  - 1.1 Resolve disputes pursuant to a Service Contract;
  - 1.2 Comply with its obligations pursuant to a Service Contract and this Agreement;
  - 1.3 Ensure continuity and a smooth transfer of any Services that have been suspended, expired or terminated pursuant to the terms of the relevant Service Contract;
- 1
- 2 No Partner shall unreasonably withhold or delay consent requested by the Lead Commissioner.
- 3 Each Partner (other than the Lead Commissioner) shall:
  - 3.1 Comply with the requirements imposed on the Lead Commissioner pursuant to the relevant Service Contract in relation to any information disclosed to the other Partners;
  - 3.2 Notify the Lead Commissioner of any matters that might prevent the Lead Commissioner from giving any of the warranties set out in a Services Contract or which might cause the Lead Commissioner to be in breach of warranty.



## Schedule 5– PERFORMANCE ARRANGEMENTS

The Partners agree that they shall agree and implement Local Metrics to be met through the BCF Plan within 6 calendar months from the Commencement Date. A written record of the agreed Local Metrics shall be executed by the authorised signatories of the parties to this Agreement and shall be added to this Schedule 5.

### Better Care Fund – Targets for 2019-20

**Long-term support needs of older people (age 65 and over) met by admission to residential and nursing care homes, per 100,000 population.**

2019/20	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Profile (target)	150	300	450	594

**Proportion of older people (65 and over) who were still at home 91 days after discharge from hospital into reablement / rehabilitation services**

2019/20	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Target	82%	82%	82%	82%

**Delayed Transfers of Care (delayed days) from hospital per 100,000 population (aged 18+).**

2019/20	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Target				

DTOC target based on 17 delayed days per day across NHS, ASC and Joint multiplied by number of days per quarter. **The target recommended to see an improvement year on year rather than a definitive number.**

### Non-elective Admissions

2019/20	Q1 19/20	Q2 19/20	Q3 19/20	Q4 19/20
Target	9773	8890	9353	9346

Local measures have been in place for Redwoods – these were set and tracked by NHS

### Data Source

NHS England

<https://www.england.nhs.uk/statistics/statistical-work-areas/hospital-activity/monthly-hospital-activity/mar-data/>

## SCHEDULE 6 -POLICY FOR THE MANAGEMENT OF CONFLICTS OF INTEREST

Both Shropshire Council and Shropshire CCG have established and practiced Conflicts of Interest policies in place. For the purpose of this Agreement the Partners agree to adopt the following principles in the governance and delivery of the Better Care Fund Plan.

**Doing business appropriately.** If Commissioners get their needs assessments, consultation mechanisms, commissioning strategies and procurement procedures right from the outset, then conflicts of interest become much easier to identify, avoid and/or manage, because the rationale for all decision-making will be clear and transparent and should withstand scrutiny;

**Being proactive, not reactive.** Commissioners should seek to identify and minimise the risk of conflicts of interest at the earliest possible opportunity, for instance by:

- considering potential conflicts of interest when electing or selecting individuals to join the governing body or other decision-making bodies;
  - ensuring individuals receive proper induction and training so that they understand their obligations to declare conflicts of interest.
  - They should establish and maintain registers of interests, and agree in advance how a range of possible situations and scenarios will be handled, rather than waiting until they arise;
- 3.

**Assuming that individuals will seek to act ethically and professionally, but may not always be sensitive to all conflicts of interest.** Rules should assume people will volunteer information about conflicts and, where necessary, exclude themselves from decision-making, but there should also be prompts and checks to reinforce this;

**Being balanced and proportionate.** Rules should be clear and robust but not overly prescriptive or restrictive. They should ensure that decision-making is transparent and fair, but not constrain people by making it overly complex or cumbersome;

**Openness.** Ensuring early engagement with patients, the public, clinicians and other stakeholders, including local Healthwatch, in relation to proposed commissioning plans;

**Responsiveness and best practice.** Ensuring that commissioning intentions are based on local health needs and reflect evidence of best practice – securing ‘buy in’ from local stakeholders to the clinical case for change;

**Transparency.** Documenting clearly the approach taken at every stage in the commissioning cycle so that a clear audit trail is evident;

**Securing expert advice.** Ensuring that plans take into account advice from appropriate health and social care professionals, e.g. through clinical senates and networks, and draw on commissioning support, for instance around formal consultations and for procurement processes;

**Engaging with Providers.** Early engagement with both incumbent and potential new providers over potential changes to the services commissioned for a local population;

**Creating clear and transparent commissioning specifications** that reflect the depth of engagement and set out the basis on which any contract will be awarded;

**Each Partner shall follow its own legal arrangements and procurement processes in accordance with their respective constitutional and governance arrangements,** including even-handed approaches to providers;

**Ensuring sound record-keeping, including up to date registers of interests;** and

**A clear, recognised and easily enacted system for dispute resolution.**

## **SCHEDULE 7 – INFORMATION GOVERNANCE PROTOCOL**

It is acknowledged that the Information Governance Protocol currently included within this Schedule 7 needs to be reviewed and updated in accordance with the General Data Protection Regulations and Data Protection Act 2018 and any other related or associated data protection legislation and guidance. The Partners shall agree a revised Information Governance Protocol within 6 calendar months of the Commencement Date, or such other timeframe as shall be agreed in writing. Once agreed, the revised Information Governance Protocol shall be executed by the authorised signatories of the parties to this Agreement and shall be inserted into this Schedule 8 in replacement of the existing Information Governance Protocol dated 2015. Until such time as the revised Information Governance Protocol is in place, it is agreed that the Partners shall adhere to the principles of the Information Governance Protocol currently included below.

# SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

## Part 1: Front Sheet

IG Reference	
Protocol Reference	

**1.** This Data Sharing Framework Protocol comprises this Part 1 (Front Sheet). Part 2 (Terms and Conditions) and the Schedules. It sets out the terms on which the Shropshire and Telford & Wrekin Partnership Signatories agrees to share Data with the Data Recipient.

**2. The purpose of this Protocol is to:**

- clarify the responsibilities of the parties in relation to the Data;
- outline the data security principles and requirements with which the Data recipient must comply;
- set out the audit rights of the Protocol signatories
- impose confidentiality requirements on the Data Recipient, and
- include arrangements for termination of this Protocol.

**3. The term of this Protocol shall be:**

<b>Start Date</b>	April 2015	<b>Review Date</b>	April 2018
<b>Term:</b>	3 Years		

**4. No data will be shared directly under this Protocol.** Each time a data recipient wishes to receive data, a Data Sharing Agreement (DSA) will be completed and signed by the parties concerned. In no circumstances will a DSA be agreed without the recipient parties receiving this overarching Protocol and complying with the terms.

**5. Each DSA will include details of:**

- the Data to be provided;
- the legal basis for sharing the Data;
- the purpose of the sharing and use of the Data;
- the method of transfer;
- any special terms and conditions for the use or reuse of the Data; and
- any charges payable for the provision of the Data where applicable.

**6.** If there is a conflict or inconsistency between any provision contained in Part 1, (Front sheet) Part 2 (Terms and Conditions) and the Schedules, the provisions of this Part 1 shall prevail, then Part 2, then the Schedules.

## SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

### SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

Version: 2.0

By signing this Part 1, the parties agree to be bound by the terms of this Protocol.

Organisation	Healthwatch Shropshire
Name:	J RANDALL-SMITH
Signature:	Jane Randall-Smith
Role:	Chief Officer
Date:	10 <sup>th</sup> February 2015

Organisation	
Name:	
Signature:	
Role:	
Date:	

Organisation	
Name:	
Signature:	
Role:	
Date:	

Organisation	
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Organisation	
Name:	
Signature:	
Role:	
Date:	

Data Sharing Framework Protocol

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v1.1 Final April 2015

Data Sharing Framework Protocol

v1.1 Final April 2015

## SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

Organisation	Healthwatch Telford & Wrekin
Name:	JANE CHAPLIN
Signature:	<i>Jane Chaplin</i>
Role:	Joint Chair
Date:	11th February 2015

Organisation	
Name:	
Signature:	
Role:	
Date:	

Organisation	
Name:	
Signature:	
Role:	
Date:	

Organisation	
Name:	
Signature:	
Role:	
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Organisation	
Name:	
Signature:	
Role:	
Date:	

2015 April v0.2 Draft STWP Data Sharing Agreement (DSA) Revised.doc




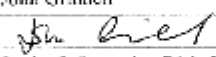
# SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

## SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

Version: 2.0

By signing this Part 1, the parties agree to be bound by the terms of this Protocol.

<b>Organisation</b>	The Robert Jones and Agnes Hunt Orthopaedic Hospital NHS Foundation Trust
<b>Name:</b>	Jayne Downey
<b>Signature:</b>	
<b>Role:</b>	Caldicott Guardian
<b>Date:</b>	6 <sup>th</sup> May 2015

<b>Organisation</b>	The Robert Jones and Agnes Hunt Orthopaedic Hospital NHS Foundation Trust
<b>Name:</b>	John Grinnell
<b>Signature:</b>	
<b>Role:</b>	Senior Information Risk Owner (SIRO)
<b>Date:</b>	6 <sup>th</sup> May 2015

<b>Organisation</b>	
<b>Name:</b>	
<b>Signature:</b>	
<b>Role:</b>	
<b>Date:</b>	

<b>Organisation</b>	
<b>Name:</b>	
<b>Signature:</b>	
<b>Role:</b>	
<b>Date:</b>	

<b>Organisation</b>	
<b>Name:</b>	
<b>Signature:</b>	
<b>Role:</b>	
<b>Date:</b>	

Data Sharing Framework Protocol 2 v1.1 Final April 2015

Data Sharing Framework Protocol

v1.1 Final April 2015



## SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

### SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

Organisation	NHS TELFORD & WREKIN CCG
Name:	ALISON SMITH
Signature:	<i>Alison Smith</i>
Role:	CALDICOTT GUARDIAN
Date:	05/03/15

Organisation	
Name:	
Signature:	
Role:	
Date:	

Organisation	
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Role:	
Date:	

Organisation	
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Role:	
Date:	

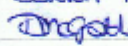
Organisation	
Name:	
Signature:	
Role:	
Date:	

# SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

## SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

Version: 2.0

By signing this Part 1, the parties agree to be bound by the terms of this Protocol.

Organisation	SHROPSHIRE CC
Name:	DONNA McGRATH
Signature:	
Role:	CHIEF FINANCE OFFICER
Date:	11-02-2015

Organisation	
Name:	
Signature:	
Role:	
Date:	

Organisation	
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Role:	
Date:	

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Date:	

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# SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

## SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

Version: 2.0

By signing this Part 1, the parties agree to be bound by the terms of this Protocol.

