Dated 2018

WILTSHIRE COUNCIL

and

NHS WILTSHIRE CLINICAL COMMISSIONING GROUP

SECTION 75 AGREEMENT RELATING TO THE COMMISSIONING OF HEALTH AND SOCIAL CARE SERVICES FOR THE BETTER CARE FUND PLAN

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THIS DEED OF AGREEMENT is made on day of 2018

PARTIES

(1) **WILTSHIRE COUNCIL** of County Hall, Bythesea Road, Trowbridge, Wiltshire BA14 8JN (the **"Council"** and **"Host Party"**); and

(2) **NHS WILTSHIRE CLINICAL COMMISSIONING GROUP** of Southgate House, Pans Lane, Devizes, Wiltshire SN10 5EQ (the **"WCCG"**),

(each a "**Party**" and together the "**Parties**").

BACKGROUND

(A) The Council has responsibility for commissioning and/or providing social care services on behalf of the population of the county of Wiltshire (excluding the administrative area of Swindon Borough Council).

(B) The WCCG has the responsibility for commissioning health services pursuant to the 2006 Act in the county of Wiltshire.

(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 WCCG 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 Parties have agreed to collaborate and to establish a framework through which the Parties 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 Parties will pool funds and align budgets as agreed between the Parties.

(F) This Recital summarises the key objectives of the Better Care Fund Plan and joint commissioning in Wiltshire, the functioning of which this Agreement seeks to improve. The aims and benefits of the Parties 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;

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

(d) to enable more robust and flexible joint commissioning structures between the Council and WCCG that are better placed to respond to the personalisation agenda or other policy shifts;

(e) to improve financial decision making and essential operational efficiencies across the whole system of health and social care;

(f) to develop services closer to home responding to expert opinion, good practice and Service Users and carers needs, and delivering the strategic objectives of each party;

(g) to facilitate easier integration of preventative services with intermediate and high dependency care packages across the health and social care spectrum to provide a more seamless service to Service Users and their carers;

(h) to provide a clearly integrated point of contact for other health and social care professionals, in order that they can influence strategic commissioning decisions;

(i) to promote greater local decision making across localities about adult health and social care services that secures more innovative ways of providing support and services;

(j) to promote ways of combating social exclusion, tackle inequalities and improve the health and social wellbeing of local communities; and

(k) to ensure service users and their carers receive coherent integrated packages of support so avoiding the anxiety of having to navigate a complicated bureaucracy and these services are of a high quality, safe, and supportive.

(G) The intended outcomes of these arrangements are:

(a) Promote rights, independence, choice and control for both people and their carers including reducing the impact of stigma;

(b) Better health and well-being achieved through preventative, practical and self-help services and support to prevent decline;

(c) Improved ability to cope with critical points and transitions through the availability of intermediate care and community support, avoidance of inappropriate admissions to hospital or residential care and timely discharge from hospital;

(d) Extended timely use of community based housing equipment and support, enabling more Service Users to be supported at home or in extra care housing and preventing the need for unnecessary admission to hospital or long term care;

(e) More effective commissioning for home based care through better information and knowledge across the whole system; and

(f) Reduce pressure on our Acute Hospitals by providing care in alternative localities and enhancing the independence of the Service User.

(H) The aims, objectives and intended outcomes set out in Recitals (F) and (G) will be achieved by:

(a) Using the statutory joint commissioning structures permitted by the Regulations and other relevant Law relating to integrated working between health and social care;

(b) Using the Agreement as a basis for service planning, strategic commissioning in the context of personal budgets;

(c) Using evidence on the outcome for Service Users as the basis for improving standards and targeting resources; and

(d) Working in an integrated way within the overall strategic direction of the Councils and WCCG's Joint Health and Wellbeing Strategy and the relevant joint commissioning strategies agreed by the parties.

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

(J) The Parties are entering into this Agreement in exercise of the powers referred to in Section 75 of the 2006 Act as applicable, to the extent that exercise of these powers is required for this Agreement.

(K) The Parties acknowledge that whilst this Agreement is based on a template kindly provided by Bevan Brittan LLP and published on the NHS England website, which referred to the law and

guidance in force in August 2014, the Parties have amended this template document in accordance with their requirements.

1 DEFINED TERMS AND INTERPRETATION

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

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.

Affected Party means, in the context of Clause 24, the Party 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 Review shall have the meaning given to the term in Clause 19.2.

Approved Expenditure means any additional expenditure approved by the Parties (either in the execution of this Agreement or in accordance with Clause 9 or Clause 19, as appropriate) in relation to:

(a) a Service above the relevant Contract Price; or

(b) any additional corporate, administrative or other costs to be specified in a Scheme Specification or Schedule 8 which do not fall within a Service.

Authorised Officers means an officer of each Party appointed to be that Party's representative for the purpose of this Agreement as set out in Clause 18.9.

Better Care Fund or BCF 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 Parties.

Better Care Fund Plan or BCP means the plan attached at Schedule 6 setting out the Parties' plan for the use of the Better Care Fund.

Better Care Plan Business Manager means the jointly appointed business manager for the Better Care Fund Plan.

Better Care Plan Finance and Performance Group means the group which undertakes detailed work on finances, risk and outcomes for the Better Care Fund Plan, as more particularly described in Schedule 2.

Block Contract means a contract between a Party and any third party for the provision of any part of the Services:

(a) in a care home (as defined in the Care Standards Act 2000);

(b) in accommodation not registered under the Care Standards Act 2000;

(c) in the Service User's home; or

(d) which are within a defined envelope e.g. Community Services,

where (in each case) the identity of some or all of the Service Users benefiting from that contract has not yet been determined or may change at the discretion of the Council during the period of such contract.

Care Contract means a contract between a Party and any third party for the delivery of the Services (or any part of them) to any Service User and/or for the funding of a direct payment to a Service User or their representative for the delivery of the Services (or any part of them) to the Service User.

Carers Pooled Budget means funding to support carers pursuant to the Care Act 2014.

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, which relates to the powers, duties and responsibilities of the Parties and which must be complied with, implemented or otherwise observed by the Parties.

Commencement Date means 00:01 hrs on 1 April 2017.

Confidential Information means information, data and/or material of any nature which any Party 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 Party 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.

Data Protection Legislation means the 1998 Act and, from 25 May 2018, the EU General Data Protection Regulation (EU Regulation 2016/679), the Data Protection Bill 2017 (when enacted) and any other applicable data protection laws in each case, to the extent in force, and as such are updated, amended or replaced from time to time including where applicable the guidance and codes of practice issued by the Information Commissioner.

Default Liability means any sum which is agreed or determined by Law or in accordance with the terms of a Service Contract to be payable by any Party or Parties to the Provider as a consequence of:

(a) breach by either or both of the Parties of an obligation(s) (in whole or in part) under the relevant Service Contract; or

(b) any act or omission of a third party for which either or both of the Parties are, under the terms of the relevant Service Contract, liable to the Provider.

DFG means the Disabled Facilities Grant being funding for capital grants to help meet the cost of adapting property for the needs of a disabled person. DFG is paid directly to the Council by DCLG under Section 31 of the Local Government Act 2003 and is subject to grant conditions set out in grant determinations made under that Section.

Financial Contributions means the minimum financial contributions to be made by each Party to the Pooled Fund for each Individual Scheme in any Financial Year as set out in Schedule 8 as varied from time to time in accordance with the terms of this Agreement.

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

First Party shall have the meaning given to the term in Clause 26.3.

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 Party claiming relief.

Functions means the NHS Functions and the Social Care Related Functions.

Health and Wellbeing Board means the Health and Wellbeing Board established by the Council pursuant to Section 194 of the Health and Social Care Act 2012 as more particularly described in Schedule 2.

Host Party means the Council, being the Party who undertakes day to day management of the Pooled Fund and who takes primary, although not exclusive, responsibility for preparing financial, performance and other reports as required.

IBCF means the Improved Better Care Fund announced in the Spring Budget 2017 being additional funding for social care. IBCF is paid directly to the Council by DCLG under Section 31 of the Local Government Act 2003 and is subject to grant conditions set out in grant determinations made under that Section.

ICES Pooled Budget means the funding to provide integrated community equipment to service users to enable them to remain living at home.

Indemnified Party has the meaning given to the term in Clause 15.2.

Indemnifying Party has the meaning given to the term in Clause 15.2

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

Individual Scheme means one of initiatives being developed and funded under the Better Care Fund Plan which is agreed by the Parties to be included within this Agreement using the powers under Section 75 as documented in a Scheme Specification and "**Scheme**" shall be interpreted accordingly.

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

Integration and Better Care Board means the board more particularly described in Schedule 2.

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

Joint Business Arrangements means the overarching agreement for joint business arrangements under the NHS Act 2006 dated 21 March 2014 and made between (1) the Council and (2) WCCG.

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

Law means:

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

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

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

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

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

Lead Commissioner means the Party having the function of commissioning a Service or part of a Service on behalf of the Parties.

Local Objectives means the objectives for the Better Care Fund for Wiltshire 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 (including any claims and proceedings (to include any settlements or ex gratia payments made with the consent of the Parties and reasonable legal and expert costs and expenses) made or brought (whether successfully or otherwise) by or on behalf of any Service User (or his dependants) against an Indemnified Party under this Agreement or any of its employees or agents for personal injury (including death)) but excluding Indirect Losses and "Loss" shall be interpreted accordingly.

Month means a calendar month.

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

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

Non-Recurrent Payments means funding (if any) provided by a Party to the Pooled Fund in addition to the Financial Contributions pursuant to arrangements agreed in accordance with Clause 9.4.

Overspend means any expenditure from the Pooled Fund in a Financial Year in relation to an Individual Scheme which exceeds the total Financial Contributions for that Scheme for that Financial Year which shall be managed in accordance with Clause 11 and Schedule 2Part 11.

Party means each of the WCCG and the Council, and references to "**Parties**" shall be construed accordingly.

Permitted Expenditure has the meaning given in Clause 7.3.

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

Pooled Fund means the fund of monies maintained by the Host Party for the purpose of securing the Services or part of them pursuant to this Agreement, made up of the Financial Contributions from the Parties in accordance with the Regulations.

Pooled Fund Manager means such officer of the Host Party which includes a Section 113 Officer for the Pooled Fund as is nominated by the Host Party from time to time to manage the Pooled Fund in accordance with Clause 7.6.3.

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

Public Health England means the SOSH trading as Public Health England. Quarter means each of the following periods in a Financial Year:

1 April to 30 June

1 July to 30 September

1 October to 31 December

1 January to 31 March

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

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

Relevant Party shall have the meaning given to the term in Clause 21.2.

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

Sensitive Personal Data means Sensitive Personal Data as defined in the Data Protection Legislation.

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

Service Contract means an agreement for the provision of Services entered into with a Provider by one or more of the Parties in accordance with the relevant Individual Scheme and for the avoidance of doubt the term Service Contract shall include a Block Contract or Care Contract.

Service Users means those individuals for whom the Parties have a responsibility to commission the Services.

Specified Legislation shall have the meaning given to the term in Clause 40.2.

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

SOSH means the Secretary of State for Health.

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

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

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

Working Day means except in the context of 7-day services, any day except Saturday, Sunday, Christmas Day, Good Friday or a day which is a bank holiday (in England) under the Banking & Financial Dealings Act 1971.

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

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

1.4 Any reference to the Parties shall include their respective statutory successors, permitted assignees or transferees, and employees and agents.

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

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

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

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

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

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

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

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

2 TERM

2.1 This Agreement shall come into force on the Commencement Date and shall continue until 31 March 2019 unless extended in accordance with Clause 30 or terminated early in accordance with Clause 21 and shall be subject to an annual review by the Joint Commissioning Board.

2.2 Unless otherwise stated in the relevant Scheme Specification as varied from time to time and subject to the provisions of clause 9.2, the duration of the arrangements for each Individual Scheme shall be concurrent with the term of the Agreement as set out in Clause 2.1 unless terminated early in accordance with Clause 21.

2.3 This Agreement supersedes previous Agreements relating to the Better Care Fund in Wiltshire, which the Parties acknowledge are referred to as the "BCP Section 75 Agreements" without prejudice to the rights and liabilities of the Parties under those previous Agreements.

2.4 The Parties agree that, if during the term of this Agreement, the Parties become a party to arrangements for an accountable care system in Wiltshire, they shall work together in good faith to agree the status of this Agreement as part of those arrangements which may include (without limitation) a variation to this Agreement pursuant to Clause 30 and/or termination pursuant to Clause 21.

3 GENERAL PRINCIPLES

3.1 Nothing in this Agreement shall affect:

3.1.1 the rights and powers, duties, obligations and liabilities of the Parties to each other or to any third parties in the exercise of their respective functions and obligations (including the Functions); or

3.1.2 any power or duty of the Council to set, administer and recover charges for the provision of any services (including the Services) in the exercise of any Health Related Function.

3.1.3 the Council's power to determine and apply eligibility criteria for the purposes of assessment under the National Health Service and Community Care Act 1990.

3.2 The Parties agree to:

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

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

3.2.3 provide early information and notice about relevant problems.

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

3.4 The Parties agree that, in accordance with Clause 36, on and from the Commencement Date this Agreement supersedes all previous arrangements entered into between the Parties under section 75 of the 2006 Act in relation to the Better Care Fund in Wiltshire, and in particular it supersedes such arrangements set out in the Joint Business Arrangements between the Parties. All acts done on and from the Commencement Date in relation to the Better Care Fund shall be deemed to have been done pursuant to the provisions of this Agreement.

3.5 For the avoidance of doubt, subject to Clause 3.4, the Joint Business Arrangements between the Parties shall continue in full force and effect.

4 PARTNERSHIP FLEXIBILITIES

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

4.1.1 Lead Commissioning Arrangements;

4.1.2 Integrated Commissioning;

4.1.3 Joint (Aligned) Commissioning;

4.1.4 the establishment of the Pooled Fund,

in relation to Individual Schemes (the "**Flexibilities**")

4.2 The Council delegates to the WCCG and the WCCG agrees to exercise, on the Council's behalf, the Social Care Related Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the NHS Functions in particular in accordance with the requirements of the Scheme Specifications.

4.3 The WCCG delegates to the Council and the Council agrees to exercise on the WCCG's behalf the NHS Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the Social Care Related Functions in particular in accordance with the requirements of the Scheme Specifications.

4.4 Where the powers of a Party 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 Parties shall agree arrangements designed to achieve the greatest degree of delegation to the other Party necessary for the purposes of this Agreement which is consistent with the statutory constraints.

5 FUNCTIONS

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

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

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

5.4 Where the Parties add a new Individual Scheme to this Agreement, a Scheme Specification for each Individual Scheme shall be in the form set out in Part 1 to Schedule 1 (as amended subject to agreement between the Parties) and shall be completed and agreed between the Parties. The initial Individual Schemes are listed in Part 2 in Schedule 1 and the Parties agree that during the term of this Agreement, they shall work towards the completion of the template Specifications set out in Part 1 (as amended subject to agreement between the Parties) for each Individual Scheme which is set out in Part 2.

5.5 The introduction of any Individual Scheme will be:

5.5.1 subject to business case approval by the Joint Commissioning Board and authorisation in accordance with the constitutional requirements of each Party;

5.5.2 for insertion as part of this Agreement in accordance with Clause 30 (Variation); and

5.5.3 reported to the Health and Wellbeing Board, which has strategic oversight of this Agreement.

5.6 All Individual Schemes will be subject to robust and regular review to assess the efficiency of these arrangements in accordance with Clause 19 and Schedule 2.

6 COMMISSIONING ARRANGEMENTS

Integrated Commissioning

6.1 Where there are Integrated Commissioning arrangements in respect of an Individual Scheme, both Parties shall work in cooperation and shall endeavour to ensure that the NHS Functions and Social Care Related Functions are commissioned with all due skill, care and attention.

6.2 Both Parties shall be responsible for compliance with and making payments of all sums due to a Provider pursuant to the terms of each Service Contract.

6.3 Both Parties shall work in cooperation and endeavour to ensure that the relevant Services as set out in each Scheme Specification are commissioned within each Party's Financial Contribution in respect of that particular Individual Scheme in each Financial Year.

6.4 The Parties shall comply with the arrangements in respect of any Joint (Aligned) Commissioning as set out in the relevant Scheme Specification.

6.5 Each Party shall keep the other Party and the Better Care Plan Finance and Performance Group and the Joint Commissioning Board regularly informed of the effectiveness of the arrangements including any Overspend or Underspend in the Pooled Fund in accordance with the provisions of Clause 10 (Risk Share Arrangements, Overspends and Underspends), Schedule 2 (Governance) and Schedule 2Part 11 (Risk Share, Overspends and Underspends).

6.6 The Joint Commissioning Board, Integration and Better Care Board and Better Care Plan Finance and Performance Group will each report back as required by their respective terms of reference set out in Schedule 2.

6.7 Each Party is committed to defining a joint delivery plan for each Individual Scheme as set out in the relevant Scheme Specification.

Appointment of a Lead Commissioner

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

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

6.8.2 endeavour to ensure that the NHS Functions and the Social Care Related Functions are funded within the parameters of the Financial Contributions of each Party in relation to each particular Individual Scheme in each Financial Year.

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

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

6.8.5 comply with the Law as it applies to both Parties in relation to the Services being commissioned and in particular, but without limitation, ensure that all Service Contracts with care providers require that such element of the Services in any care home (as defined in the Care Standards Act 2000) complies with any national minimum standards under that Act;

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

6.8.7 undertake performance management and contract monitoring of all Service Contracts;

6.8.8 make payment of all sums due to a Provider pursuant to the terms of any Service Contract.

6.8.9 keep the other Party and the Joint Commissioning Board regularly informed of the effectiveness of the arrangements and any Overspend or Underspend in the Pooled Fund.

7 ESTABLISHMENT OF THE POOLED FUND

7.1 In exercise of their respective powers under Section 75 of the 2006 Act, the Parties have agreed to establish and maintain the Pooled Fund for revenue expenditure as set out in the Scheme Specifications.

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

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

7.3.1 the Contract Price;

7.3.2 Third Party Costs;

7.3.3 Approved Expenditure;

("**Permitted Expenditure**")

7.4 The Parties may only depart from the definition of Permitted Expenditure to include or exclude other revenue expenditure with the express written agreement of each Party subject to approval by the Joint Commissioning Board.

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

7.6 Pursuant to this Agreement, the Parties have agreed to appoint the Council as the Host Party for the Pooled Fund. The Host Party shall be responsible for:

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

7.6.2 providing the financial administrative systems for the Pooled Fund;

7.6.3 appointing the Pooled Fund Manager. As at the Commencement Date, this has been agreed as being the Director of Finance and Procurement (Michael Hudson);

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

8 POOLED FUND MANAGEMENT

8.1 The Pooled Fund Manager shall have the following duties and responsibilities:

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

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

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

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

8.1.5 reporting to the Better Care Plan Finance and Performance Group and the Joint Commissioning Board in accordance with this Agreement including (without limitation) the requirements of the relevant Scheme Specification and Schedule 2 (Governance);

8.1.6 ensuring action is taken to manage any projected Underspends or Overspends relating to the Pooled Fund in accordance with this Agreement;

8.1.7 preparing and submitting to the Better Care Plan Finance and Performance Group and the Joint Commissioning Board Quarterly reports (or more frequent reports if required by the Joint Commissioning Board) and an annual return about the income and expenditure from the Pooled Fund together with such other information as may reasonably be required by the Parties and the Health and Wellbeing Board to monitor the effectiveness of the Pooled Fund and to enable the Parties to complete their own financial accounts and returns. The Parties agree to provide all necessary information to the Pooled Fund Manager in time for the reporting requirements to be met.

8.1.8 preparing and submitting reports to the Joint Commissioning Board and Health and Wellbeing Board as required by it and any other Council/WCCG meeting that is deemed appropriate by the Joint Commissioning Board.

8.2 In carrying out their responsibilities as provided under Clause 8.1 the Pooled Fund Manager shall have regard to the recommendations of the Joint Commissioning Board and be accountable to the Parties.

9 FINANCIAL CONTRIBUTIONS

9.1 Subject to clause 9.2, the minimum Financial Contribution of the WCCG and the Council to the Pooled Fund for the specified Financial Year of operation of each Individual Scheme shall be as set out in the relevant Scheme Specification and Schedule 8, as varied in accordance with Clauses 19.5 to 19.8 and Clause 30.2.

9.2 The Parties acknowledge that as soon as reasonably practicable, this Agreement shall be varied to include indicative Financial Contributions for the Financial Year 2018/2019 in Schedule 8 and these will be confirmed in accordance with the procedure for agreeing the Financial Contributions for future years set out in Clauses 9.4 to 19.8 and will be subject to any variation agreed in accordance with Clause 30.2.

9.3 Notwithstanding any other provisions of this Clause 9, no provision of this Agreement shall preclude the Parties by mutual agreement making Non-Recurrent Payments to the Pooled Fund from time to time but no such additional contributions shall be taken into account in the calculation of the Party's respective contributions for the purposes of Schedule 2Part 11. Any such Non-Recurrent Payments agreed by the Parties shall be explicitly recorded in the relevant Better Care Plan Finance and Performance Group minutes and Joint Commissioning Board minutes and recorded in the budget statement as a separate item.

9.4 The Parties may agree any Approved Expenditure (in addition to Approved Expenditure agreed in a Scheme Specification or Schedule 8) through the Joint Commissioning Board including where relevant through a recommendation approved by the Better Care Plan Finance and Performance Group. For the avoidance of doubt, a business case including any corporate spend for such Approved Expenditure shall be approved by the Parties at the Joint Commissioning Board.

10 NON FINANCIAL CONTRIBUTIONS

10.1 Each Scheme Specification shall set out non-financial contributions of each Party 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).The Scheme Specifications shall set out whether these contributions shall be provided at a charge to the other Party or to the Pooled Fund.

11 RISK SHARE ARRANGEMENTS, OVERSPENDS AND UNDERSPENDS

Risk share arrangements

11.1 The Parties have agreed risk share arrangements as set out in Schedule 2Part 11, which provide for financial risks arising within the commissioning of services from the Pooled Fund.

11.2 The Host Party shall manage expenditure from the Pooled Fund within the Financial Contributions and shall ensure that expenditure is limited to Permitted Expenditure.

11.3 The Pooled Fund Manager shall notify the Joint Commissioning Board as soon as reasonably possible of an actual or projected Overspend or Underspend of the Pooled Fund, and the provisions of the relevant Scheme Specification and Schedule 2Part 11 shall apply. Such arrangements shall be subject to the Law and the constitutional documents, Standing Orders and Standing Financial Instructions (or equivalent) of each Party.

11.4 The Host Party shall not be in breach of its obligations under this Agreement if an Overspend occurs PROVIDED THAT the only expenditure from the Pooled Fund has been in accordance with Permitted Expenditure and it has informed the Joint Commissioning Board in accordance with Clause 11.3.

11.5 The provisions of Clause 21 shall apply in respect of Overspends and Underspends upon termination of this Agreement or a Scheme Specification.

11.6 In the event that agreement cannot be reached in respect of any matters referred to in this Clause 11 and Schedule 2Part 11 or indeed in any other matters the Parties shall follow the dispute procedure as set out in Clause 23.

12 CAPITAL EXPENDITURE

12.1 Subject to Clause 12.2, the Pooled Fund shall not 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 Parties. If a need for capital expenditure is identified this must be agreed by the Parties acting by the Joint Commissioning Board.

12.2 The Parties agree that capital expenditure may be included in the Pooled Fund where this is in accordance with Better Care Fund requirements and set out in the relevant Scheme Specification. For the avoidance of doubt, this will include capital expenditure using the DFG.

13 VAT AND INVOICING

13.1 The Parties shall agree the treatment of the Pooled Fund for VAT purposes in accordance with any relevant guidance from HM Customs and Excise and wherever possible in line with the Council's policy on the management and dispersal of VAT.

13.2 The Scheme Leader (as identified in the relevant Scheme Specification) shall check and approve the validity of spend in line with the relevant Service Contract and the expectations of the Parties set out in the relevant Scheme Specification, and report to the Better Care Plan Finance and Performance Group and the Joint Commissioning Board as required.

14 AUDIT AND RIGHT OF ACCESS

14.1 Both Parties shall promote a culture of probity and sound financial discipline and control. The Host Party (the Council) shall arrange for the audit of the accounts of the Pooled Fund and shall require the appropriate person or body appointed to exercise the functions of the appropriate person or body appointed to exercise the functions of the Audit Commission under section 29(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. Both parties shall comply with each party's relevant financial reporting timescales and ensure a common approach to financial reporting is in place.

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

15 LIABILITIES AND INSURANCE AND INDEMNITY

15.1 The Parties shall agree and maintain appropriate insurance arrangements in respect of all potential liabilities arising from this Agreement. In the case of the WCCG, it may arrange alternative cover in accordance with current NHS arrangements administered by the NHS Litigation Authority in lieu of commercial insurance. Each Party shall provide to the other upon request such evidence as that Party may reasonably require to confirm that the insurance arrangements are satisfactory and are in force at all times.

15.2 Each Party ("**Indemnifying Party**") shall indemnify the other Party ("**Indemnified Party**") and its employees and agents against all Losses incurred as a result of or in connection with this Agreement or a Service Contract to the extent that such Losses arise as a result of:

15.2.1 the proper exercise by the Indemnified Party of the Indemnifying Party's Functions in accordance with this Agreement; or

15.2.2 any negligent or wrongful act, or omission, breach of statutory duty, breach of this Agreement or breach of the relevant Service Contract of the Indemnified Party, its employees or agents, save to the extent that the Indemnifying Party was following the instructions or requests of the Indemnified Party, the Health and Wellbeing Board, the Better Care Plan Finance and Performance Group, the Integration and Better Care Board or the Joint Commissioning Board.

15.3 If any third party makes a claim or intimates an intention to make a claim against either Party, which may reasonably be considered as likely to give rise to liability under this Clause 15, that Party will:

15.3.1 as soon as reasonably practicable give written notice of that matter to the Indemnifying Party specifying in reasonable detail the nature of the relevant claim;

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

15.3.3 give the Indemnifying Party 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 Party 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.

15.4 For the purposes of the indemnity in Clause 15.2 the expression "agents" shall be deemed to include without limitation any nurse or health professional/social care worker or manager providing services

to the Council or the WCCG under contract for services for the Better Care Fund and any person carrying out work for the Council or the WCCG under such a contract connected with such of the Council's or the WCCG's facilities.

15.5 The Parties acknowledge that the responsibility for specific indemnity cover lies with the Provider relevant to the Services they operate. However, commissioners need to assure themselves that such indemnity cover is in place.

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

Conduct of Claims

15.7 In respect of the indemnities given in this Clause 15:

15.7.1 the Indemnified Party shall give written notice to the Indemnifying Party 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;

15.7.2 the Indemnifying Party 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 Party, the Indemnifying Party shall consult with the Indemnified Party about the conduct and/or settlement of such claims and proceedings and shall at all times keep the Indemnified Party informed of all material matters; and

15.7.3 the Indemnifying and Indemnified Parties 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.

16 STANDARDS OF CONDUCT AND SERVICE

16.1 The Parties will at all times comply with Law and ensure good corporate governance in respect of each Party (including the Parties' respective constitutional documents, Standing Orders and Standing Financial Instructions).

16.2 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 WCCG will co-operate with all reasonable requests from the Council which the Council considers necessary in order to fulfil its Best Value obligations.

16.3 The WCCG is subject to the WCCG 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 Fund are therefore subject to ensuring compliance with the WCCG Statutory Duties and clinical governance obligations.

16.4 The Parties are committed to an approach to equality and equal opportunities as represented in their respective policies. The Parties 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.

16.5 The Services shall be purchased for or provided to the Service Users in accordance with the objectives set out in the Recitals to this Agreement and each Scheme Specification.

16.6 Subject to the requirements of its constitution the Host Party (the Council) and the Lead Commissioner for each Service shall implement the decisions of the Joint Commissioning Board in respect of the Pooled Fund. For the avoidance of doubt this Agreement does not affect the statutory responsibilities of either Party.

16.7 The Joint Commissioning Board shall monitor the exercise by the Parties under this Agreement of the Functions in accordance with Schedule 2.

16.8 The annual report(s) provided by the Council under Schedule 2 will set out the spending of the Pooled Fund in relation to the NHS Functions and the Council shall provide such information to the WCCG if the WCCG requests this from time to time.

16.9 The annual report(s) provided by the WCCG under Schedule 2 will set out the spending of the Pooled Fund in relation to the Social Care Related Functions and the WCCG shall provide such information to the Council if the Council requests this from time to time.

17 CONFLICTS OF INTEREST

The Parties shall comply with their respective organisation's Conflicts of Interest Policy for identifying and managing conflicts of interest as referred to in Schedule 7 and as such policies are updated from time to time during the term of this Agreement.

18 GOVERNANCE

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

18.2 The Parties have established a multi-agency/stakeholder Better Care Plan Finance and Performance Group and a Joint Commissioning Board with membership as set out in Schedule 2. The two bodies shall:

18.2.1 implement, deliver and operationally manage the Better Care Fund Plan;

18.2.2 manage the Better Care Fund budget; and

18.2.3 lead, co-ordinate and monitor delivery of the Better Care Fund programme,

as set out in the terms of this Agreement and the terms of reference included at Schedule 2.

18.3 The Parties have also established an Integration and Better Care Board with multi-agency/stakeholder membership as set out in Schedule 2. This body shall take a strategic, supervisory and recommendatory role as set out in the terms of this Agreement and the terms of reference included at Schedule 2.

18.4 The Better Care Plan Finance and Performance Group, the Joint Commissioning Board and the Integration and Better Care Board are each based within the joint working group structure. Each member of these bodies shall be a representative with individual delegated responsibility from the Party employing them to make decisions which enable that body to carry out its objectives, roles, duties and functions set out in Schedule 2.

18.5 Each Party undertakes to the other that it has secured and will continue to secure internal reporting arrangements to ensure the standards of accountability and probity required by each Party's own statutory duties and organisation are complied with.

18.6 The Joint Commissioning Board and the WCCG Governing Body Board and the Council's Cabinet shall be responsible for the overall approval of the use of funds for individual Services, ensuring compliance with the Better Care Fund Plan.

18.7 Each Scheme Specification shall confirm the governance arrangements in respect of the Individual Scheme and how that Individual Scheme is reported to the Better Care Plan Finance and Performance Group, Integration and Better Care Board, Joint Commissioning Board and Health and Wellbeing Board.

18.8 The Joint Commissioning Board shall co-operate with the Pooled Fund Manager in relation to reporting requirements set out in relevant 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 and/or the Local Government Association.

Authorised Officers

18.9 At the Commencement Date, the Authorised Officers shall be:

18.9.1 for the Council: (Interim) Director of Adult Social Care and Public Health; and

18.9.2 for WCCG: the (Interim) Accountable Officer, and Chief Finance Officer. For the avoidance of doubt, any notice, information or communication given or made by or to either the (Interim) Accountable Officer or the Chief Finance Officer shall be deemed to have been given or made by or to WCCG.

19 REVIEW

19.1 Save where the Joint Commissioning Board agree alternative arrangements (including alternative frequencies) and without prejudice to Clause 19.6, the Parties shall undertake an annual review ("**Annual Review**") of the operation of this Agreement, the Pooled Fund and the provision of the Services within 3 Months of the end of each Financial Year.

19.2 Subject to any variations to this process required by the Joint Commissioning Board, Annual Reviews shall be conducted in good faith and, where applicable, in accordance with the governance arrangements set out in Schedule 2.

19.3 The Parties shall within 2 Months of each Annual Review prepare a joint annual report documenting the matters referred to in this Clause 19. A copy of this report shall be provided to the Joint Commissioning Board.

19.4 The Parties acknowledge that the Joint Commissioning Board and the Better Care Plan Finance and Performance Group shall undertake regular reviews of the operation of this Agreement in accordance with the terms of reference set out in Schedule 2.

Financial Contributions

19.5 The Parties shall use reasonable endeavours to agree no later than 31st March in any Financial Year their respective Financial Contributions to the Pooled Fund for the following Financial Year and the relevant Scheme Specifications and Schedule 8 will be updated to reflect such agreement. Where agreement cannot be reached the Parties may need to use and/or apply the processes as outlined in Clauses 11 and 23.

19.6 The Parties shall review the operation of the Agreement at each meeting of the Joint Commissioning Board including confirmation of their respective Financial Contributions to the Pooled Fund for that Financial Year. The Parties may at this time (acting by written agreement of the Joint Commissioning Board) agree to vary such contributions and the relevant Scheme Specifications and Schedule 8 shall be amended in accordance with clause 30.

19.7 The Parties shall also use reasonable endeavours in each Financial Year to agree by 1st February a draft budget for the following Financial Year which would usually be based on the budget for the previous Financial Year. Such budget will be finalised once the Parties have agreed their Financial Contributions for the relevant Financial Year in accordance with Clauses 19.5 and 19.6 above.

19.8 Reviews under this clause shall be conducted in good faith and in accordance with the governance arrangements set out in Schedule 2, shall be based upon information to be provided as set out in Schedule 2 and shall take account of:

19.8.1 reasonable increases for inflation;

19.8.2 any agreed addition or decrease of funds for development of the Pooled Fund against any agreed targets; and

19.8.3 any commitments under or in connection with any Service Contract,

and the Parties acknowledge that any decision to reduce a Party's Financial Contribution which may impact on either Party's ability to fund a Service shall comply with the requirements of clause 30 including consideration of any associated reduction in the Services, taking account of notice periods within the relevant Service Contracts.

20 COMPLAINTS

Each Party's own complaints procedures shall apply to this Agreement. The Parties agree to assist one another in the management of complaints arising from this Agreement or the provision of the Services.

21 TERMINATION & DEFAULT

21.1 Subject to the requirements of the Law (and in particular the statutory requirements of the Better Care Fund):

21.1.1 this Agreement may be terminated by either Party 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; and

21.1.2 unless otherwise agreed in the relevant Scheme Specification, each Individual Scheme may be terminated by either Party giving not less than 12 Months' notice in writing or such shorter notice period agreed between the Parties, provided that the Parties ensure that the statutory Better Care Fund requirements continue to be met and for the avoidance of doubt the operation of the Agreement shall continue in respect of the remaining Individual Services.

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

21.3 Termination of this Agreement (whether by effluxion of time or otherwise) shall be without prejudice to the Parties' rights in respect of any antecedent breach and any terms of this Agreement that expressly or by implication survive termination of this Agreement.

22 EFFECTS OF TERMINATION OR EXPIRY

22.1 In the event that this Agreement is terminated in whole or in part (howsoever terminated) the Parties agree to co-operate to ensure an orderly wind down of their joint activities as set out in this Agreement so as to minimise disruption to all Service Users, carers and staff.

22.2 The Council and the WCCG shall co-operate to ensure that:

22.2.1 where possible, existing Service Contracts are assigned to the Party with statutory responsibility for the relevant Service Users. Where this is not possible, subject to Clause 22.2.3, the Council and the WCCG shall continue to be liable to purchase the Services in accordance with this Agreement for all current Service Users at the date of service of the notice of termination and to fulfil all existing obligations to third parties under any Service Contract until the relevant contracts are terminated; and

22.2.2 the Parties shall continue to operate the Pooled Fund in accordance with this Agreement so far as is necessary to ensure fulfilment of the obligations in sub-Clause 22.2.1; and

22.2.3 the Parties shall remain liable to contribute that proportion of the cost of the Services which either is their proportionate contribution to the relevant Scheme in the current Financial Year or, if such contribution has not at the date of notice of termination yet been confirmed under Clause 19.5, the Party's contribution in the immediately preceding Financial Year represented as a proportion of the aggregate contributions of each Party to the relevant Service in that preceding Financial Year, such liabilities to continue for so long as the Service Users shall require the Services or the obligations to third parties under any Service Contract remain to be fulfilled.