Organisation	SHROPSHIRE
Name:	ALL CLEMENTS
Signature:	<i>[Signature]</i>
Role:	MEDICAL DIRECTOR / CALDICOTT GUARDIAN
Date:	18.2.15

Organisation	
Name:	
Signature:	
Role:	
Date:	

Organisation	
Name:	
Signature:	
Role:	
Date:	

Organisation	
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Organisation	
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Signature:	
Role:	
Date:	

# SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

## SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

Version: 2.0

By signing this Part 1, the parties agree to be bound by the terms of this Protocol.

<b>Organisation</b>	SHROPSHIRE COUNCIL
<b>Name:</b>	CLAIRE PORTER
<b>Signature:</b>	
<b>Role:</b>	HEAD OF LEGAL, STRATEGY & DEMOCRACY (SIRLO)
<b>Date:</b>	17.3.2015

<b>Organisation</b>	
<b>Name:</b>	
<b>Signature:</b>	
<b>Role:</b>	
<b>Date:</b>	

<b>Organisation</b>	
<b>Name:</b>	
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<b>Role:</b>	
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<b>Organisation</b>	
<b>Name:</b>	
<b>Signature:</b>	
<b>Role:</b>	
<b>Date:</b>	

Data Sharing Framework Protocol

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Data Sharing Framework Protocol

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# SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

## SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

Version: 2.0

By signing this Part 1, the parties agree to be bound by the terms of this Protocol.

Organisation: TELFORD + WREKIN COUNCIL  
 Name: KEN CLARKE  
 Signature: *[Signature]*  
 Role: ANT. DIRECTOR: FINANCE, AUDIT + I.G. (C.F.O. + S.M.O.)  
 Date: 10/02/15.

Organisation: TELFORD + WREKIN COUNCIL  
 Name: PAUL TAYLOR  
 Signature: *[Signature]*  
 Role: DIRECTOR HEALTH, WELLBEING + CARE (DASS, CHAIRMAN)  
 Date: 12.2.2015

Organisation:  
 Name:  
 Signature:  
 Role:  
 Date:

Organisation:  
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Organisation:  
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## SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

### SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

Version: 2.0

By signing this Part 1, the parties agree to be bound by the terms of this Protocol.

Organisation	SHREWSBURY AND TELFORD HOSPITAL NHS
Name:	DRO EMMAN BORMAN
Signature:	<i>Emman Borman</i>
Role:	MEDICAL DIRECTOR / CALDICOTT E.
Date:	13TH FEBRUARY 2015

Organisation	
Name:	
Signature:	
Role:	
Date:	

Organisation	
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# SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

## SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

Version: 1.1 April 2015

By signing this Part 1, the parties agree to be bound by the terms of this Protocol.

<b>Organisation</b>	SOUTH STAFFORDSHIRE AND SHROPSHIRE HEALTHCARE NHS FT
<b>Name:</b>	DR CLAIRE BARKLEY
<b>Signature:</b>	<i>Claire Barkley</i>
<b>Role:</b>	CALDERCOTT GUARDIAN
<b>Date:</b>	19.03.2015

<b>Organisation</b>	
<b>Name:</b>	
<b>Signature:</b>	
<b>Role:</b>	
<b>Date:</b>	

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<b>Role:</b>	
<b>Date:</b>	

# SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

## SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

Version: 2.0

By signing this Part 1, the parties agree to be bound by the terms of this Protocol.

Organisation: CHESHAMBOURNE POLICE  
Name: DAVID MURPHY  
Signature: [Signature]  
Role: ASSTANT - Police Commander  
Date: 13/2/15

Organisation: \_\_\_\_\_  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Role: \_\_\_\_\_  
Date: \_\_\_\_\_

Organisation: \_\_\_\_\_  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Role: \_\_\_\_\_  
Date: \_\_\_\_\_

Organisation: \_\_\_\_\_  
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Role: \_\_\_\_\_  
Date: \_\_\_\_\_

Organisation: \_\_\_\_\_  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Role: \_\_\_\_\_  
Date: \_\_\_\_\_

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## SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

### SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

Version: 1.1 April 2015

By signing this Part 1, the parties agree to be bound by the terms of this Protocol.

Organisation	Shropshire Community Health NHS Trust
Name:	Mr Steve Gregory
Signature:	
Role:	Calchcott Guardian
Date:	13 May 2015

Organisation	
Name:	
Signature:	
Role:	
Date:	

Organisation	
Name:	
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# SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

## Part 2: Terms and Conditions

### 1. Interpretation

Capitalised words and expressions used in this Protocol shall bear the meanings given to them in Schedule 1. The rules of interpretation set out in Schedule 1 shall apply to this Protocol.

### 2. Shropshire and Telford & Wrekin Partnership Participant Responsibilities

The Data Controller will transfer the Data to the Data recipient (or, if specified in the DSA the data processor authorised by the Data Controller) using the data transfer method set out in the relevant DSA.

The participants signed up to the Protocol are the individual Data Controllers, for the Data insofar as the Data constitutes Personal Data.

### 3. Licence and Intellectual Property

The participants of the ST&WP grants to the Data Recipient a non-exclusive, revocable licence to use the Data in the Territory for the duration of the term of the relevant DSA solely for the purpose and only in accordance with this Protocol and the relevant DSA.

The Data recipient shall not be entitled to sub-licence the Data unless:

The Data Controller has specifically authorised such sub-licensing in the DSA;

the Data Recipient complies at all times with the sub-licensing conditions set out in the DSA, which shall be in the form set out in Schedule 5; and

the Data Recipient has entered into an agreement with any sub-licensee for the sub-licensing of the Data which contains provisions which are, as a minimum, equivalent to those set out in this Protocol and the DSA.