22.3 Upon termination of the Agreement or a Scheme Specification the Parties shall use reasonable endeavours to agree an apportionment of any Underspend in relation to the Individual Scheme so terminated in a reasonable and equitable manner taking into account the circumstances of and reasons for the Underspend and such payments as shall be required to reflect this shall be made from the Pooled Fund to the Parties. Where such agreement cannot be reached within 30 days of termination the Underspend shall be returned to the Parties in proportion to their respective Financial Contributions for that Scheme.

22.4 Upon termination of the Agreement or a Scheme Specification the Parties shall use reasonable endeavours to agree an apportionment of any Overspend in relation to the Scheme so terminated in a reasonable and equitable manner taking into account the circumstances of and reasons for the Overspend and such payments as shall be required to reflect this shall be made by the Parties to the Pooled Fund. Where such agreement cannot be reached within 30 days of termination the Parties shall meet the Overspend proportionately to their respective Financial Contributions for that Scheme.

22.5 When determining whether there has been an Underspend or Overspend as at the date of termination of this Agreement, all known liabilities in relation to the Pooled Fund should be assessed and quantified and taken into account. In the case of termination of a Scheme Specification, all known liabilities in relation to that Scheme should be assessed and quantified and taken into account.

22.6 The Parties shall continue to be responsible for any liabilities that arise following any payments made pursuant to Clause 22.3 and/or Clause 22.4. Any liabilities that are subsequently quantified shall be apportioned between the Parties on the same basis as an Overspend in accordance with Clause 22.4 and the Parties shall make such payments to each other or to the Pooled Fund as shall be required to reflect this.

22.7 Unless agreed otherwise assets purchased from the Pooled Fund will be disposed of by the Host Party for the purposes of meeting any of the costs of winding up the Services or where this is not practicable such assets will be shared proportionately between the Council and the WCCG according to their respective Financial Contributions to the relevant Scheme.

23 DISPUTE RESOLUTION

23.1 In the event of a dispute between the Parties arising out of this Agreement, either Party may serve written notice of the dispute on the other Party, setting out full details of the dispute.

23.2 The Parties 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.

23.3 If the dispute remains after the meeting detailed in Clause 23.2 has taken place, the Authorised Officer of each Party (or in each case their nominees) shall meet in good faith as soon as possible after the relevant meeting and in any event with fourteen (14) days of the date of the meeting, for the purpose of resolving the dispute.

23.4 If the dispute remains after the meeting detailed in Clause 23.3 has taken place, then the Parties will attempt to settle such dispute by mediation as follows:

23.4.1 in the case of any financial dispute including in relation to Overspends and Underspends as referred to in Clause 11 and Schedule 2Part 11, by referral to NHS England South

West and Local Government Association South West Region peers for determination; and

23.4.2 in the case of any other dispute, in accordance with the CEDR Model Mediation Procedure set out at Schedule 7 or any other model mediation procedure as agreed by the Parties.

23.5 To initiate mediation under 23.4.1 or 23.4.2, either Party may give notice in writing (a "Mediation Notice") to the other requesting mediation of the dispute and shall send a copy thereof to NHS England South West and Local Government Association South West peers, CEDR or the equivalent mediation organisation as agreed by the Parties (as the case may be) asking them to nominate a mediator. The mediation shall commence within twenty (20) Working Days of the Mediation Notice being served (or in the case of mediation of financial issues, such other timescale as NHS England and the Local Government Association shall determine). Neither Party 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 Parties). The Parties will co-operate with any person appointed as mediator, providing them with such information and other assistance as they shall require and will pay their costs as they shall determine or in the absence of such determination such costs will be shared equally.

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

24 FORCE MAJEURE

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

24.2 On the occurrence of a Force Majeure Event, the Affected Party shall notify the other Party 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 Party and any action proposed to mitigate its effect.

24.3 As soon as practicable, following notification as detailed in Clause 24.2, the Parties 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.

24.4 If the Force Majeure Event continues for a period of more than sixty (60) days, either Party shall have the right to seek to terminate the Agreement under Clause 21.1. For the avoidance of doubt, no compensation shall be payable by either Party as a direct consequence of this Agreement being terminated in these circumstances.

25 CONFIDENTIALITY

25.1 In respect of any Confidential Information a Party receives from another Party (the "**Discloser**") and subject always to the remainder of this Clause 25, each Party (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:

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

25.1.2 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.

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

25.3 Each Party:

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;

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; and

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

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

26.2 Any and all agreements between the Parties as to confidentiality shall be subject to their duties under the 2000 Act and 2004 Regulations. No Party shall be in breach of Clause 24 if it makes disclosures of information in accordance with the 2000 Act and/or 2004 Regulations.

26.3 Each Party ("**First Party**") acknowledges that the other Party will, in responding to a request received under the 2000 Act or the 2004 Regulations, be entitled to provide information relating to this Agreement or which otherwise relates to the First Party.

27 OMBUDSMEN

The Parties 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 AND DATA PROTECTION

28.1 The Parties shall at all times after the commencement of this Agreement:

28.1.1 use their best endeavours to comply with their obligations under the Data Protection Legislation;

28.1.2 cooperate with each other to enable the other Party to meet its obligations under the Data Protection Legislation.

28.2 No later than 20 Working Days from the date of this Agreement, the Parties shall procure and agree a policy and procedures for information sharing in order to ensure that:

28.2.1 the Parties comply with any notification requirements under the Data Protection Legislation;

28.2.2 the Parties process information obtained in relation to any Service User in accordance with their obligations under the Data Protection Legislation; and

28.2.3 Providers commissioned pursuant to Individual Schemes have in place appropriate technical and contractual measures to ensure their compliance with the Data Protection Legislation.

28.3 Following the agreement of a policy and procedures in accordance with Clause 28.2, both Parties shall thereafter comply at all times with such policy and procedures for the duration of this Agreement and indefinitely after its expiry or termination.

28.4 The Parties acknowledge that supporting data sharing protocols and agreements are being developed which will underpin the Better Care Fund Plan and which they will adhere to when sharing information under this Agreement. Wherever the Parties intend to share data, they will consider the type of information to be shared and the purpose for sharing it, and they will enter into the appropriate information sharing agreements as developed between the Parties.

28.5 Each Party shall take such steps as may be practicable to afford the other Party access to information which is reasonably required by the first Party in connection with any of its statutory functions and for any purpose connected with its rights and obligations under this Agreement.

28.6 Each Party must exercise its reasonable endeavours to ensure the accuracy of any data entered into the computer system used in carrying out the Party's obligations under the Agreement.

28.7 So far as is permitted in Law (and each Party shall use all reasonable endeavours to ensure such permission exists) all data held on any computer system operated under this Agreement must immediately on termination of the Agreement be made available on request to the Party with statutory responsibility for the relevant Service Users.

29 NOTICES

29.1 Any notice to be given under this Agreement shall either be sent by first class post or electronic mail. The address for service of each Party shall be as set out in Clause 29.3. A notice shall be deemed to have been served if:

29.1.1 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

29.1.2 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 Party sending the notice) and a hard copy of such notice is also sent by first class recorded delivery post (airmail if overseas) on the same day as that on which the electronic mail is sent.

29.2 In proving such service, it shall be sufficient to prove that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority as prepaid first class, or that the electronic mail was properly addressed and no message was received informing the sender that it had not been received by the recipient (as the case may be).

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

29.3.1 if to the Council, addressed to the (Interim) Director of Adult Social Care and Public Health (Graham Wilkin at the Commencement Date) at Wiltshire Council, County Hall, Bythesea Road, Trowbridge, Wiltshire BA14 8JN;

Tel: 01225 713117

Email: graham.wilkin@wiltshire.gov.uk

29.3.2 if to the WCCG, addressed to the (Interim) Accountable Officer (Linda Prosser at the Commencement Date) and the Chief Finance Officer (Steve Perkins at the Commencement Date) both at NHS Wiltshire Clinical Commissioning Group, Southgate House, Pans Lane, Devizes, Wiltshire SN10 5EQ;

Tel: 01380 733830

Email: linda.prosser@nhs.net and steve.perkins@nhs.net

30 VARIATION

30.1 No variations to this Agreement will be valid unless they are recorded in writing and signed for and on behalf of each of the Parties subject to approval by the Joint Commissioning Board as set out in this Clause.

30.2 Where the Parties agree that there will be:

30.2.1 a new Scheme Specification; or

30.2.2 an amendment to a current Scheme Specification,

the Joint Commissioning Board shall agree the new or amended Scheme Specification and this must be signed by the Parties. A request to vary an Individual Scheme (which may include a change in the level of Financial Contribution/s) may be made by any Party but will require agreement from all of the Parties in accordance with the process set out in Clause 30.3. The notice period for any variation unless otherwise agreed by the Parties shall be 3 Months or in line with the notice period for variations within the associated Service Contract/s, whichever is the shortest.

30.3 The following approach shall, unless otherwise agreed, be followed by the Joint Commissioning Board:

30.3.1 on receipt of a request from one Party to introduce a Scheme Specification for an existing Individual Scheme or vary the Agreement or an Individual Scheme, the Joint Commissioning Board will first undertake an impact assessment and identify those Service Contracts likely to be affected;

30.3.2 the Joint Commissioning Board 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 Party holding the Service Contract/s is not put in breach of contract; its statutory obligations or financially disadvantaged;

30.3.3 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

30.3.4 should this not be possible and one Party 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 and subject to the exceptions set out in Paragraph 5 of Schedule 3, be shared equally between the Parties.

31 CHANGE IN LAW

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

31.2 If at any time during the term of this Agreement a change to the manner in which a Service or the Services are commissioned is required as a result of a Change in Law then the provisions outlined in this Clause 31 shall apply.

31.3 The Parties shall jointly investigate the likely impact of the Change in Law on the Services and any other aspect of the Agreement and shall prepare a report in writing, setting out:

31.3.1 the variation proposed;

31.3.2 the date upon which it should take effect;

31.3.3 a statement of whether the variation will result in an increase or decrease in Financial Contributions by reference to the relevant component elements of the Service or Services which are subject to the Change in Law;

31.3.4 a statement on the individual responsibilities of the WCCG and the Council for any implementation of the variation;

31.3.5 a timetable for implementation of the variation;

31.3.6 a statement of any impact on, and any changes required to the Services; and

31.3.7 the date for expiry of the report.

31.4 The Parties shall confirm in writing their decision to proceed with the proposed variation and shall agree a formal variation in accordance with Clause 30.

31.5 In the event of failure by the Parties to agree the relevant amendments to the Agreement (as appropriate), the Clause 24 (Dispute Resolution) shall apply.

32 WAIVER

Any relaxation or delay of either Party in exercising any right under this Agreement shall not be taken as a waiver of that right and shall not affect the ability of that Party subsequently to exercise that right.

33 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.

34 ASSIGNMENT AND SUB CONTRACTING

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

35 EXCLUSION OF PARTNERSHIP AND AGENCY

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

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

35.2.1 act as an agent of the other;

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

35.2.3 bind the other in any way.

36 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.

37 ENTIRE AGREEMENT

37.1 The terms herein contained together with the contents of the Schedules constitute the complete agreement between the Parties 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 Party.

37.2 Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on and shall have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

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

38 COUNTERPARTS

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

39 GOVERNING LAW AND JURISDICTION

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

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

40 STATUTORY OBLIGATIONS

40.1 The Parties shall in the performance of their obligations under this Agreement comply with all relevant Law and all provisions relating to such matters elsewhere in this Agreement.

40.2 Each Party will note the other Party's current and future obligations under the Data Protection Legislation, the 2000 Act, the Human Rights Act 1998, the Equality Act 2010 and Part 1 of the Local Government Act 1999 (as amended from time to time) and any codes of practice and best practice guidance issued by the European Commission Government and the appropriate enforcement agencies (the **"Specified Legislation"**) and shall:

40.2.1 comply with the Specified Legislation in so far as it places obligations upon that Party in the performance of its obligations under this Agreement;

40.2.2 facilitate the other Party's' compliance with its obligations under these provisions and comply with any reasonable requests for that purpose;

40.2.3 act in respect of any person who receives or requests services under this Agreement as if that Party were a public authority for the purpose of the Human Rights Act 1998.

40.3 The Parties shall at all times comply with the requirements of the Health and Safety at Work Act 1974 and of any other Acts pertaining to the health and safety of employees and shall ensure that any contractors carrying out work for any purpose relating to the Agreement likewise comply.

40.4 The Parties shall not in relation to the employment of persons for the purposes of providing the Services or in relation to the provision of the Services to any person unlawfully discriminate against any person contrary to UK legislation relating to discrimination or equality whether in relation to race, gender, religion or belief, disability, age, sexual orientation or otherwise.

41 FAIR DEALINGS

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

IN WITNESS WHEREOF this Agreement has been executed by the Parties as a DEED on the date which first appears in this Agreement

THE CORPORATE SEAL of
WILTSHIRE COUNCIL
was hereunto affixed In the presence of:

Signed on behalf of NHS WILTSHIRE CLINICAL COMMISSIONING GROUP

SCHEDULE 1 – SCHEME SPECIFICATION

Part 1: Template Scheme Specification

BETTER CARE FUND SCHEME SPECIFICATION
FINANCIAL YEAR [INSERT]
SCHEME: [INSERT]

Background:

1. This Scheme Specification is supplemental to the Better Care Fund Section 75 Agreement made between (1) Wiltshire Council and (2) NHS Wiltshire Clinical Commissioning Group and dated [INSERT] (the "**BCF S75**"). Defined terms in the BCF S75 apply in this Scheme Specification.

2. The purpose of this Scheme Specification is to set out the specific terms on which the Parties have agreed to collaborate in relation to the Scheme named above.

PART A – GENERAL	
Scheme Specification Terms: Commencement Date: [INSERT] End Date: [INSERT]	
Total Value of this Scheme: [INSERT]	
WCCG Lead Representative: [INSERT] NHS Wiltshire CCG Direct Line: 01380 [INSERT] Mobile: [INSERT] Email: [INSERT]@nhs.net	***Council Lead Representative***: [INSERT] Wiltshire Council Direct Line: 01225 [INSERT] Mobile: [INSERT] Email: [INSERT]@wiltshire.gov.uk

PART B – SCHEME DETAILS
Overview of Services and Contract Arrangements within this Scheme 41.2 At commencement of this Scheme Specification, the Services are as follows: ***Service 1 : [insert description]*** **Functions:** *Insert details of all relevant WCCG Functions and Council Functions as specified in regulations 5 and 6 of the 2000 Regulations. If the Functions vary at Service level then they have to be listed here. If they are the same throughout the Scheme, then delete here and insert at Part A above instead.* **Contracts:** *Insert details of any existing contracts i.e. date of contract, parties, identification number and expiry date. State whether new contracts or variations of existing contracts are required.* **Commissioning arrangements:** *State the commissioning arrangements which will apply in relation to the existing and proposed contracts i.e*

.

a) *Lead Commissioning by the Council - the delegation by the WCCG to the Council of the WCCG Functions, so that the Council may exercise the WCCG Functions alongside the Council Functions and act as commissioner of the Service; or*

b) *Lead Commissioning by the WCCG - the delegation by the Council to the WCCG of the Council Functions, so that the WCCG may exercise the Council Functions alongside the WCCG Functions and act as commissioner of the Service; or*

c) *Integrated Commissioning - the establishment of an integrated management and commissioning department in relation to the Service.*

If the commissioning arrangements vary by Service then they have to be listed here. If they are the same throughout the Scheme, then delete here and insert at Part A above instead.

Service Users and Eligibility Criteria:
Insert details of the service users and eligibility criteria e.g. individuals with a diagnosis of dementia. Note that some service users may be the responsibility of the Council but not the WCCG and vice versa, so the beneficiaries need to be clearly set out. If the service users vary by Service then they have to be listed here. If they are the same throughout the Scheme, then delete here and insert at Part A above instead.

VAT:
Set out details of the treatment of VAT in respect of the Service. If VAT arrangements vary by Service then they have to be listed here. If they are the same throughout the Scheme because the commissioning arrangements are the same, then delete here and insert at Part A above instead.

CQC:
Set out any CQC registration requirements in relation to the Service. Again, if these apply at Scheme level, move to Part A instead.

<u>Service 2 : [insert description]</u>

Etc

PART C – SCHEME SPECIFICATION TERMS

Additional Terms & Conditions Specific to this Scheme Specification:

<u>General</u>

1.1 Each Party shall use reasonable endeavours to ensure that any change to the Lead Representatives is promptly communicated to the other Party.

1.2 This Scheme Specification may be executed in any number of counterparts each of which shall be an original and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

1.3 Additional Services may be brought within the scope of this Scheme Specification by varying this Scheme Specification in accordance with the terms of the BCF S75.

1.4 The Parties acknowledge that the Contract Arrangements for Services commissioned within this Scheme must comply with the requirements of clause 17 of the BCF S75.

1.5 The Parties acknowledge that the Contract Arrangements for Services commissioned within this Scheme must comply with all relevant Legislation including the Public Contracts Regulations 2015.