The Intellectual Property Rights in the Data and any derivative works shall remain at all times the property of the Data Controller. All rights in the Data expressly granted under the relevant DSA are reserved to the Data Controller.

The Data recipient shall ensure that any publication derived from the Data by any party complies with the following guidance: Anonymisation Standard for Publishing Health and Social Care Data available at:

<http://www.isb.nhs.uk/library/standard/128> and

Anonymisation: managing data protection risk code of practice available at [http://ico.org.uk/for\\_organisations/data\\_protection/topic\\_guides/anonymisation](http://ico.org.uk/for_organisations/data_protection/topic_guides/anonymisation) (please refer to the current web link)

## SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

### 4. Data Recipient responsibilities

Where the Data recipient obtains Data from the Data Controller:

If the Data constitutes Personal Data, the Data Recipient shall hold the Data as a Data Controller (either alone or in common or jointly with the original Data Controller, as specified in the DSA); or

if the Data constitutes Non-Identifiable Data, but then the Data becomes Personal Data in the hands of the Data Recipient, the Data Recipient shall become a Data Controller.

Where the Data Recipient obtains Data from the Data Controller that does not constitute Personal Data the Data is not subject to the requirements of the DPA. However, the Data Recipient shall be responsible for processing such Data in accordance with all Applicable Laws and all regulatory standards applicable to such Data.

The Data Recipient shall:

- use the Data in accordance with the Purpose
- process the Data only in accordance with the terms of this Protocol and the relevant DSA, including any Special Conditions contained in the DSA;
- not share the Data with any third party without the prior written consent of the Data Controller;
- ensure that staff processing the Data are suitably trained and made aware of their responsibilities in handling the Data;
- subject to Clause 13, on termination of this Protocol, the relevant DSA or earlier if use of the Data is completed, destroy the Data, together with all hard or soft copies of the same and certify such destruction to the Data Controller;
- notify any Data Breach to the Data Controller as soon as the Data Recipient discovers such Data Breach. The Data Controller to assess whether a Serious Incident Requiring Investigation (SIRI) report needs to be made, as mandated by the Information Governance Toolkit. Such assessment must include whether or not to report the Data Breach to the Information Commissioner;
- immediately notify the Data Controller if it no longer has a legal basis on which to process the Data.

Unless specified in the Purpose or otherwise authorised by the Data Controller, the Data Recipient must not combine the Data with any other Data held by the Data Recipient and must not seek to re-identify any individual from the Data.

## SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

If the Data Recipient is obliged to respond to requests under the Freedom of Information Act and a request is received regarding the Data, the Data Recipient must consult with the Data Controller prior to any release of Data.

The Data Recipient shall comply at all times with:

- the Data Security Requirements set out in Schedule 2; and
- the DPA (to the extent that the Data includes Personal Data or becomes Personal Data in the hands of the Data Recipient), the common law duty of confidentiality all other Applicable Law and Department of Health directives covering issues of data sharing, including but not limited to those listed in Schedule 3.

Before undertaking any Publishing activity using the Data or any derived information, the Data Recipient will undertake an organisational risk assessment exercise to ensure compliance with the terms of this Protocol and the relevant DSA. The Data Recipient shall conduct the risk assessment in accordance with the standards set out in the Anonymisation Standard for Publishing Health and Social Care Data.

### 5. Data Protection

To the extent that any of the Data constitutes Personal Data, the Data Recipient shall process such Data at all times in accordance with the DPA, as applicable.

The Data Recipient shall not transfer Personal Data to another territory outside the European Economic Area except with the express prior written consent of the Data Controller and only in circumstances when such transfer is permitted under the DPA.

Where the Data includes Personal Data, the Data Recipient shall:

- store and process the Data securely, and destroy it when it is no longer needed for the Purpose;
- not Publish the Data without the prior written consent of the Data Controller. In deciding whether to give its consent, the Data Controller shall consider whether the Data has been de-identified to a standard suitable for subsequent release in compliance with the Anonymisation Standard for Publishing Health and Social Care Data;
- maintain good information governance standards and practices, meeting or exceeding the Information Governance Toolkit standards required of its organisation type; as applicable.
- not disseminate the Data, or a subset of the Data, to other bodies without prior written consent from the Data Controller;

## SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

- take reasonable steps to ensure the reliability of each of its Personnel who have access to the Personal Data;
- inform the Data Controller immediately if it receives any communication from the Information Commissioner's Office which relates to the Personal Data;
- ensure access to the Data is managed, auditable and restricted to those needing to process the Data.

The Data Recipient must not contact any individual that could be identified from the information supplied, except with the prior written consent of the Data Controller. In determining whether to grant such consent, the Data Controller will consider the statutory authority and the public interest, having regard to guidance published by the Department of Health, NHS England or the HSCIC.

In the event of any change in data protection laws subsequent to the date of signature of this Protocol, the Data Recipient shall take such steps (including, agreeing to additional obligations and/or executing additional documents) as may be requested by the Data Controller to ensure that the transfer to the Data Recipient, and the processing by the Data Recipient, of the Personal Data complies with such data protection laws.

The Data Recipient may only appoint a data processor to process the Data on behalf of the Data Recipient with the prior consent of the Data Controller.

### **6. Confidentiality**

The Data Recipient must:

- keep the Data separate from all other information and shall keep such information confidential and shall not disclose it to any third party or make any attempts to identify an individual from the Data save where expressly permitted to do so in accordance with the terms of the Protocol and the relevant DSA; and
- use the Data only in so far as is necessary to perform its obligations under this Protocol and the relevant DSA.