Non-financial contributions to be provided by each Party

DN: Consider whether the following should be at Scheme or Service level

1.6 WCCG non-financial contributions: [INSERT]

1.7 Council non-financial contributions: [INSERT]

Set out all non-financial contributions of each Party which may include:

- *the assets and premises (if any) to be provided by each Party;*
- *the contract management services, administration services and IT support (if any) to be provided by each Party;*
- *the Staff to be made available by the WCCG and/or the Council together with any special arrangements which will apply to the Staff in question and specific consideration of:*
  - *whether or not TUPE will apply at any time and which Staff will be affected; and*
  - *how pensions will be dealt with including the financial implications arising from any pension liabilities and membership of the respective NHS and Local Government Pension Schemes*

1.8 Any charges for non-financial contributions made by either Party in relation to this Scheme shall be negotiated and agreed annually for inclusion as budget headings within this Scheme's budget, or separately budgeted to ensure transparency. Any variations to amounts so budgeted must be approved by the Joint Commissioning Board.

1.9 [INSERT ANY OTHER SCHEME OR SERVICE SPECIFIC REQUIREMENTS E.G. TERMINATION RELATED].

PART D – EXECUTION

SIGNED by ____

Duly authorised for and on behalf of **NHS WILTSHIRE CLINICAL COMMISSIONING GROUP**
Date:____________________

SIGNED by ____

Duly authorised for and on behalf of **WILTSHIRE COUNCIL** Date: ___________________

Part 2: Initial Individual Schemes

Commissioning Activity	Council / CCG	Description	Lead
Better Care Fund - Intermediate Care	Council	Step Up/Down Beds	Graham Wilkin
Better Care Fund - Intermediate Care	WCCG	Intermediate Care Therapies	S Watson
Better Care Fund - Intermediate Care	Council	Intermediate Care Social Work	Graham Wilkin
Better Care Fund - Intermediate Care	Council	Intermediate Care Programme Manager	Graham Wilkin
Better Care Fund - Intermediate Care	WCCG	Mental Health Liaison	G Ruddle
Better Care Fund - Intermediate Care	Council	HTLAH Support for Community LA	Graham Wilkin
Better Care Fund - Intermediate Care	Council	HTLAH Support for Community CCG	Graham Wilkin
Better Care Fund - Intermediate Care	WCCG	Step Up Beds (Wiltshire Health & Care)	S Watson
Better Care Fund - Intermediate Care	WCCG	SHARP - Social Care Help & Rehabilitation Project	S Watson
Better Care Fund - Intermediate Care	WCCG	SPA Support for STARR	J Cullen
Better Care Fund - Intermediate Care	WCCG	One Number	J Cullen
Better Care Fund - Intermediate Care	WCCG	Community Geriatrics	S Watson
Better Care Fund - Intermediate Care	Council	End of life care - 72 hour pathway	Graham Wilkin
Better Care Fund - Intermediate Care	Council	Bed Management System	Graham Wilkin
Better Care Fund - Intermediate Care	Council	GP Cover	Graham Wilkin
Better Care Fund - Intermediate Care	WCCG	Community Services	S Watson
Better Care Fund - Intermediate Care	Council	Wiltshire Care Partnership	Graham Wilkin
Better Care Fund - Intermediate Care	WCCG	Rehab Support Workers	S Watson
Better Care Fund - Intermediate Care	Council	Palliative Care Contract	Graham Wilkin
Better Care Fund - Intermediate Care	WCCG	Barchester Healthcare Gold Call	J Williamson
Better Care Fund - Intermediate Care	Council	iBCF - Sustainable Transformation - Project Team	Graham Wilkin
Better Care Fund - Intermediate Care	Council	iBCF - Providing stability and extra capacity in the local care system - residential	Graham Wilkin
Better Care Fund - Intermediate Care	Council	iBCF - Providing stability and extra capacity in the local care system - IC	Graham Wilkin
Better Care Fund - Intermediate Care	Council	iBCF - Providing stability and extra capacity in the local care system - Dom Care	Graham Wilkin

Better Care Fund - Intermediate Care	Council	iBCF - Improving Reablement - Front door	Graham Wilkin
Better Care Fund - Intermediate Care	Council	iBCF - Immediate Intervention - Staffing	Graham Wilkin
Better Care Fund - Intermediate Care	Council	iBCF - Immediate Care / DTOC Beds	Graham Wilkin
Better Care Fund - Access & Rapid Response	Council	Medvivo - Telecare Response and Support	Graham Wilkin
Better Care Fund - Access & Rapid Response	Council	Hospital Social Care Capacity (Additional Hospital Social Care Capacity)	Graham Wilkin
Better Care Fund - Access & Rapid Response	Council	Self-funder Support - CHS	Graham Wilkin
Better Care Fund - Access & Rapid Response	WCCG	Medvivo - Acute Trust Liaison	J Cullen
Better Care Fund - Access & Rapid Response	WCCG	Medvivo - Simple Point of Access	J Cullen
Better Care Fund - Access & Rapid Response	WCCG	Medvivo - Additional RR Hub	J Cullen
Better Care Fund - Access & Rapid Response	WCCG	Medical Room	J Cullen
Better Care Fund - Access & Rapid Response	WCCG	Leg Club Accomodation	J Cullen
Better Care Fund - Access & Rapid Response	Council	Urgent Care at Home Domiciliary Care	Council
Better Care Fund - Care Act	Council	Care Act	Graham Wilkin
Better Care Fund - Self Care & Support	WCCG	Carers - CCG contribution to Pool	Sue Shelbourn-Barrow
Better Care Fund - Self Care & Support	WCCG	Carers - Voyage Respite	T Burns
Better Care Fund - Self Care & Support	Council	Carers - WCC contribution to Pool	Sue Shelbourn-Barrow
Better Care Fund - Self Care & Support	Council	Carers - WCC contribution to Pool (Children's)	Graham Wilkin
Better Care Fund - Self Care & Support	Council	Info & Advice Portal content management (Health watch)	Graham Wilkin
Better Care Fund - Self Care & Support	WCCG	Public Health Prevention - Fracture Liaison	T Wilson
Better Care Fund - Self Care & Support	Council	Public Health Prevention - Training, etc..	Graham Wilkin
Better Care Fund - Self Care & Support	Council	Sound Doctor	Graham Wilkin
Better Care Fund - Protecting Social Care	Council	Maintaining Services Social Care	Graham Wilkin
Better Care Fund - Protecting Social Care	Council	Complex Care Packages	Graham Wilkin

Better Care Fund - Protecting Social Care	Council	Strengthening QA	Graham Wilkin
Better Care Fund - Service User Engagement	Council	Invest in Engagement (Healthwatch)	Graham Wilkin
Better Care Fund - Other Council	Council	Disabled Facilities Grant	Janet O'Brien
Better Care Fund - Management & Admin	Council	Finance & Performance	Michael Hudson
Better Care Fund - Management & Admin	Council	Administration (JRo)	Sue Shelbourn-Barrow
Better Care Fund - Management & Admin	Council	Veritas Analysis Contract (JHo)	Graham Wilkin
Better Care Fund - Management & Admin	WCCG	Workforce - paid by CCG	Steve Perkins
Better Care Fund - ICES	Council	Integrated Equipment - Wiltshire Council (adults)	Graham Wilkin
Better Care Fund - ICES	Council	Integrated Equipment - Wiltshire Council (children)	Graham Wilkin
Better Care Fund - ICES	WCCG	Integrated Equipment - Wilts CCG (excludes continence)	Gail Warnes
Better Care Fund - Unallocated	both	Unallocated funding / Contingency	Not confirmed

SCHEDULE 2 – GOVERNANCE

The Parties acknowledge that the governance arrangements set out in this Schedule relate only to the Better Care Fund. Further work to integrate the Parties' wider commissioning activities may require variations to these governance arrangements.

Part 1

1 Delegated Authority

1.1 The Joint Commissioning Board is authorised within the limited delegated authority for its members (which is received through their respective organisation's own financial scheme of delegation) to:

1.1.1 authorise commitments which exceed or are reasonably likely to lead to exceeding the contributions of the Party to the aggregate contributions of the Party to the Pooled Fund; and

1.1.2 authorise a Lead Commissioner to enter into any contract for services necessary for the provision of Services under an Individual Scheme

2 Information and Reports

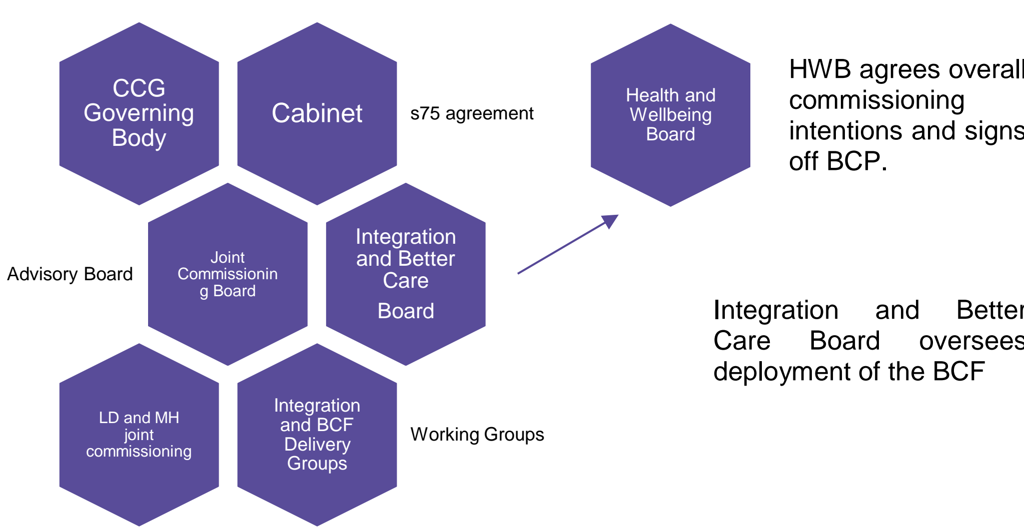
The Pooled Fund Manager shall supply to the Joint Commissioning Board on a Quarterly basis the financial and activity information as required under the Agreement.

3 Post-termination

The Joint Commissioning Board shall continue to operate in accordance with this Schedule following any termination of this Agreement but shall endeavour to ensure that the benefits of any contracts are received by the Parties in the same proportions as their respective contributions at that time.

Part 2

+Wiltshire's Governance for Integration and the Better Care Fund



The governance arrangements for the Better Care Fund in Wiltshire have been designed to drive integrated working. These are summarized as follows:

Wiltshire CCG Governing Body and Wiltshire Council Cabinet:
As the executives of the two organisations pooling budgets, these bodies are responsible for signing off the s75 agreement and agreeing the procurement of significant new initiatives (above the limits set out in the respective organisations' scheme of delegation).

Wiltshire Health and Wellbeing Board:
The Health and Wellbeing Board (HWB) includes lead members and chief officers from the health and social care system. The HWB is also responsible for the signing of the s75 agreement and for gaining system-wide buy-in to the Better Care Plan, which sets out the broad commissioning intentions for the use of the Better Care Fund. The HWB receive standing updates on progress against the high-level BCP outcomes and on the delivery of new schemes.

Joint Commissioning Board
The Joint Commissioning Board (JCB) is an advisory group which brings together senior council and CCG officers (with the council cabinet member for health and adult social care and the chair of the CCG) to undertake detailed commissioning work and make jointly agreed recommendations for change to the commissioning organisations. This includes overseeing the management of existing joint investments and initiatives alongside a targeted programme of activities that exploits opportunities where greater coordination, alignment and/or integration of resources can lead to improved outcomes and efficiency. A Joint Business Agreement also sets out a range of areas (beyond the BCP) where pooled/ transferred budgets have been agreed. Part 2 of the meeting includes senior staff from providers to deliver a system check and challenge on the delivery of key schemes. In addition to this, sub groups focusing on particular topics with specialist staff (such as mental health or learning disabilities) may be established, reporting into JCB.

In respect of the Better Care Plan, it is referred to as the 'decision making body' in the s75 agreement and as such the JCB receives regular reports from the Better Care Board (although jointly agreed recommendations have to go through the usual decision-making process for the respective organisations). A copy of the full terms of reference is included at Appendix 1. These include provision for establishing executive delivery groups.

Integration and Better Care Board
The Integration and Better Care Board delivers the Better Care Plan on behalf of the HWB, reporting on its work to the JCB and making recommendations and providing senior focus for the future direction of the Better Care Fund.

The Board is also tasked with overseeing Wiltshire's collective participation in the Sustainability and Transformation Partnership – in particular, the development of an Accountable Care System, local strategic commissioning arrangements and future contracting mechanisms for a local accountable care alliance.

The membership of the Board includes:

- CCG Chair
- CCG Chief Accountable Officer
- Wiltshire Council Cabinet Member
- Wiltshire Council Director of Adult Social Services (and operations representative)
- Better Care and Adult Social Care transformation programme management
- Representatives of the 3 acute hospitals and AWP (Mental Health provider)

The Better Care Board reports on its work to the Joint Commissioning Board, as well as the Health and Wellbeing Board.

The Board is underpinned by Delivery Groups comprising

- Operational directors
- Commissioning directors
- A&E Delivery Board representatives
- Finance officers

Working groups focus on specific themes within the BCP and High Impact Change Model (such as tackling delayed transfers of care) as well as the overall finance and risk profile for the BCP.

Full terms of reference are included at Appendix 2.

Function	Group (and membership)	Reporting Schedule
Accountable for overall delivery of the Better Care Plan and agreeing high level commissioning intentions	**Health and Wellbeing Board** Chair: Baroness Scott Vice Chair: Dr Sandford-Hill Cabinet Members and CCG GP locality representatives Healthwatch Wiltshire, NHS England, PCC Directors of Children's Services, Adult Social Care and Public Health. Provider representation from acutes (GWH, SFT, RUH) and SWAST, AWP and LMC.	Meets five times a year
Makes jointly agreed recommendations for change to commissioning bodies	**Joint Commissioning Board** Chair/ Vice Chair: Alternates between CAO and DASS Commissioners Cabinet Member and CCG Chair Lead commissioners and finance officers Part 2 of the meeting includes provider organisations for system check and challenge.	Meets alternate months to HWB
Leads on the establishment of an accountable care alliance. Reports to JCB on the progress with delivering schemes, reviews business cases and makes recommendations to JCB for investment. Evaluates schemes and recommends mainstreaming or closure.	**Integration and Better Care Board** Chair/ Vice Chair: Alternates between CAO and DASS • CCG Chair • CCG Chief Accountable Officer • Wiltshire Council Cabinet Member • Wiltshire Council Director of Adult Social Services (and operations representative) • Better Care and Adult Social Care transformation programme management • Representatives of the 3 acute hospitals and AWP (Mental Health provider)	Meets monthly
Undertakes detailed work on finances, risk and outcomes – signing off reporting to NHS England.	**Better Care Finance and Performance Group** • Finance officers • Performance officers • Commissioning and operations officers • Better Care Fund Work stream leads, Wiltshire CCG and Wiltshire Council as appropriate. • Public Health Scientist • Provider representatives	Meets monthly
Includes a delayed discharge working group, producing a recovery Discharge Plan	Delivery Groups	Meets monthly

Appendix 1

Joint Commissioning Board (JCB) Terms of Reference

1. Duration

The terms of reference will be reviewed as required, with the minimum of an annual review.

2. Purpose of the JCB

2.1 The JCB will act as an advisory body to the two commissioning organisations (Wiltshire Council and Wiltshire Clinical Commissioning Group), making jointly agreed recommendations for change.

2.2 The JCB will include a Part 2 of the agenda which includes representatives of the Avon and Wiltshire Mental Health Partnership NHS Trust, the acute and adult community service providers enabling a Wiltshire system check of recommendations and progress against plans.

2.3 The JCB will build on a shared vision for the commissioning and development of services, taking into account:

- Local needs and local priorities, as set by the Wiltshire Health and Wellbeing Board (HWB) through the JSA and the Joint Health and Wellbeing Strategy
- An evidence-base of what works to deliver the best outcomes for local people
- A focus on early, creative preventive approaches, based in local communities
- A shared understanding of risk
- A need for improved information, advice and signposting about services available to people, including services available from the voluntary and community sectors
- National direction and national outcomes and frameworks for the NHS and social care.

2.4 The JCB will provide collective governance in relation to the commissioning of health and social care for adults in Wiltshire and to be accountable to the HWB for the delivery of joint commissioning arrangements.

2.5 The JCB will oversee the management of existing joint investments and initiatives.

2.6 The JCB will oversee a targeted programme of activities that exploits opportunities where greater coordination, alignment and/or integration of resources can lead to improved outcomes and efficiency. This could include the recommendation for pooled funds.

2.7 The JCB will ensure that joint commissioning plans are effective and are monitored against the agreed performance measures for each service.

2.8 The JCB will promote and progress the alignment and integration of commissioning plans and deliverables across health and social care, supporting the development of an integrated commissioning function for Wiltshire.

2.9 The JCB will make recommendations to the Wiltshire Council Cabinet and the Wiltshire Clinical Commissioning Group (WCCG) Governing Body on priorities for service redesign, investment and disinvestment: this will include agreeing changes to premises, support services, and facilities management.

2.10 The JCB will review risks raised by constituent organisations to the delivery of the agreed Health and Wellbeing Strategy and other significant service issues.

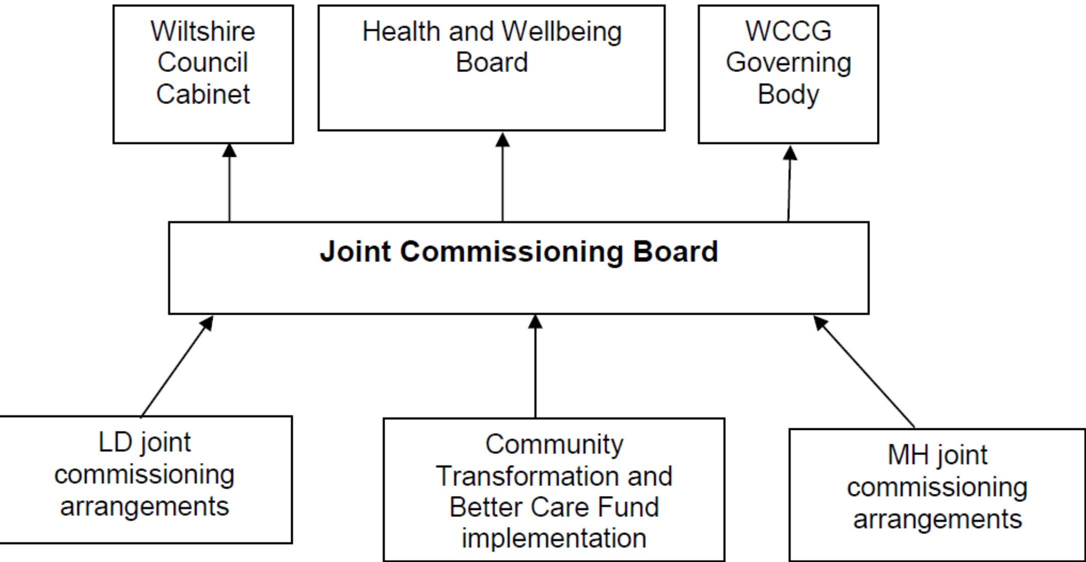
2.11 The JCB will ensure the effective operational performance and implementation of the BCF, and ensure appropriate management of BCF monies.

3 Structure and reporting

3.1 The JCB will work within the schemes of delegation and the accountability arrangements of the Council and the WCCG. Decisions of the JCB will need to be ratified by the Wiltshire Council Cabinet and the WCCG Governing Body. Individual members will be responsible for reporting progress through their organisations' appropriate internal governance arrangements.

3.2 The JCB will report on progress as a minimum of twice each year to the HWB.

3.3 Executive groups will sit beneath the JCB and run the day to day business of each of 3 priority areas for joint commissioning: learning disabilities; mental health; community transformation programme. The diagram below sets out reporting arrangements.



3.4 Frequency of meetings

The JCB will meet 11 times per year (January through November) with meetings being held in private.

3.5 JCB Membership Membership from WCCG

- Clinical Chair of the CCG (or GP Group Chair as deputy)
- Chief Officer
- Chief Financial Officer
- Chief Operating Officer
- Director of Quality (or nominated deputy)
- Director of Planning, Performance and Corporate Services
- Director of Primary and Urgent Care and Group Director of West
- Acting Director of Acute Commissioning and Group Director of Sarum
- Community and Joint Commissioning Director and Group Director North and East Wiltshire (NEW)

Membership from Wiltshire Council

- Corporate Director
- Associate Director – Adult Care Commissioning, Safeguarding and Housing Associate Director – Finance (or nominated deputy)
- Consultant in Public Health
- Lead Transformation Consultant
- Head of Commissioning, Community Services

- Head of Housing - Strategy & Assets
- Assistant Head of Service, Specialist Commissioning
- Cabinet Member

Other Attendees

- Director of Transformation and Integration (Joint post)
- Transformation Consultant, Adult Social Care
- Representative from Great Western Hospital NHS Foundation Trust
- Representative from Royal United Hospitals Bath NHS Foundation Trust
- Representative from Wiltshire Health and Care
- Representative from Salisbury NHS Foundation Trust
- Representative from the Avon and Wiltshire Mental Health Partnership NHS Trust

Other attendees in an advisory/supporting role as required.

Part 2 attendees

- Chief Operating Officer or nominated deputy – Salisbury Foundation Trust
- Chief Operating Officer or nominated deputy – Royal United Hospital Bath
- Chief Operating Officer or nominated deputy – Great Western Hospital
- Chief Operating Officer or nominated deputy – Wiltshire Health and Care
- Chief Executive or nominated deputy – Avon and WiltshirJointe Mental Health Partnership NHS Trust

3.6 Quoracy

The meeting will be quorate with the following attendance as a minimum

- Clinical Chair of the CCG (or GP Group Chair as deputy)
- CCG Chief Officer, Chief Financial Officer or Chief Operating Officer
- At least one of the CCG Group Directors
- Director of Quality (or nominated deputy)
- WC Corporate Director (or an Associate Director as deputy)
- WC Associate Director - Adult Care Commissioning, Safeguarding and Housing (or nominated deputy)
- WC Associate Director - Finance (or nominated deputy)
- Head of Commissioning, Community Services (or nominated deputy)
- At least one Chief Operating Officer or nominated deputy from the provider organisations

Where a role is unable to attend and quoracy is unaffected; but the agenda dictates; nominated deputies may be invited to contribute to specific agenda items.

3.7 Agenda

The agenda for each meeting will be agreed by the Chair and Vice Chair via email.

3.8 Chair

From July 2017, the WCCG Chief Officer will chair the JCB, with the Wiltshire Council Corporate Director acting in the role of Vice Chair. The role of Chair will rotate annually between the WCCG Chief Officer and the Wiltshire Council Corporate Director.

3.9 Conflicts of Interest

The Chair will ensure that conflicts of interest are formally disclosed and managed in adherence with the Nolan Principles for Standards in Public Life and in favour of the commissioning of high quality, safe and cost effective services.

3.10 Joint Commissioning Board Support

In line with the alternation of the Chair, the secretariat support will also rotate annually between the WCCG and Wiltshire Council. Whoever is Chair, the administration of the meeting falls to the other organisation, with support from July 2017 being with the Council.

Appendix 2

Integration and Better Care Board
Terms of Reference

1. Duration

1.1 The terms of reference will be reviewed as required, with the minimum of an annual review presented for agreement to the chair of the CCG and the lead council cabinet member for adult social care, following review at the Joint Commissioning Board.

2. Purpose of the Integration and Better Care Fund Board

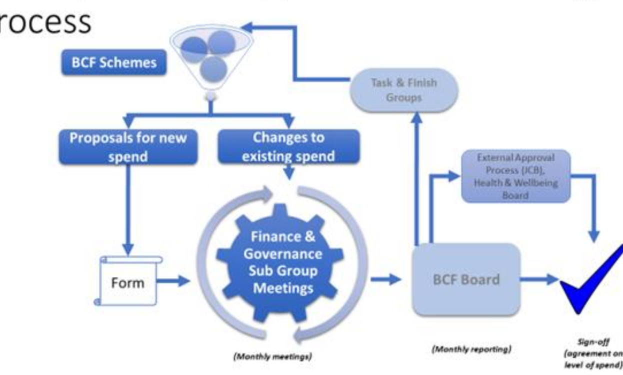
2.1 The Integration and Better Care Fund Board (BCF Board) is tasked with overseeing Wiltshire's participation in the Sustainability and Transformation Partnership – in particular, the development of an Accountable Care System, local strategic commissioning arrangements and future contracting mechanisms for a local accountable care alliance. The Board will also oversee the management of the pooled budget for the Better Care Fund and the IBCF Grant investments and initiatives, making agreed recommendations for change and reporting to the Joint Commissioning Board and Health and Wellbeing Board. This will involve strategic planning and oversight for the Better Care Fund, and collectively reviewing outcomes and delivery for the Better Care schemes.

2.2 The Board will oversee the BCF programme of activities that exploits opportunities where greater coordination, alignment and/or integration of resources can lead to improved outcomes and efficiency.

2.3 The Board will ensure that BCF and IBCF plans are effective and are monitored against the agreed performance measures for each funded project/pilot or workstream. The Board will provide senior strategic level focus on the BCP and provide reports and recommendations to the JCB in their role as formal decision makers in the use of the fund.

2.4 The Board will make recommendations on priorities for the BCF and IBCF for service redesign, investment and disinvestment. Where necessary it can agree use of the fund inbetween JCB meetings, where the Council and CCG representatives are in agreement (up to the financial limits specified in Wiltshire Council and Wiltshire CCG's own financial scheme of delegation).

3.0 Structure and reporting



3.1 A Better Care Plan Finance and Governance Group will report into the Better Care Fund Board (see separate terms of reference). Other appropriate delivery groups will also be established on topics such as delayed transfers of care (and other high impact changes that can be made) and report into the Joint Commissioning Board and Health and Wellbeing Board

3.6 The BCF Board will work within the schemes of delegation and the accountability arrangements of the Council and the WCCG. Individual members will be responsible for reporting progress through their organisations' appropriate internal governance arrangements.

3.7 The BCF Board will report regularly (at least 6 times per year, if not at each meeting) to the Joint Commissioning Board via the programme management arrangements for the use of the fund.

4. Frequency of meetings

4.1 The BCF Board will meet monthly.

5. Membership

- CCG Chair
- CCG Chief Accountable Officer
- Wiltshire Council Cabinet Member
- Wiltshire Council Director of Adult Social Services (and operations representative)
- Better Care and Adult Social Care transformation programme management
- Representatives of the 3 acute hospitals and AWP (Mental Health provider)
- Wiltshire Health and Care

6. Quoracy

6.1 The meeting will be quorate with the following attendance as a minimum:

- Chief Officer from the Wiltshire Clinical Commissioning Group
- Director of Adult Social Care Wiltshire Council
- One acute provider representative

6.2 Where a role is unable to attend and quoracy is unaffected; but the agenda dictates; nominated deputies may be invited to contribute to specific agenda items.

7. Agenda

7.1 The agenda for each meeting will be agreed by the Chair via email.

8. Chair

8.1 This will alternate between the Accountable Officer WCCG and Adult social care Director Wiltshire Council.

9. Conflicts of Interest

9.1 The Chair will ensure that conflicts of interest are formally disclosed and managed in adherence with the Nolan Principles for Standards in Public Life and in favour of the commissioning of high quality, safe and cost effective services.

10. Better Care Fund Board Support

10.1 The Joint Commissioning Board support officer (which rotates between Wiltshire Clinical Commissioning Group and Wiltshire Council).

Appendix 3

Better Care Fund Finance & Performance Delivery Group
Terms of Reference

1. Context

1.1 The Integration and Better Care Board oversees the delivery of Better Care Plan schemes

2. Duration

1.2 The terms of reference will be reviewed as required, with the minimum of an annual review by the Integration and Better Care Board.

3. Purpose of the Finance & Performance Sub Group

3.1 The Finance & Performance Sub Group has two elements:

Finance

3.2 The Group will ensure appropriate management of BCF monies & iBCF.

3.3 The Group will act as an advisory body to the two commissioning organisations (Wiltshire Council and Wiltshire Clinical Commissioning Group), making jointly agreed recommendations in relation to new spend to the BCF Board and JCB.

3.4 The Group will receive and agree reports on the monthly financial position of the BCF and the iBCF.

3.5 The Group will agree the use of any underspends within each scheme or the overall Programme.

3.6 The Group will agree the use of any slippage within each scheme or the overall programme.

3.7 The Group will consider what action to take in respect of any actual or potential overspends.

3.8 The Group will sign off financial reporting to NHS England and support the Joint Heath & Care Integration Director in meeting reporting requirements in accordance with relevant National Guidance.

3.9 The Group will receive and review scheme / investment business cases and make recommendations to the Integration and Better Care Board for further investment.

3.10 The Group will make recommendations about cessation of projects in order that resources can be diverted and reprioritised.

Governance

3.11 The Group will monitor delivery of existing projects within the Better Care Programme.

3.12 The Group will ensure that specific performance recovery action is put in place where programmes are failing to deliver on their defined objectives.

3.13 The Group will review reporting on emerging programme pressures and wider system pressures across Health & Social Care.

3.14 The Group will sign off new projects with approval of Milestones / Quality Impact including Equality and Deliverables and make recommendations to the JCB.

3.15 Assist in managing the agenda of the BCF Board by identifying issues ha need further joint discussion or decisions.

3.16 Review the established Programme Risk Register and assess contingencies ad mitigating actions.

3.17 Review the BCF Performance Dashboard and agree key actions and areas for escalation to the BCF Board

4. Frequency of Meetings

4.1 The Finance & Governance Sub Group will meet monthly.

4.2 For budget monitoring purposes a standard reporting template will be used and the Local Authority has responsibility for pulling the reporting together with input from the CCG.

4.3 Reporting to NHSE on spend will be co-ordinated by the Local Authority, with input from the CCG.

4.4 Any other financial reporting requirements will be dealt with by either party as appropriate.

4.5 All other reporting will be on the lead party's templates.

5. Chair of the Finance & Governance Sub Group

5.1 The role of Chair will be the Chief Finance Officer Wiltshire Clinical Commissioning Group or Director of Finance Wiltshire Council vice Chair Director of Transformation and Integration

6. Finance & Governance Sub Group Membership

6.1 Membership will consist of:

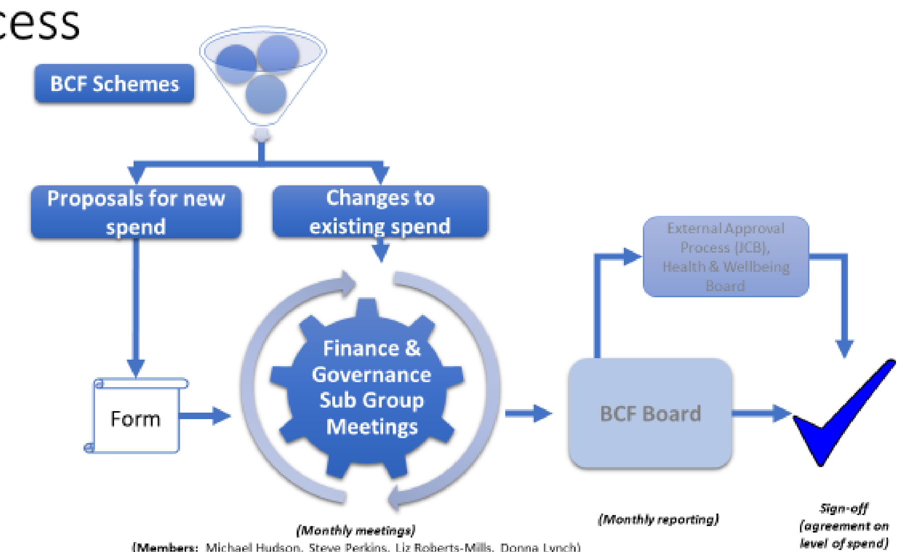
- Director of Transformation and Integration
- Director of Finance, Wiltshire Council
- Chief Finance Officer, Wiltshire CCG
- Head of Finance, Wiltshire CCF
- Head of Finance, Wiltshire Council
- Director of Planning, Performance and Corporate Services, Wiltshire CCG
- Head of Performance, Health and Workforce, Wiltshire Council
- Director of Adult Social Care, Wiltshire Council
- Director of Commissioning, Wiltshire Council
- Better Care Fund Work stream leads, Wiltshire CCG and Wiltshire Council as appropriate.
- Public Health Scientist
- Acute and AWP representatives
- Wiltshire Health and Care representative
- Named leads for each of the high impact changes

6.2 All attendees must be flexible in making themselves available but there is no quorum. In the event that the above individuals cannot attend they should arrange for an empowered deputy to attend or pre-brief accordingly.

7. The Expenditure Approval and Monitoring Process

7.1 Below is a flow diagram of both the monthly budget monitoring process together with the new expenditure approval process.

BCF Expenditure Approval & Monitoring Process



8. Review Arrangements

8.1 These Terms of Reference will be reviewed as required by the Integration and Better Care Board.

SCHEDULE 3 – RISK SHARE AND OVERSPENDS

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 the Agreement.

1 FINANCIAL CONTRIBUTIONS AND MANAGEMENT OF THE POOLED FUND

1.1 In relation to the first Financial Year following the Commencement Date, the Parties have agreed the Financial Contributions for the Individual Schemes that are included as part of the Agreement as at the Commencement Date and these will be set out in each Scheme Specification as set out in Schedule 1 to the Agreement and Schedule 8. Amendments to these Financial Contributions shall be agreed in accordance with Clause 9, Clause 19 (Review) and Clause 30 (Variation) of the Agreement.

1.2 The Host Party shall manage expenditure from the Pooled Fund in accordance with the terms of the Agreement including (without limitation): Clauses 8 (Pooled Fund Management) and 11 (Risk Sharing Arrangements, Overspends and Underspends); the relevant Scheme Specification and this Schedule 2Part 11.

1.3 The Pooled Fund Manager shall develop and maintain appropriate systems to monitor progress on each Individual Scheme and for alerting the Joint Commissioning Board, through the Better Care Plan Finance and Performance Group of any risks to delivery and the actions being taken to mitigate the likelihood of the risk to delivery occurring or impact on delivery of Better Care Fund outcomes, including the financial impact. The Better Care Plan Finance and Performance Group will consider such reports, escalating to the Joint Commissioning Board matters which cannot be resolved at its level.

1.4 Subject to any contrary provision in the relevant Scheme Specification, the Parties agree that Overspends or Underspends shall be managed in accordance with Clause 11 (Risk Sharing Arrangements, Overspends and Underspends) and this Schedule 2Part 11.

1.5 The Parties agree to co-operate fully in order to establish an agreed position in relation to any Overspends or Underspends. Any decision of the Parties regarding an Overspend or Underspend shall be made in accordance with the terms of this Agreement and shall be subject to the Law and the internal governance requirements of each Party. All decisions made by the Joint Commissioning Board will be exercised in accordance with the delegated authority of the individual members of the Joint Commissioning Board.

2 REPORTING ARRANGEMENTS

2.1 Subject to Paragraph 5 below, whenever an Overspend or Underspend is projected within a Financial Year, the Parties shall use best endeavours to agree how to manage the variance in order to achieve financial balance, taking into account the circumstances and reasons for the variance. The Parties shall keep the position under review, in line with the Better Care Fund Plan budget monitoring arrangements, acting in good faith and in a reasonable manner in agreeing the management of the Overspend or Underspend.