The restrictions on disclosure and use contained in this Clause 6 shall not apply to information to the extent that it is or was:

- already in the possession of or becomes available to the Data Recipient in either case free from any obligation of confidentiality;
- is required to be disclosed by the Data Recipient by law, regulation or pursuant to an order of a competent authority, or to a professional adviser; or
- at the time of receipt by the Data Recipient, is in the public domain or after



## **SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL**

such receipt comes into the public domain other than as a result of breach by the Data Recipient of this Clause 6.

The Data Recipient shall be responsible for any unauthorised disclosure or use of the Data made by any of its Personnel and shall take all reasonable precautions to prevent such unauthorised disclosure or use.

The confidentiality obligations contained in this Clause 6 shall continue indefinitely following termination or expiry of this Protocol and any DSA to which the Data relates.

### **7. Audit and specific rights**

The Data Controllers of this Shropshire and Telford & Wrekin Partnership Protocol shall be entitled at any time during the term of this Protocol to audit the Data Recipient's use of the Data. The Data Recipient shall, for the purpose of such audit, provide or procure the access to the Data Recipient's sites, systems, procedures, documents and staff as may be necessary or desirable in connection with the audit and shall permit the Data Controller to take copies of relevant documents and data pursuant to such audit. The Data Recipient shall provide such information as the Data Controller reasonably requests in order to verify its compliance with the terms of this Protocol and any DSA.

### **8. Warranties**

The Data Recipient warrants that:

- it has the full right and authority to enter into this Protocol;
- it shall use the Data in accordance with all Applicable Laws.

The Data provided to the Data Recipient by the Data Controller on an 'as is' basis and the Data Controller does not warrant the accuracy and completeness of the Data, nor that the Data does not infringe the Intellectual Property Rights of any third party, nor does it undertake that the Data will meet the requirements of or be fit for purpose of the Data Recipient.

### **9. Liability**

This Clause 9 sets out the entire liability of the Data Controller to the Data Recipient in respect of:

- any breach by the Data Controllers of this Protocol and/or any DSA;
- negligence for which the Data Controller is liable or any other tortious liability or breach of statutory duty in connection with the Protocol and/or any DSA;
- any representation or statement arising under or in connection with this Protocol and/or any DSA or by or on behalf of the Data Controller.

## **SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL**

- 9.2 Subject to Clause 9.5 the Data Controllers shall in no circumstances be liable to the data recipients for:
- any loss of profits, revenue, opportunity, contracts, sales, turnover, anticipated savings, goodwill, reputation, business opportunity, production, or loss to or corruption of data (regardless of whether any of these losses or damages are direct, indirect or consequential); and
  - any Indirect Loss.
- 9.3 Other than any warranties expressly, set out in this Protocol, all warranties, conditions or other terms, whether express or implied by statute, common law, trade usage or otherwise are excluded except to the extent the exclusion is prohibited by law.
- 9.4 Nothing in this Protocol shall limit the Data Controllers liability to the Data Recipient for:
- death or personal injury resulting from the negligence of the Data Controller, its employees, agents or subcontractors;
  - fraud or fraudulent misrepresentation; or
  - any other liability that cannot be excluded or limited as a matter of law.

### **10. Indemnity**

The Data Recipient shall indemnify the Data Controllers in full for any liabilities, losses, demands, claims, damages, amounts agreed in settlement, costs and expenses incurred which arise from or in connection with the Data recipient's loss of the Data, unauthorised or unlawful use of the Data or any breach of this Protocol whether arising in negligence, contract or otherwise and including any monetary penalty notice imposed on the Data Controller by the Information Commissioner under Section 55 of the DPA.

### **11. Term and termination**

- 11.1 This Protocol shall, subject to prior termination in accordance with this Clause 11, continue for the period set out in Part 1.
- 11.2 Subject to prior termination under Clause 11.3, the Data Controller may terminate this Protocol and/or any DSA by giving to the Data Recipient not less than one month's prior written notice.
- 11.3 On or at any time after the occurrence of an event specified in Clause 11.4, the Data Controller shall be entitled to terminate this Protocol and/or any DSA, with immediate effect by written notice to the Data Recipient.
- 11.4 The events are:

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- the Data Recipient is in material breach of this Protocol and/or any DSA and that breach cannot be remedied;
  - the Data Recipient is in material breach of this Protocol and/or any DSA which can be remedied but the Data Recipient fails to do so within 30 days starting on the day after receipt of written notice from the Data Controller;
  - in respect of Personal Data, the Data Recipient no longer has the legal basis to process the Data;
  - the Data Recipient is dissolved;
  - the Data Recipient becomes or is declared insolvent or a resolution is passed for the winding up of the Data Recipient or the Data Recipient convenes a meeting of the creditors or makes or proposes to make any arrangement or composition with its creditors or a liquidator, an administrative receiver, a receiver, manager, trustee or administrator or analogous officer is appointed in respect of all or any part of its property, undertaking or assets or the Data recipient becomes subject to any bankruptcy procedure or analogous insolvency procedure in any jurisdiction or any person files a notice of intention to appoint an administrator or a notice of appointment of an administrator or applies to the court for an administration order in respect of the Data Recipient;
  - it becomes unlawful for the Data Recipient to perform all or any of its obligations under this Protocol and/or any DSA;
  - there is a change in law which materially affects the Data Controller's powers to provide Data to the Data Recipient; or
  - the Data Recipient (being a natural person) shall die or become mentally incapacitated.
- 11.5 Without prejudice to the Data Controller's rights under Clause 11.3, where the Data Recipient either (i) commits any breach of this Protocol and/or any DSA, or (ii) an event specified in Clause 11.4 occurs, the Data Controller shall be entitled to suspend this Protocol and/or any DSA without incurring any liability to the Data Recipient, with immediate effect by written notice to the Data Recipient.
- 11.6 The Data Recipient may terminate the Protocol at any time by notifying the Data Controller in writing.
- 11.7 Termination of this Protocol will automatically terminate all DSAs that are entered into under this Protocol.