2.2 Subject to Paragraph 5 below, in the event that the Pooled Fund Manager identifies an actual or projected Overspend or Underspend:

2.2.1 the Pooled Fund Manager shall notify the Joint Commissioning Board as soon as reasonably possible at least within 10 Working Days of identification of an actual or projected Overspend or as part of the monthly reporting of the Better Care Fund Plan budget to the Better Care Plan Finance and Performance Group including providing evidence to validate the extent of the Overspend or Underspend; and

2.2.2 the Joint Commissioning Board and the Parties shall act in accordance with the provisions of this Schedule 2Part 11 and the relevant Scheme Specification for that Individual Scheme in taking a decision about how to manage the Overspend or Underspend.

2.3 Following the notification in accordance with paragraph 2.1.1 above, the Parties shall act through the Joint Commissioning Board to prepare a joint action plan for the management of the Overspend or Underspend, which shall be prepared:

2.3.1 as soon as practicable following the first meeting of the Better Care Plan Finance and Performance Group to take place after the Overspend or Underspend is notified and in any event at the next Joint Commissioning Board meeting; and

2.3.2 save as otherwise agreed by the Parties or set out in the relevant Scheme Specification, in accordance with Paragraphs 3 or 4 below as appropriate.

3 MANAGEMENT OF OVERSPENDS

3.1 Pursuant to Paragraph 2.2 above and subject to Paragraph 5 below, actual or projected Overspends, shall be managed as set out below (in order of precedence):

3.1.1 first, the relevant Party that is responsible for commissioning the Individual Scheme will take action, wherever possible, to contain expenditure;

3.1.2 secondly, the Joint Commissioning Board will consider whether it is appropriate for the Party responsible for commissioning the Individual Scheme to vire Underspends from any other Individual Scheme for which it is responsible within the Pooled Fund;

3.1.3 thirdly, the Joint Commissioning Board whether it is appropriate to use any Underspend from within that element of this Agreement that comprises the Improved Better Care Fund grant;

3.1.4 fourthly, the Joint Commissioning Board will consider whether other Underspends within the Pooled Fund including the uncommitted / contingency funds, and any Underspends in Individual Schemes for which the other Party is responsible, can be vired to the Individual Scheme that has an Overspend;

3.1.5 fifthly, subject to any continuing obligations under any Service Contract entered into by either Party, the Parties may agree to vary or terminate a Service where the Scheme Specification provides and in accordance with the terms of Clause 22 (Termination) and 30 (Variations) of the Agreement.

3.2 Unless otherwise agreed by the Joint Commissioning Board (which will consider all remaining options), any Overspend will be recovered from the Parties at the end of the relevant Financial Year in proportion with their respective Financial Contributions to the relevant Individual Services.

4 MANAGEMENT OF UNDERSPENDS

4.1 Pursuant to Paragraph 2.2 above and subject to Paragraph 5 below, actual or potential Underspend shall be managed as set out below (in order of precedence):

4.1.1 first, spent, vired between, and/or utilised to manage an Overspend as referred to Paragraphs 3.1.2 and 3.1.3 above;

4.1.2 secondly, save as otherwise agreed by the Parties, the Underspend shall be divided equally between the Parties.

5 EXCEPTIONS

5.1 The following exceptions apply to the provisions above:

5.1.1 Prior to the Commencement Date, the ICES Pooled Budget was operated as an aligned budget within the Joint Business Arrangements. On and from the Commencement Date,

the ICES Pooled Budget will be added to the Pooled Fund in order to achieve efficiencies through joint management of spend under the BCP. The Joint Commissioning Board agreed at its meeting of 8 February 2017 that this transfer was on a non-risk basis so that the provisions of Schedule 3 relating to Overspends and Underspends do not apply to the ICES Pooled Budget. Each Party shall continue to have responsibility for its own contribution to the ICES Budget so that each Party shall be liable for any Overspend in relation to its contribution, and each Party shall have discretion to determine the use of any Underspend in relation to its contribution;

5.1.2 Any Underspend in relation to the Carers Pooled Budget shall be ringfenced and carried forward to the next Financial Year;

5.1.3 The IBCF shall be treated as a Non-Recurrent Payment for the purposes of Clause 9.3 so that the provisions of this Schedule shall not apply and the Council shall have the sole discretion to determine the use of any Underspend of the IBCF. The Council must comply with the grant conditions set out in the IBCF grant determination made under Section 31 of the Local Government Act 2003. The Parties acknowledge that the IBCF must not be used to replace, and must not be offset against, the WCCG minimum contribution to the BCF; and

5.1.4 Any Underspend of DFG shall be carried forward and any Overspend of DFG shall be the responsibility of the Council. The Council must comply with the grant conditions set out in the DFG grant determination made under Section 31 of the Local Government Act 2003.

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 Party if it receives or serves:

1.1 a Change in Control Notice;

1.2 a Notice of an Event of Force Majeure;

1.3 a Contract Query;

1.4 Exception Reports - and provide copies of the same.

2 The Lead Commissioner shall provide the other Party with copies of any and all:

2.1 Monthly Activity Reports;

2.2 Scheme Updates;

2.3 Joint Performance Dashboards;

2.4 Remedial Action Plans; and

2.5 Service Quality Performance Report;

3 The Lead Commissioner shall not without the approval of both Parties:

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 Party (acting through the Joint Commissioning Board) such approval not to be unreasonably withheld or delayed.

4 The Lead Commissioner shall advise the other Party 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 Party as part of that process.

Part 2 – OBLIGATIONS OF THE OTHER PARTY

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 Party 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;

2 No Party shall unreasonably withhold or delay consent requested by the Lead Commissioner.

3 Each Party (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 Parties;

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

A performance dashboard has previously been agreed as the Key Performance Indicator for the Better Care Plan, as set out below. The Parties agree to work together in good faith to produce an updated performance dashboard by 31 March 2018.

Code	Indicator Name	Defn	RAG	Change	Current Value	Current Period	Last Value	Last Period	Last Updated	Target Value	Target Period	Commentary	Comments	BCF Scheme Impact	Source
National – Better Care Fund – Pay for Performance															
P4P	Non Elective Admissions	Number of Non Elective Admissions		↓	10,098	Jan-16 to Mar-16 (Forecast based on Jan-16 & Feb-16)	9,969	Jan-16 to Mar-16 (Forecast based on Jan-16)	07-Apr-16	N/A		P4P Monitoring covered the 12 months to end of December 2015 January MAR data showed 3,327 & 3,405 in February G&A Non Elective admissions			MAR Data
		Rate per 100,000 population of non elective admissions		↓	2,071	Jan-16 to Mar-16 (Forecast based on Jan-16 & Feb-16)	2,046	Jan-16 to Mar-16 (Forecast based on Jan-16)	07-Apr-16	N/A		The forecast rate per 100,000 population for the quarter and shows a reduction of around 15 admissions per 100,000 population			MAR Data
National – Better Care Fund – Supporting Measures															
BCF1	Permanent admissions to residential or nursing homes	Number of permanent admissions to care homes			491	Mar-16	436	Feb-16	07-Apr-16	575	2015-16	This is provisional year end data. The net number of permanent admissions in March was 55 which is above the monthly average. The overall figure is 84 under the 15-16 target. Data cleaning still requires to be completed and the figure will not be finalised until this has been undertaken.			SALT Tables
		Rate per 100,000 population of permanent admissions to care homes			495	2015-16 (Provisional)	479	Feb-16 [(Based on ……..FOT)]	07-Apr-16	594	2015-16				
BCF2	Reablement	¼ of people discharged to rehabilitation who are still at home 91 days post discharge		↑	[85.0]	Jul'15 to Sept'15 Discharges	[82.2]	Apr'15 to Jun'15 Discharges	17-Feb-16	86%	2015-167	[This represents all discharges up to the end of …. In Q2 the streaming data for IC patients ….. performance to ….. Overall we are now at the BCF Target. Our position with respect to the final indicator for 2014-15 was 83.9 which represents an improvement on 13-14 (78.9) although below the target 85.]	[NT – 87.6 IC – 86.3 ISP - 65.2]		[NT & Care First]

BCF3	Delayed transfer of care (Days)	Average number of delayed days in the month.		↓	4,689	Jan-16 to Mar-16 (Based on Jan-16)	4,735	Oct-15 to Dec-15	10-Mar-16	4,110	Oct-15 to Dec-15	This shows the latest data as published by NHS England, which showed 1,563 delayed days in January which is a slight decrease on the 1,662 seen in December. This is 193 delayed days over the monthly target of 1,370	In January there was an increase in delayed days at AWP and other Hospitals, while GWH and SFT saw delayed consistent with recent months. WCH and RUH saw a slight deceases in delay		NHS England
		Rate per 100,000 population of average delayed days per month		↓	1,231	Jan-16 to Mar-16 (Based on Jan-16)	1,243	Oct15 to Dec-15	10- Mar-16	1,079	Oct-15 to Dec-15				NHS England
BCF5	Local Metric Dementia Diagnosis Rate	Percentage of people diagnosed with Dementia as a proportion of the likely number of people with dementia			65.6	Feb'16	64.7	Jan'16	17-Mar-16	[66.7%]	2015-16	January and February saw a big increase in the number of patients diagnosed with Dementia. Wiltshire is 1.1% below the national target. 21 out of the 56 practices are higher than the target figure and 19 out of the 56 practices have a percentage below [50%.] The CCG continues to engage with all practices below the target to support them in achieving the target and a further 70 diagnoses would result in the target being hit.	Date provided by CCG. Recovery plan being developed to be agreed at the next CCG Group meeting.		HSCIC, CCG
BCF6	Patient/Service User Experience Metric												Yet to be defined.		
Wiltshire – Better Care Fund – Supporting Measures															
P4P1	Avoidable emergency admissions	Number of avoidable emergency admissions		↑	7,805	Apr-15 to Feb'15	7,618	Apr'14 to Feb'15	07-Apr-16	N/A	N/A	Data provided by CS CSU. This is no longer a specific BCF target. To M11 admissions are around 2.4% ahead of 2014-15, which is an increase on the position to M10 [(2.3%)]	Admissions for those aged 65 and over are 1.7% ahead of 2014-15 (4,194 vs 4,264) Admissions for those aged under 18 are around 13.5% ahead of 2014-15 (1,196 vs 1,357) Admissions for those aged 18 to 64 have fallen by around 2% (2,228 vs 2,184)		CS CSU, SUS
		Annual Rate per 100,000 population of avoidable emergency admissions		↑	1,747.7	2015-16 (FOT based on Apr'15 to Feb'16)	1,749. 6	2014-15	07-Apr-16	N/A	N/A	This represents the annual rate based on a simple forecast outturn calculation. As the current monthly average of 2015-16 is slightly below the 2014-15 monthly average the rate is slightly lower than 2014-15.			CS CSU, SUS
P4P2	Admissions from Care Homes	Number of admissions from Care		↓	1,332	Apr'15 to Dec'15	1,552	Apr'14 to Dec'14	18-Feb-16	N/A	N/A	The YTD reduction in admissions from care homes is 15% (230)			CS CSU, CCG

		Homes										Reductions have been seen across all CCG Groups with the biggest in WWYKD a reduction of 28% (149), the reduction SARUM is 10% (40), and NEW the reduction is 2% (11).			
DT0C1	Delayed transfers of care (People)	Average number of people delayed at midnight on the last Thursday of the		↑	62	Apr-15 to Jan-16	59	Apr-15 to Dec-15	10-Mar-16	N/A	N/A	The number of people delayed increased to 88 in January from around 80 in December. Around two thirds of the delays are Health delays (57), while around three tenths social care (25) Of the 25 Social Care delays only around a third were in Acute hospitals (9) while the remainder are at AWP 98) and WCH (8).			NHS England
		Rate per 100,000 population of average delays per month		↑	16	Apr-15 to Jan-16	15	Apr-15 to Dec-15	10-Mar-16	N/A	N/A				NHS England
IC1	Intermediate Care – Number of Admissions	Number of intermediate care admissions to both Step down and Step Up Beds			58	Feb-16	65	Jan-16	17-Mar-16	N/A	N/A	50 Step Down and 8 Step Up.	[Work on improving data …. is ongoing in particular streaming date which began in December. Streaming data did not seem very complete in the February data.]		IC Team
IC2	Intermediate Care – Number of Discharges	Number of intermediate care discharges from both Step down and Step Up Beds			67	Feb-16	58	Jan-16	17-Mar-16	N/A	N/A	59 Step Down and 8 Step Up.			IC Team
IC3	Intermediate Care – Average LoS	Average length of stay for all discharges from intermediate care beds.			31.8	Feb-16	47.5	Jan-16	17-Mar-16	N/A	N/A	Step Down was 33.1 while Step Up was 22.4			
ASC1	Help to Live at Home & Domiciliary Care Number of new clients	Number of new HTLAH Clients			113	Mar-16	125	Feb-16	07-Apr-16	N/A	N/A	This provides additional data on Domiciliary Provision in addition to Help to Live at Home. There has been a slight decrease in new clients in March.			Care First
ASC2	Help to Live at Home & Domiciliary Care Number of clients	Number of HTLAH Clients supported in April.			1,385	Mar-16	1,409	Feb-16	07-Apr-16	N/A	N/A	This provides additional data on Domiciliary Provision in addition to Help to Live at Home. There has been a slight			Care First

												decrease in existing clients during March.			
UC at Home 1	Urgent Care at Home – Number of Patients	The number of patients referred to urgent care at home			79	Feb-16	84	Jan-16	29-Mar-16	N/A	N/A	The number of referrals in February was slightly lower than January.			Medvivo
UC at Home 2	Urgent Care at Home – Adms Avoided %	The percentage of patients referred who did not require admission to hospital			79.7	Feb-16	76.2	Jan-16	29-Mar-16	N/A	N/A	The number of admissions avoided was 63 which is above the monthly average for 2015-16			Medvivo

SCHEDULE 6 – BETTER CARE FUND PLAN

Wiltshire Integrated Better Care Plan
IBCF/BCF 2017-2019

Version	Sign off	Date
Draft Submissi on	To the Health and wellbeing Board	
BCF Final	Submitted to NHSE	29 September 2017

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Appendix 1: Delay transfer of care plan
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Appendix 4: Risk Register
Appendix 5: Key Documents and hyperlinks
Appendix 6: Joint Commissioning Board ToR
Appendix 7: BCF Dashboard
Appendix 8: IBCF Table

Glossary

BCF	Better Care Fund
DToC	Delayed Transfer of Care
IBCF	Improved Better Care Fund
NEL	Non-elective admission
STP (ACS)	Sustainable Transformation Partnership (Accountable Care System)

Section 1: Vision and priorities

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Background and Wiltshire context

Current state of the health and adult social care market

Health and social care is facing challenging times. In Wiltshire the population is ageing and by 2020 those of 65years will account for 4.8% of the Wiltshire population, the prevalence of long term conditions is increasing and the demand for health and social care services is growing.

At the same time the aspirations and needs of the community are also changing as people expect more personalised services and more choice and control over how their individual needs are met. The current financial climate also places a greater imperative on the CCG and the Council to develop models of care within available resources that are both robust and sufficiently flexible to be responsive to changing needs, aspirations and technological advances over the next decade and beyond. Within this climate, the care market in Wiltshire is also facing a number of challenges, which are reflective of those being faced across the country. This includes the recruitment and retention of adequate numbers of appropriately skilled, experienced staff (including nurses for nursing homes).

Shared Vision for 2020

In Wiltshire, our local vision is set out in the Joint Health and Wellbeing Strategy and a recently agreed Statement of Intent on health and social care integration. Our vision is that health and social care services in Wiltshire should work seamlessly together to support and sustain healthy, independent living.

Our two key aims are:

- **Healthy Lives** – which means encouraging and supporting Wiltshire communities, families and individuals to take on more responsibility for their own health and wellbeing through a range of health promotion, protection and preventive activities.
- **Empowered Lives** – which means care should be personalised and delivered in the most appropriate setting, wherever possible in the community and at, or closer to home. We want the people of Wiltshire to be supported and empowered to live independently, healthily and for longer.

Delivering our two key aims and the vision of supporting and sustaining healthy, empowered living will require increased integration and cooperation between public health and primary, secondary and specialist health services – together with social care and other council teams. Our JHWS sets out how this integration needs to happen at local level by developing multi-disciplinary teams; in the way services are commissioned at a countywide level; and by joint working on issues such as workforce development and estates (enablers).

Over the past three years we have made very significant progress in the production and mobilisation of our shared Better Care Fund (BCF) plan, the successful establishment and functioning of both Health and Wellbeing Board and the supporting Joint Commissioning Board, and the appointment of a shared Director overseeing BCF developments. We have also made strong progress in agreeing the structure and composition of a shared team with responsibility for Mental Health and Learning Disabilities. Building on this, Wiltshire Council and Wiltshire Clinical Commissioning Group, and our partners, have made the commitment to further enhance their collaboration to create a sustainable health and social care system that promotes health and wellbeing and sets high service standards to achieve good outcomes for the local population. This places prevention at the heart of our vision to increase the healthy and productive life years of people living in Wiltshire. It will be delivered through an integrated approach, based on sound evidence with a focus on population needs; better prevention, self- care, improved detection, early intervention, proactive and joined up responses to people that require care and support across organisational and geographical boundaries.

Shared Vision for 2020

Wiltshire Council, Wiltshire CCG and our partners in the acute and mental health sectors and Wiltshire Health and Care (which brings together our three acute hospitals to deliver community care) have agreed to combine leadership to:

- Align strategies and plans with an emphasis on shifting the focus from acute to primary and community care and, in turn, to prevention and population health;
- Share the risks and rewards of investment locally, moving over time to commissioning on the basis of whole population health outcomes rather than a system which rewards increased contact;
- Have a shared and transparent governance structure;
- Establish joint outcomes and evidence based provision;
- Provide a multi-skilled and joined up workforce.

This will transform the way in which our business is done and will help to deliver the triple aim of improved population health, improved quality and experience and reduced cost per capita. The immediate next steps to deliver this vision are:
Appoint a joint Chief Accountable Officer / Corporate Director (DASS). The current situation whereby both the Wiltshire CCG Accountable Officer post and the Council Director of Adult Services (DASS) are vacant, provides an opportunity for Wiltshire to take the next step on the integration journey, and appoint a single individual to fill both roles.
Align budgets and commissioning intentions to develop whole place commissioning. A single source of commissioning intentions will provide more efficient, effective and coherent services to our population enabled by a single source of strategic commissioning intentions. We will test and develop arrangements for capitated budgets & outcomes based commissioning.

The steps described will deliver a transformation in the way that health and social care services are designed in Wiltshire. To deliver the work, Wiltshire has brought together an accountable care alliance, reporting to the Health and Wellbeing Board. From inception, the Board has included our acute providers, mental health trust, ambulance trust and local medical committee and the alliance is the next iteration of the strong relationship between providers and commissioners in Wiltshire. Our key providers also strongly support the steps outlined in this Better Care Plan for Wiltshire to deliver sustainable change.

The Contribution of the Better Care Plan to the Shared Vision for 2020

The Better Care Plan will continue to play a key role in managing pressure across the system, monitored by established system wide governance processes; and will help to deliver the vision for enhanced health and social care in Wiltshire for 2020 through demonstrating a commitment to enhance and embed a sustainable system that promotes health and wellbeing. This work, which has the full support of our acute partners, will deliver a greater emphasis on upstream prevention and focus on self-management and signposting. We will commission the third sector to deliver an increased emphasis on prevention, early intervention and to empower individuals to be more independent. This will be complemented with investment in community focused provision, the development of locality based integrated teams, supporting primary care, and continued joint commissioning of an integrated urgent care service and Home First to avoid admissions, reduce length of stay and support discharge.

The Better Care plan has been running for the last 2 years and has provided a strong framework for integration, transformation and system wide delivery across Wiltshire. The BCP statement of intent for 2017/18 and 2019 outlines our ambition to further enhance and transform Wiltshire with the additional investment from the Adult Social Care (£5.8m in 2017/18) IBCF which will enable the strengthening of work streams to improve flow and the integration and transformation of services aligned to the JSNA, CCG operational plan and Health and Wellbeing board vision for the population of Wiltshire. This will deliver by 2020 the vision of a one service delivery infrastructure underpinned in part by the BCF and IBCF. A new S75 agreement for 2017-19 reflecting this is set for completion in Q4 2017/18. As part of the aim to develop community resilience and market capacity, ensuring people are discharged from hospital in a safe and timely manner, the focus of the additional, non-recurring, resources will be on wider transformation of adult social care (including front door services), developing a reablement service that supports Home First, increasing capacity in the domiciliary care market, redesigning the hospital discharge process and tackling National Living Wage pressures.

These steps will be critical for delivering change on the ground, in line with Wiltshire's Joint Health and Wellbeing Strategy, so that people can say: ***My care is planned with people who work together to understand me and my carer(s), put me in control, co-ordinate and deliver services to achieve my best outcomes***. We will use this and the other 'National Voices' outcome statements and work with Healthwatch Wiltshire to test these with patients, service users and staff to measure our success in delivery.

Vision and priorities

The Better Care Fund programmes delivers the council and CCG vision and priorities, which are informed by the local and BANES STP strategy/priorities and the NHSE 5 Year Forward Plan.

NHSE 5 Year Forward View

- The 5YFV sets a clear national strategic by 2020.
- Long term sustainability of the NHS and Social Care is a priority
- Integrating health and social care will play a critical role in achieving this long term sustainability

Bath and North East Somerset, Swindon and Wiltshire's Sustainability and Transformation Plan

The health and care needs of our local population across B&NES, Swindon and Wiltshire are diverse and we are developing a joint approach that takes this local variation.

1. Improving health and wellbeing
2. Improving the quality of care people receive
3. Ensuring services are efficient

Wiltshire Council vision & priorities

Our vision is to create strong communities through our priorities of:

- Growing the economy
- Strong communities
- Protecting those who are most vulnerable (through prevention, integration and personalisation)
- Working with partners as an innovative and effective council

Health and Wellbeing strategy

- Healthy lives: encouraging communities, families and individuals to take on more responsibility for their own health
- Empowered lives: personalising care and delivering care in the most appropriate setting at or as close to home as possible

CCG Operating Plan

- Prevention , self care planning
- Use the Right Care programme to reduce unwarranted variation
- Expand the use of technology enabled care
- Offer resident information and choice, ensuring care closest to home
- Strengthen the role of primary and out of hospital care,
- Purchase interventions, treatments and drugs that are cost-effective

Better Care Fund programme

- Prevention, self care and explore digital opportunities
- Admission avoidance to reduce NEL admissions over 65yrs
- Reduce length of stay circ 2days
- Establish in 2018 a Integrated Urgent and emergency care service
- Intermediate Care service model
- Reablement
- Home first to reduce dependency post 91 days
- Support workforce and Care Home.
- Develop and embed
- Embed the Adult community integrated service

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Better Care Plan is built upon our overriding vision of care

Our Better Care Plan is built upon our overriding vision of care as close to home as possible, with home always the first option. This vision is delivered by a 2-stage transition;

Stage 1 – focus was very much on discharging people from hospital to home as soon as they are medically stable usually through an integrated package of care employing Home First and reablement. This will enable the long-term independence of the service user.

Stage 2 retains the focus on long term independence with the aim being able to reduce dependency on care towards and maximise independence in their own home. Our performance during 2014/15 and 2015/16 demonstrated we are achieving this for the clear majority of the frail elderly population in Wiltshire and whilst we made further progress during 2016/17 we did, due to a range of factors, see a general increase in delayed transfers of care across our system. This is a key area of improvement during 2017/18 and 2018/19.

- The Better Care Plan has been the key driver for out of hospital care and has provided a very strong case for change which is evidence based and recognised and understood by the whole system.
- The Better Care plan has been running for the last 3 years and has provided a strong framework for integration, transformation and system wide change.
- The Better Care Plan will further strengthen the prevention strategies both for the population to remain as healthy as possible but also through assistive technology as both will help the population to remain out of hospital and reduce long term care needs.
- Our vision for better care is based upon the outcomes which are set out in our Joint Health and Wellbeing Strategy and based on the strategic joint needs assessment to be led and informed by Wiltshire residents.

Wiltshire, integrated care delivery model

The Better Care plan has provided a strong framework for integration, transformation and system wide delivery across Wiltshire. The model of care for Wiltshire which has been put in place and needs to be supported and maintained, will include the following;

- **Simplified access to core services** through one number and contact for the whole system.
- **Effective Triage** which increase use of alternatives such as assistive technology, rather than generate additional pressure
- **Integrated service provision based on localities** with appropriate clinical, community service, mental health and social care input.
- **Services must make a difference** in terms of intervention and be more responsive at point of need.
- **Risk stratification** and anticipatory care which deliver and make a difference.
- Ongoing **development of credible alternatives** which make a difference to acute hospital provision, there is a need to manage a higher level of acuity in community settings.
- **Specialist provision and support in out of hospital settings** underpinning the system ambition.
- Focus on **discharging patient home first**.
- **Enhanced discharge** arrangements with integrated community teams (which will aim to include both health and social care teams) being able to pull patients out of hospital once the patient is medically fit.
- **Reliable intermediate care and care at home** which gets patients to their normal place of residence more quickly.
- **Reacting to what the data tells us** and targets our interventions in the right area (care homes, multi morbidities, high referring practise, and wards with a high Length of Stay (LoS).
- A greater emphasis on **upstream prevention and focus on self-management and signposting**.
- **Senior expert clinical opinion** as early as possible in the pathway wherever the patient presents across the system.
- Building from the bottom up, ensuring that **providers play a key part in the development of the integrated model of care.**
- Increased responsibility for system change rests with providers.
- Forecasting financial commitments moving forward and **establishing the social and economic return on investment**.

These principles are inherent to the transformation approach in place across Wiltshire.

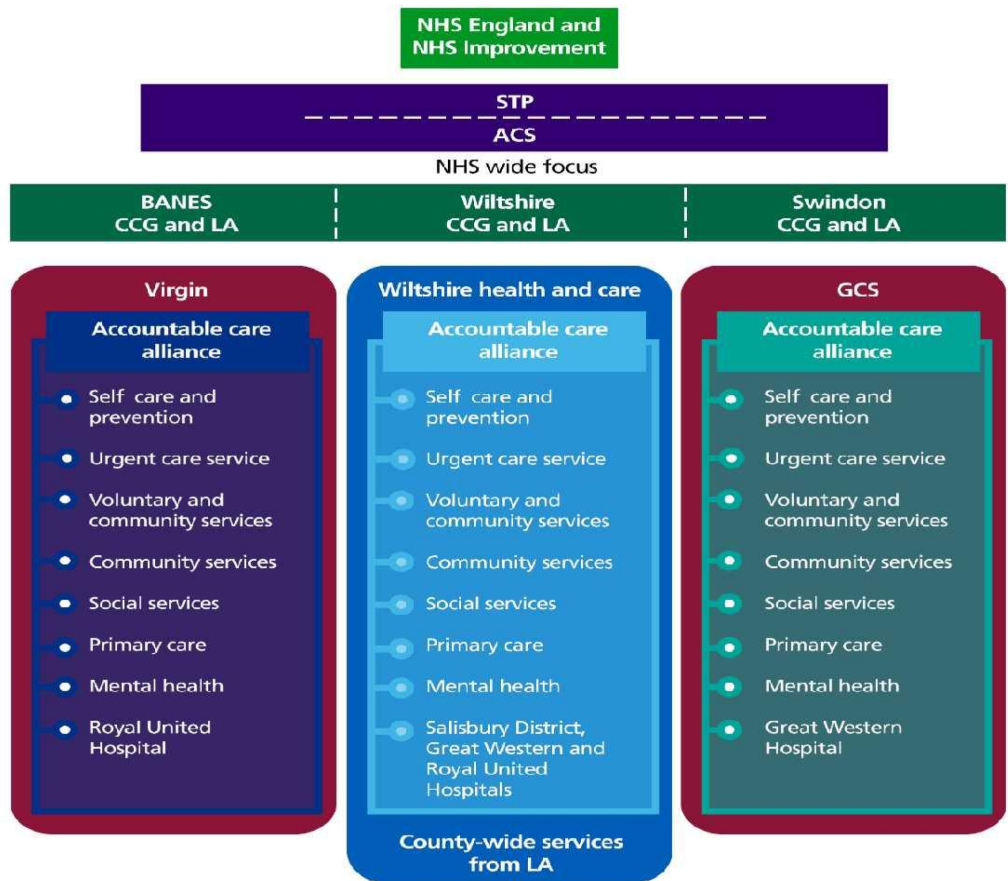
Leadership and culture change

Wiltshire is committed to strengthening the current collaborative ways of working to appoint a joint adult and social care and Accountable officer post in 2018/19. This is a key role to take forward at pace the accountable care system and new ways of working.
Wiltshire Council and Wiltshire Clinical Commissioning Group seek to work in ways that achieve high levels of output that produce good outcomes in partnership with others and at a cost the local community can afford.

The Council's approach is aligned to the strategic leadership in Wiltshire CCG. There are great synergies between the drive and commitment from the Council's strategic leaders and board at the CCG. The culture developed in the inception of the Better Care Fund and more recently in the Improved Better Care Fund provide a platform to further build on the work completed over the previous 3 years. .

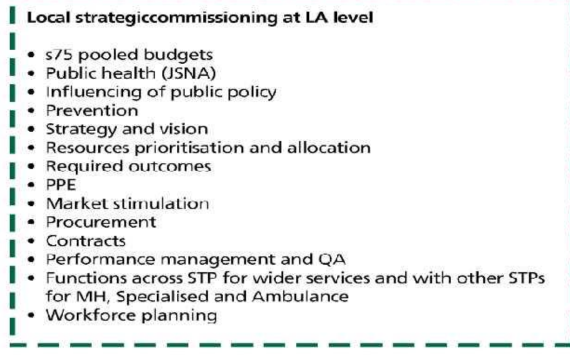
The two strategic partners possess a complementary vision of our BCF programme which is innovative and flexible in its approach. Rather than just looking for new projects the BCF board seeks to identify, from an evidence base, what local projects and delivery outcomes can be expanded or amend to deliver more; what projects are delivering outcomes; and or the wider footprint of BaNES STP.

Our vision 2017-2020 of an Accountable Care System



Definitions

Requirement setting, regulation and assurance. Targetted support.Accountability for strategic vision and outcomes. Strategic commissioning activities. Responsibility for system design and delivery. Back office shared function. STP: STP partnerships



Local strategiccommissioning at LA level

- s75 pooled budgets
- Public health (JSNA)
- Influencing of public policy
- Prevention
- Strategy and vision
- Resources prioritisation and allocation
- Required outcomes
- PPE
- Market stimulation
- Procurement
- Contracts
- Performance management and QA
- Functions across STP for wider services and with other STPs for MH, Specialised and Ambulance
- Workforce planning

ACA system elements

- High quality sustainable acute services - and improvement of
- Integrated urgent and emergency care services
- Primary care at scale
- Integrated CYP service
- Population based HWB offer
- Integrated H&SC services
- Physcial and mental health
- Vibrant market/VCSE
- Integrated personal commissioning

Questions:

- NHS only business learning?
- Networks outside of STP?

Sustainability and Transformation Plan (STP)

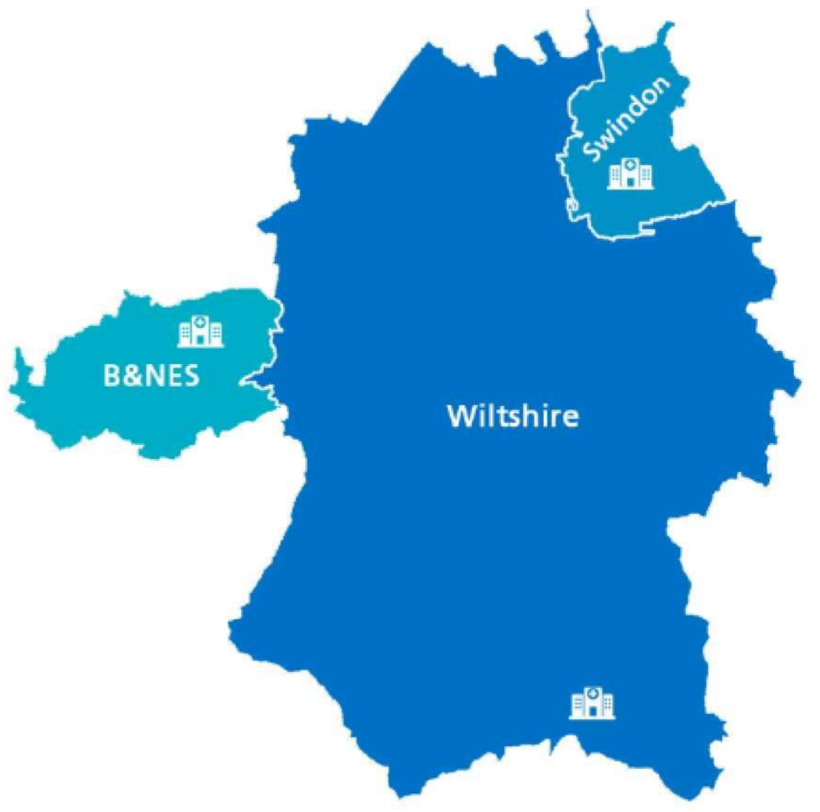
The Wiltshire Better Care Fund Plan carries forward elements of the B&NES, Swindon, Wiltshire (BSW) Sustainability and Transformation Plan (STP) which has established 5 key priorities that are set out below.

In particular, the priority to focus on prevention, create locality based integrated teams and focus on workforce and capacity issues such as the domiciliary care workforce and care home capacity are strong themes running through the local BCF as well. The BCF Plan complements the STP Urgent and Emergency Care Delivery Plan, particularly the national priority on hospital to home services.

STP Priorities

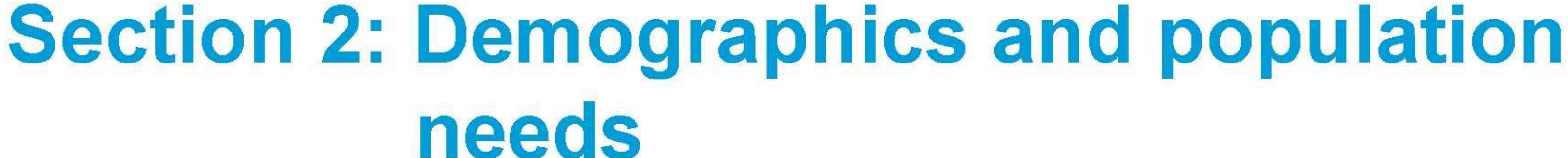
1. Create locality based integrated teams supporting primary care
2. Shift the focus of care from treatment to prevention and proactive care
3. Redefine the ways we work together to deliver better patient care
4. Establish a flexible and collaborative approach to workforce
5. Design our strategy to further enable acute collaboration & sustainability

STP (BSW) operating boundary



Organisations within the footprint:

Bath & North East Somerset CCG
Swindon CCG
Wiltshire CCG
Bath & North East Somerset Council
Swindon Borough Council
Wiltshire Council
Great Western Hospital Foundation NHS Trust
Royal United Hospitals Bath NHS Foundation Trust
Salisbury NHS Foundation Trust
Avon & Wiltshire Mental Health Partnership NHS Trust
Wiltshire Health & Care
South Western Ambulance Service NHS Foundation Trust
Wessex Local Medical Committee
West of England Academic Health Science Network
Health Education England
Health and Wellbeing Boards (B&NES, Swindon, and Wiltshire)



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The needs of our population

The Joint Strategic Needs Assessment (JSNA) indicates that there will be a 1.7% rise in the population to 501,300 by 2020, by 2030 the population of Wiltshire is expected to rise by 6.4% higher with a population of around 524,300. For those aged 65 and over the estimates show an increase of 4.8% by 2020 to 111,700 and 34.6% by 2030 to 143,500. For those aged 85 and over the increase is 74% by 2030 to 24,800.