## 12. Consequences of termination



## **SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL**

Subject to Clause 12.2, on termination or expiry of this Protocol or any DSA for any reason, the Data Recipient must ensure that:

- all Data is securely destroyed promptly and in any event within 14 days of the date of termination or expiry of this Protocol or any DSA; and
- confirmation of the destruction is provided to the Data Controller in a form of a Certificate of Destruction.

12.2 The Data Recipient may request that it retains use of the Data following termination or expiry of the DSA. The Data Controller shall in its absolute discretion determine whether to grant such a request. The Data Controller will notify the Data Recipient in writing if it grants permission for the Data Recipient to retain use of the Data, and the terms on which the Data Recipient shall be entitled to continue to use the Data.

### **13. Assignment**

The Data Recipient shall not, without the prior written consent of the Data Controller, assign, notate, transfer, charge, dispose of or deal in any other manner with this Protocol and/or any DSA, or any of its rights or beneficial interests under it, or purport to do any of the same, nor sub-contract any or all of its obligations under this Protocol. The Data Controller may assign, transfer, charge, dispose of or deal in any manner with its rights and obligations under this Protocol and/or any DSA. Where it does so, the Data Controller shall notify the Data Recipient of such change.

### **14. Notices**

14.1 Except where any provision of this Protocol states otherwise, all notices and communications sent pursuant to this Protocol shall be in writing and shall be deemed to have been duly given:

- when delivered, if delivered by hand;
- if sent by email, when the sender receives a reply confirming delivery; or
- on the second working day after mailing, first class postage pre-paid.

14.2 Notices shall be addressed to the addresses provide in the DSA or to such other addresses as the parties may notify in writing from time to time. Each party shall notify the other party in accordance with Clause 14 if the address specified in the DSA is no longer an appropriate address for the service of notices and communications.

### **15. Miscellaneous**

15.1 Nothing in this Protocol or any arrangement contemplated by it shall constitute either party a partner, agent, fiduciary or employee of the other party.

15.2 No amendment or variation of the terms of this Protocol shall be effective

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unless made or confirmed in writing and signed by the parties to this Protocol;

- 15.3 If any provision of this Protocol shall be found by any court or body or authority of competent jurisdiction to be invalid or unenforceable, such provision shall be

severed from the remainder of this Protocol which shall remain in full force and effect to the extent permitted by law.

- 15.4 The rights and remedies provided by this Protocol are cumulative and (unless otherwise provided in this Protocol) are not exclusive of any rights or remedies provided by law.

- 15.5 This Protocol does not create, confer or purport to create or confer any benefit or right enforceable by any person not a party to it (except that a person who is a permitted successor to or assignee of the rights of a party to this Protocol shall be deemed to be a party to this Protocol).

- 15.6 The Data Controller shall not be liable to the Data Recipient for any delays in performance, non-performance or breach of any of its obligations under this Protocol and/or any DSA caused by matters beyond its reasonable control. Such matters shall include (without limitation) industrial disputes, acts of God, insurrection or civil disorder, war or military operations, national or local emergency, acts of government, or acts or omissions of third parties.

### **16. Governing law and jurisdiction**

- 16.1 This Protocol 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 English law.

- 16.2 Each party irrevocably agrees that, subject to Clause 16.3, the courts of England and Wales shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes or claims (including non-contractual

- 16.3 Nothing in this Clause 16 shall limit the right of the Data Controllers to take proceedings against the Data Recipient in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

### **17. Entire agreement**

- 17.1 This Protocol constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Protocol but without prejudice to the rights and liabilities of the parties accrued before the date of this Protocol.

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17.2 Nothing in this Clause 17 shall operate to limit or exclude any liability for fraud.

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## SCHEDULE 1

## INTERPRETATION

1. In this Protocol the following expressions have the following meanings:

<b>Applicable Law</b>	All laws, regulations, orders, guidance (including codes of practice and guidance issued by the Information Commissioner) directions or determinations that are applicable to the obligations of the Data Recipient under this Protocol and/or any DSA.
<b>Certification of Destruction</b>	A certificate by an authorised representative of the Data recipient which certifies that the Data and all hard and soft copies thereof have been securely destroyed by the Data recipient.
<b>Data</b>	Any data that is provided by the Data Controllers to the Data Recipient under a DSA.
<b>Data Breach</b>	A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Data
<b>Data Controller</b>	A data controller as defined in Section 1 (1) of the DPA
<b>DPA</b>	The Data Protection Act 1998. In the event that the DPA is superseded by another data protection law, the term DPA shall be construed to mean the new data protection law, and terms used in this Protocol shall be given the corresponding meaning under the new data protection law.
<b>Indirect Loss</b>	Any indirect loss, damage, cost, or expenses arising out of or in connection with this Protocol or it's contemplated or lack of performance.
<b>Intellectual Property Rights</b>	All intellectual property rights including copyright, database rights, trade-marks and trade names, patents, topography rights, design rights, trade secrets, know-how and all rights of a similar nature or having similar effect which subsist anywhere in the world, whether or not any of them are registered and applications for registrations of any of them.
<b>Non-Identifiable Data</b>	Information that does not relate to people including information about organisations, companies, resources, projects or information about people that has been aggregated to a level that is not about individuals but that could become Personal Data when merged with other data sets held by the Data recipient.

# SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

## SCHEDULE 1                      INTERPRETATION      Continued

<b>Personal Data</b>	Personal data as defined in Section 1 (1) of the DPA
<b>Personnel</b>	All employees, agents and contractors of the Data recipient who may have access to the Data
<b>Process and Processing</b>	Have the meaning set out in Section 1 (1) of the DPA
<b>Publish</b>	To make available to third parties in any form, including the production of hard copy materials, soft and/or electronic copies, emails and posting on-line.
<b>Purpose</b>	The purpose(s) for which the Data Recipient is permitted to use the Data, as set out in the relevant DSA.
<b>Special Conditions</b>	the special conditions for processing the Data as set out in the DSAs; and
<b>Territory</b>	The territory specified in the relevant DSA

### 2. In this Protocol:

- 2.1 any gender includes any other gender and the singular includes the plural and vice versa;
- 2.2 references to persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality);
- 2.3 the Schedules form part of this Protocol and the expression "this Protocol" includes the Schedules; and
- 2.4 Any reference to a statutory provision includes a reference to any modification, consolidation or re-enactment of the provision from time to time in force and all subordinate instruments, orders or regulations made under it.

# SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

## SCHEDULE 2

## DATA SECURITY REQUIREMENTS

### Part 1

1. Without prejudice to the Data recipient's other obligations in respect of information security, the Data Recipient shall:
  - 1.1 having regard to the state of technological development, provide a level of security (including appropriate technical and organisational measures) appropriate to:
    - the harm that might result from unauthorised or unlawful processing of Data or accidental loss, destruction or damage of such Data; and
    - the nature of the Data;
  - 1.2 ensure that access to the Data is limited to those Personnel who need access to the Data to meet the Data Recipient's obligations under this Protocol;
  - 1.3 take reasonable steps to ensure the reliability of the Data Recipient's Personnel who have access to the Data which shall include;
    - ensuring all Personnel understand the confidential nature of the Data and the issues which arise if proper care is not taken in the processing of the Data;
    - ensuring all Personnel are properly trained in data protection and to ensure that all Personnel have completed such training prior to their use of the Data. Where requested to do so the Data Recipient shall provide examples of training materials used, together with methodologies used to demonstrate that Personnel have understood the training. Training shall be repeated at regular intervals to take account of developments in law on good data protection practice and in any event on an annual basis; and
    - ensuring all Personnel are properly vetted, both during the initial recruitment process and throughout their engagement in their processing of the Data, including through the use of procedures to identify changes in personal circumstances which may affect an individual's ability to process the Data in accordance with the terms of this Protocol.
  - 1.4 Provide the Data Controller with such information, assistance and co-operation as the Data Controller may require from time to time to establish the Data Controller's and/or the Data Recipient's compliance with the DPA;



# SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

## SCHEDULE 2

## DATA SECURITY REQUIREMENTS

### Part 1

- 1.5 Inform the Data Controller as soon as reasonably practicable of any particular risk to the security of the Data of which it becomes aware and of the categories of Data and individuals which may be affected;
2. The Data Recipient shall promptly, and in any event not later than reasonably required in order to enable the Data Controller to fulfil its duties under the DPA;
  - 2.1 pass on to the Data Controller any enquiries or communication (including subject access requests) relating to their Personal Data or its processing; and
  - 2.2 provide such information as may be required for the purpose of responding to any such data subjects or otherwise to comply with its or the Data Controller's duties under the DPA.
3. The Data Recipient shall implement and maintain security standards, facilities, controls and procedures appropriate to the nature of the Data held by it and the harm that would be caused by its loss or disclosure including a comprehensive and up-to-date data protection policy. The Data recipient shall ensure that all its Personnel shall comply with the obligations upon them contained in the data protection policy.
4. The Data recipient shall ensure:
  - 4.1 that it has properly configured access rights for its Personnel including a well-defined joiners and leavers process to ensure access rights to the Data are properly managed;
  - 4.2 that it has proper controls in place to make sure that complex alphanumeric passwords are required for access to the Data and that training is provided in relation to the need to keep such passwords secure;
  - 4.3 it has in place procedures to identify wrongful use of Data, including the monitoring of wrongful access to Data;
  - 4.4 suitable and effective authentication processes are established and used to protect the Data;

Data is backed up on a regular basis and that any back up data which are subject to such vigorous security procedures as are necessary in order to protect data integrity, such security measures being commensurate to the nature of the data. The Data recipient shall take particular care when transporting back-up data and other personal information is transported in a safe and secure manner;

# SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

## SCHEDULE 2

## DATA SECURITY REQUIREMENTS

### Part 1

- 4.6 Data transferred electronically is encrypted;
- 4.7 information stored on laptops or other portable media is encrypted and that the Data recipient maintains an accurate up to date asset register, including all such portable media used to process the Data;
- 4.8 that Personnel are not able to access Data from home or via their own electronic device other than through a secure electronic network and that Data may not be stored in such devices;
- 4.9 that suitable physical security measures are established commensurate to the harm that could result from the unlawful disclosure of the Data. Such physical security measures shall be identified in the Data recipients data protection policy;
- 4.10 without prejudice to the Data Recipient's obligations to the Data Controller in relation to the disposal of Data, all Data which is disposed of must be disposed of pursuant to the Data Recipient's policy for the disposal of Data identified in the data protection policy, including the disposal of assets containing personal data, a copy of which policy shall be provided, on request, to the Data Controller; and
- 4.11 that the Data Recipient establishes and maintains adequate data security compliance policies and audits its use of personal data in compliance with its data security policies on a regular basis and in any event annually.
- 5. The Data Recipient shall nominate in writing an individual to take responsibility and be accountable for compliance with the DPA, and shall provide to the Data Controller the name of that individual.



# SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

## SCHEDULE 2

### Part 2

1. It is the Department of Health policy for all bodies that process NHS patient information to provide security assurance through annual completion and publication of an Information Governance (IG) Toolkit. The Department now wishes to seek this assurance from bodies that obtain NHS patient information in circumstances approved under section 251 of the National Health Service Act 2006 and supporting Regulations. A requirement within the regulations is to ensure that appropriate technical and organisational measures are taken to prevent unauthorised processing of that information. Assurance over this aspect is now provided through satisfactory IG Toolkit submissions including applications requiring sensitive data items approved by Data Access Advisory Group (DAAG) and those covering access to registration data approved by the Office of National Statistics (ONS).
2. Security responsibilities of the Data Recipient
  - 2.1 The Data recipient understands and accepts that it becomes a Data Controller for Personal Data received from the original Data Controller. As such the Data Recipient is responsible for processing the Data in accordance with the DPA and maintaining good information governance standards and practices.
  - 2.2 The Data recipient understands and accepts that it shall be responsible for the security and protection of Non-Identifiable Data received from the Data Controller. The Data Recipient shall process such Non-Identifiable Data in accordance with all Applicable Laws.
3. To provide assurance that good information governance practices are being maintained, the Data Recipient must demonstrate, and will allow the Data Controller to audit, that it either:
  - Meets or exceeds the Information Governance Toolkit standards required for their organisation type
  - Is Certified against international security standard ISO 27002
  - Has other assurance in place

*This requires completion in each Data Sharing Agreement developed.*

## SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL

### Part 2

4. In cases where these assurance standards are not appropriate, the Data Recipient must ensure that it meets the requirements set out in paragraph 5 of this part 2 of Schedule 2, which the Data Controller reserves the right to audit.

5. The Data recipient shall:

- 5.1 process Personal Data for purposes described in this Protocol and the relevant DSA, and which are consistent with the purposes recorded in the Data Recipient's data protection registration with the Information Commissioner's Office.
- 5.2 process the minimum Personal data necessary (e.g. using age range rather than age is sufficient).
- 5.3 deploy secure processes, procedures, practice and technology for storage and access commensurate with the Personal Data being processed.
- 5.4 ensure the rights of individuals are met, such as satisfying subject access requests received, ensuring data accuracy and correcting errors, and handling objections and complaints.
- 5.5 destroy the Data once it is no longer required for the purpose for which it was collected and confirm destruction to the Data Controller
- 5.6 ensures all personnel with access to Personal Data provide written undertaking that they understand and will act in accordance with the DPA, will not share passwords, and will protect the confidentiality of the Personal Data;
- 5.7 report immediately to the Data Controller any security incidents relating to the Data, and in any instances of breach of any of the terms of this Protocol; and
- 5.8 comply with any specific legislation in relation to the Data (such as the Statistics and registration Services Act 2007).

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## **SCHEDULE 3**

## **List of relevant legislation and standards**

- British (International) Standard ISO 27001
- The Caldicott Report 1997
- Information: To share or not to share? The Information Governance Review March 2013
- The Freedom of Information Act 2000
- Section 251 of the NHS Act 2006 (originally enacted under Section 60 of the Health and Social Care Act 2001)
- Confidentiality: NHS Code of Practice 2003
- NHS Records Management Code of Practice (Part 1, 2006 & Part 2, 2009)
- Health and Social Care Act 2012
- The NHS Information Security management Code of Practice 2007
- The Computer Misuse Act 1990
- The Electronics Communications Act 2000
- The Regulation of Investigatory Powers Act 2000
- The Copyright, designs and Patents Act 1988
- The Re-Use of Public sector Information Regulations 2005
- The Human Rights Act 1998
- The NHS Care records Guarantee 2011 V.5
- The Social Care Record Guarantee 2009
- Anonymisation Standards for Publishing Health and Social Care Data
- Section 29 - for discharging statutory functions e.g. (The Police)

# **SHROPSHIRE and TELFORD & WREKIN PARTNERSHIP DATA SHARING FRAMEWORK PROTOCOL**

## **SCHEDULE 4**

## **Sub-licensing conditions**

1. Where the data Controller consents to the data recipient sub-licensing the Data to third parties, the Data Controller may impose conditions on such sub-licensing in the DSA. Conditions may include:
  - 1.1 the duration of the sub-license;
  - 1.2 specifications of the Data that may be sub-licensed;
  - 1.3 the identity of any third parties to whom the data may be sub-licensed;
  - 1.4 The conditions on which the Data Controller may revoke the Data Recipient's right to sub-license the Data; and
  - 1.5 any special conditions that must be met by the Data recipient and/or the sub-licensee prior to any sharing of Data, which may include:
    - 1.5.1 any requirements to anonymise or pseudonymise the Data prior to onward sharing;
    - 1.5.2 a requirement for the Data Recipient to comply with any instructions issued by the Data Controller in respect of the Data;
    - 1.5.3 any specific exclusions to the scope of the sub-license; and
    - 1.5.4 any audit rights that the Data Controller may require to ensure compliance with these sub-licence conditions.
- 2 Breach of any sub-licensing conditions by the Data recipient shall entitle the Data Controller to terminate the relevant DSA and/or this Protocol.