Our working age population is expected to reduce by 3.6% or 10,000 people by 2030, making the case for resilient communities and a sustainable health and social care system even greater.

This will be explored further within this section.

Demographics

Table: Population	2014	2017	2018	2019	2020	2030
Total population	483,300	492,700	496,200	498,600	501,300	524,300
Under 20	114,500	114,300	114,400	114,500	114,900	116,300
20-64	271,900	274,300	275,200	274,900	274,700	264,500
Aged 65 and over	96,900	104,100	106,600	109,200	111,700	143,500
population aged 65+ as a % of total population	20.0%	21.1%	21.5%	21.9%	22.3%	27.4%
Aged 85 and over	13,300	14,500	14,900	15,300	16,000	24,800
Population 85+ as a % of total population	2.8%	2.9%	3.0%	3.1%	3.2%	4.7%

Wiltshire Council and NHS Wiltshire are broadly coterminous and the registered and resident populations are broadly similar.

Wiltshire is a large, predominantly rural and generally prosperous county. Almost half of the population resides in towns and villages with less than 5,000 people and a quarter live in villages of fewer than 1,000 people. Approximately 90% of the county is classified as rural and there are significant areas with a rich and diverse heritage of national and international interest, such as Stonehenge and Salisbury Cathedral. The relationship between the city of Salisbury and the larger towns in Wiltshire and the rest of the county has a significant effect on transport, employment, travel to work issues, housing and economic needs.

Wiltshire's population is ageing more rapidly than England or the South West, reflected by growth of 17.5% in the number of people aged 65 or over between 2011 and 2016. This is substantially greater than the 13.2% increase in England or 14.0% increase in the South West. The table shows the population projection to 2030, which shows further growth for the over 65s of 7.3% from 2017 to 2020. At the same time the working age population is broadly unchanged.

The population of Wiltshire is served by 3 main Acute trusts, only one of which is actually in the County. Around 35% of the activity goes to Salisbury Foundation Trust in Wiltshire. Roughly the same percentage attend the Royal United Hospital in Bath and around 25% attend the Great Western Hospital in Swindon. This distribution of activity and service demand adds complexity to the admission avoidance and discharge planning for patients.

Older people

Table 1: Population	2017	2018	2019	2020
Aged 65 and over	104,100	106,600	109,200	111,700
65+ as a % of total population	21.1%	21.5%	21.9%	22.3%
Aged 85 and over	14,500	14,900	15,300	16,000
85+ as a % of total population	2.9%	3.0%	3.1%	3.2%

Table 2: Support arrangements	2017	2020	2025	2030
Total population aged 65 + unable to manage at least one self-care activity* on their own	34,651	37,585	43,573	50,522
Total population aged 65+ unable to manage at least one domestic task** on their own	42,243	45,954	53,352	61,743
People aged 65 + **providing unpaid care** to a partner, family member or other person, by age, projected to 2030	14,894	15,882	17,788	20,113
Total population aged 65 + **living in a care home** with or without nursing	3,277	3,635	4,395	5,313

Wiltshire has a large older, 65+, population, see table 1, 21.1%. This is expected to rise to 22.3% within the next three years. The older population continues to be healthy, with average life expectancy at age 65 higher than national average at 19.4 years for men (vs. 18.7yrs nationally) and 21.7 years for women (vs. 31.1yrs nationally) The Wiltshire BCF vision is to support the increase in demand for services that support residents remaining independent. We support Carer Support Wiltshire who undertake carer reviews, provide respite care and have a voluntary emergency care which enables early identification of a carer to provide alternative support in an emergency.

Whilst independence remains the aim some of our residents, see table 2, some of our residents need to live in residential or nursing home environments. There are a substantial number of nursing and residential care homes, 204, in Wiltshire delivering over 5,000 beds . This brings a range of challenges, for instance high number of 'self-funders' who revert to local authority support when their resource expires – but are expensive placements and do not want to move; demand for high volume of social care workforce – in a area where employment rates and high and house prices are many times the average salary.

The Wiltshire Joint Strategic Needs Assessment (JSNA) and other national and pathway-specific benchmarking tools are used to prioritise resources.

Social Isolation and mental health

Social Isolation

Levels of Social Isolation as measured by the annual client and biannual carers survey are higher than we would like to see within Wiltshire. We know that high levels of social isolation can lead to admission to hospital and greater levels of care. The Wiltshire Older Peoples collaborative is working with the Council, CCG, Providers and the Voluntary Sector to identify areas at high risk of social isolation and support the signposting of people to local community assets which can help reduce the levels of social isolation across the county.

Mental Health

Local dementia diagnosis rates are around 65%, slightly below the national target level of 67%, with some outstanding individual GP practice performance, but the impact of dementia on long term care needs for families and care home capacity is continuing to rise. The BCF work on training care homes employees is seeking to ensure residents remain in the home rather than be transferred to hospital. A Dementia strategy and action plan has been developed, but we need to target the gaps in care and need to ensure a more community focused /crisis intervention based model of care. Through the Better Care Plan, we are already looking at;

- Care Home Liaison services.
- Focused support to AWP in relation to discharge planning.
- Acute “in reach “programmes for dementia.

Long term conditions and frailty

In 2014 Wiltshire Council published its first Older Persons Joint Strategic Assessment, this led onto an Older Peoples Service Review which was published in 2015. The key recommendations of this review were:

- Supporting Independence
- Healthy Active Ageing
- Support for living with health problems
- Understanding co-morbidity
- Rapid support close to home in times of crises
- Good discharge planning and post discharge support and reablement
- End of life care

The Better Care Fund has been supportive in delivering the recommendations of the review which includes the Urgent Care at Home service and Step Up Beds in the community and our 72 hours end of life care pathway. In 2017-19 we will continue to develop our existing and new services in line with the recommendations of the review.

The Older Persons JSNA analysis is currently being updated and due for publication in December 2017 and this will be used to support the tailoring of current schemes to meet the evolving needs of this population.

The ongoing Adult Social Care transformation programme, funded by the iBCF monies is primarily about delivering effective reablement support both in the community and post hospital discharge one of the main recommendations of the Older Persons review in Wiltshire.

Section 3 - Better Care Plan

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Lessons learnt from the Better Care Plan

The evaluation of BCP Schemes has highlighted the following themes, which have been developed into a transformational programme of work.
Phase One of this transformation is listed in the table below and provides a foundation for Phase Two.
Phase Two will focus on the further integration of the health and social care economy.

- Greater focus on prevention and self-management incorporating adult social care front door transformation and information and advice
- Better managing demand across the system, **Right Place First time** for the residents of Wiltshire
- Ensuring greater stability in the local care market.
- Improving reablement and the alignment of reablement and the Home First model future model
- Increased workforce capacity including domiciliary care market and flexible use of the workforce, moving towards an integrated workforce within our ACS
- Developing integrated commissioning to use our resources effectively across the system
- Increasing innovation, including better use of technology advances
- Further improvements to hospital discharge planning and reductions of delayed transfers of care (which are set out in the High Impact Change Model and Delayed Transfers of Care Plan – Appendix I DTOC plan and Appendix 2 High Impact Changes.
- Stakeholder engagement building upon the JSNA

Wiltshire’s Better Care Plan

The Better Care Plan for Wiltshire will continue to have associated admission avoidance and length of stay reduction targets. Underpinning the continuation of key schemes must be the commitment to deliver integrated care at the point of need at as local a level as possible as well as maximise the opportunities that will be presented because of the integrated community services contract. There is an emerging linkage between the Better Care Plan and the STP process across Wiltshire and the key schemes within this programme are crucial in ensuring the long-term sustainability of the health and care system during this challenging period of austerity. As a result, we would expect to see a clear return for all investment made and develop a system wide process which reviews all schemes and areas of investment.

The Adult Community Service contract is now mobilised and fully operational in its first full year of delivery in 2017/18, the Wiltshire Health and Care Model plays a critical role in delivering operationally the aims and ambitions of the Wiltshire Better Care plan and programmes led by Wiltshire Health and Care such as the High Intensity Care Programme and Home First will play a key role in managing crisis reducing demand across the system and improving flow.

Explore new opportunities to strengthen Wiltshire`s person centred approach through an assets based assessment, and integrating the wider social model in communities and across the Wiltshire system

The Prevention Board has been refocused and has a very ambitious work plan to deliver in line with the key recommendations from the Wiltshire Older Persons Review. This approach will ensure that we reduce dependency as we transition patients through various pathway stages and ensure more residents will be maintained in their own home for longer. We will deliver this with targeted prevention programmes, signposting and navigation services, education programmes for patients and carers and bespoke training and support for staff across Wiltshire.

The total spend on Better Care is £44.083m. For a full breakdown of the BCF schemes, see Appendix 55,56 and 57

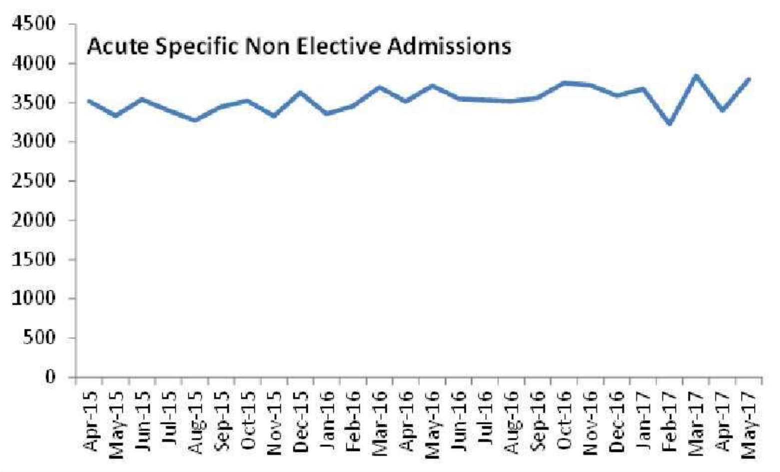
Performance to date

The following provides a summary of the progress made by the Better Care Plan during 2016-17, this is the foundation on which our priorities are based for 2017/18. Utilising the analyst of data, Better Care Plan work streams and new service models explore further the opportunities to ensure Wiltshire residents appropriately access the right service first time in there community and closer to home.

Activity and Outcomes

Non-elective admissions have grown by around 4.0% (1,657 admissions), growth in those aged 65 and over was 2.3% (464 admissions) which is less than might have been expected given demographic growth. The population aged 65 and over has grown by 11,000 people since 2013-14, if admission rates had stayed as they were this would have resulted in an extra 2,000 admissions in 2015-16 and there was an increase of around 1,000 admissions.

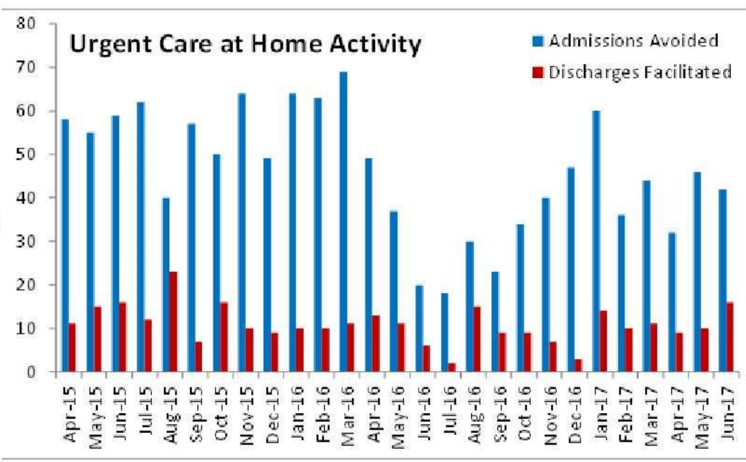
This represents a reduction in potential admissions of around 1,500. The Wiltshire rate of emergency admissions in the population aged 65 and over remains lower than the average for England. This is also reflected in the national integration dashboard which shows Wiltshire has the 10th lowest rate of admission for those aged 65 and over.



Avoidable Emergency admissions are showing a reduction of 4.8% on the levels seen in 2015-16. This suggests admission avoidance activity in the community is supporting patients before admission becomes necessary and causing increased acuity of admissions in hospital. This resonates with messages from the 3 acute hospitals in Wiltshire who have all experienced an increase in complexity and acuity of admissions through A&E.

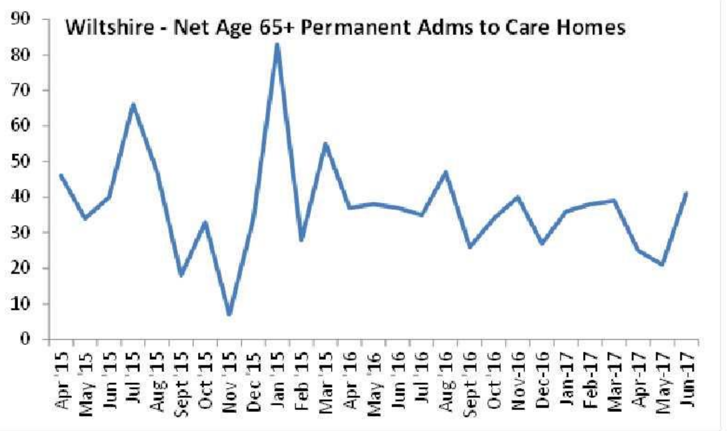
Performance to date

Urgent Care at Home:
Our Urgent Care at Home scheme supports admission avoidance and discharge facilitation, the graph shows the trend in activity for this scheme. The provider of this scheme was subject to CQC restriction in early 2016-17 which is why activity levels dipped in the middle of 2016. Following the restriction we re-tendered the service and have a new provider who is currently looking to increase the number of session available on this scheme. In terms of admission avoidance activity performance remains strong with around 80% of those referred not going to hospital.



Effectiveness of Reablement:
The percentage of patients at home 91 days' post discharge from hospital (reablement indicator) has reduced slightly to around 80% which is under target, the ASC transformation programme is aimed at ensuring greater reablement activity and better outcomes.

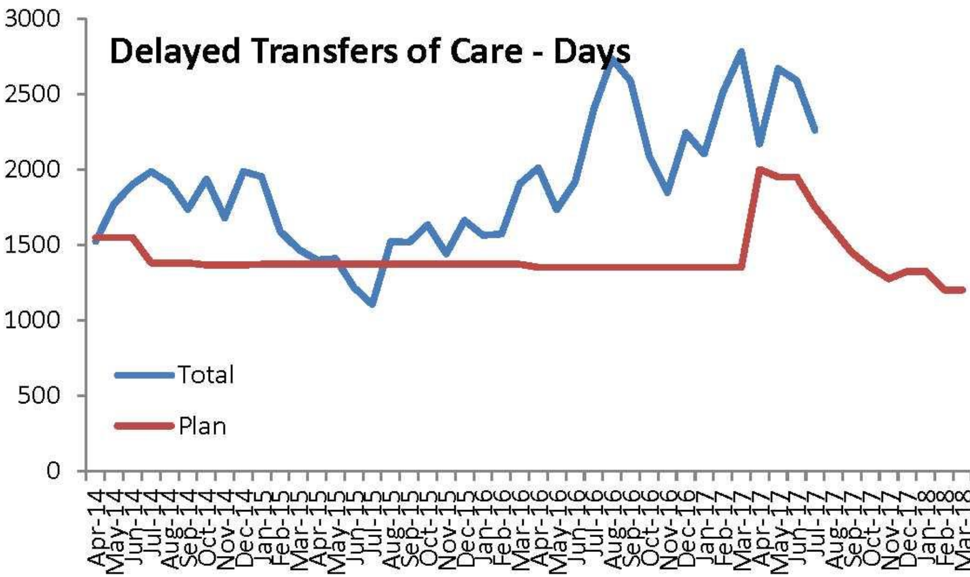
Permanent Care Home Admissions:
Permanent Placements to care homes for those aged 65 and over remain comparatively low and falling. While this is a success for the system it is likely to increase the pressure on the demand for care at home.



Dementia Diagnosis:
Dementia Diagnosis rate is now less than 1% below target and the CCG is working with GP practices to achieve the national target by year end. Wiltshire achieves good outcomes when patients are diagnosed with dementia with 88.3% having a care plan reviewed face to face in the last 12 months compared to an England average of 83.8%. It also does better on DEM05 achieving 86.3% compared to an England average of 84.6%.

Performance to date

Delayed Transfers of Care:
The figure shows that Delayed Transfers of Care have increased back to the levels seen in 2014-15, in part due to issues with CQC restrictions on one of the BCF schemes which limited our workforce for admission avoidance and discharge support as well as demand exceeding supply, increased complexity and inappropriate referrals. This has in effect negated the significant progress we made in reducing delayed transfers of care in 2015/16 and led to more beds being used than planned. The average number of daily delayed days in 2015-16 was 49.0, in 2016-17 this increased to 73.8 as a result of the issues outlined above. In 2017/18 and into 2019 our 100% commitment to sustainably improve flow and the experience of people who use our services will be established and continuously monitored to strengthen the Wiltshire integrated system



Section 4 - Managing the Market

Market Position

The domiciliary care market in Wiltshire reflects the pressures experienced in many other parts of the country where recruitment and retention issues impact upon capacity and availability where required.

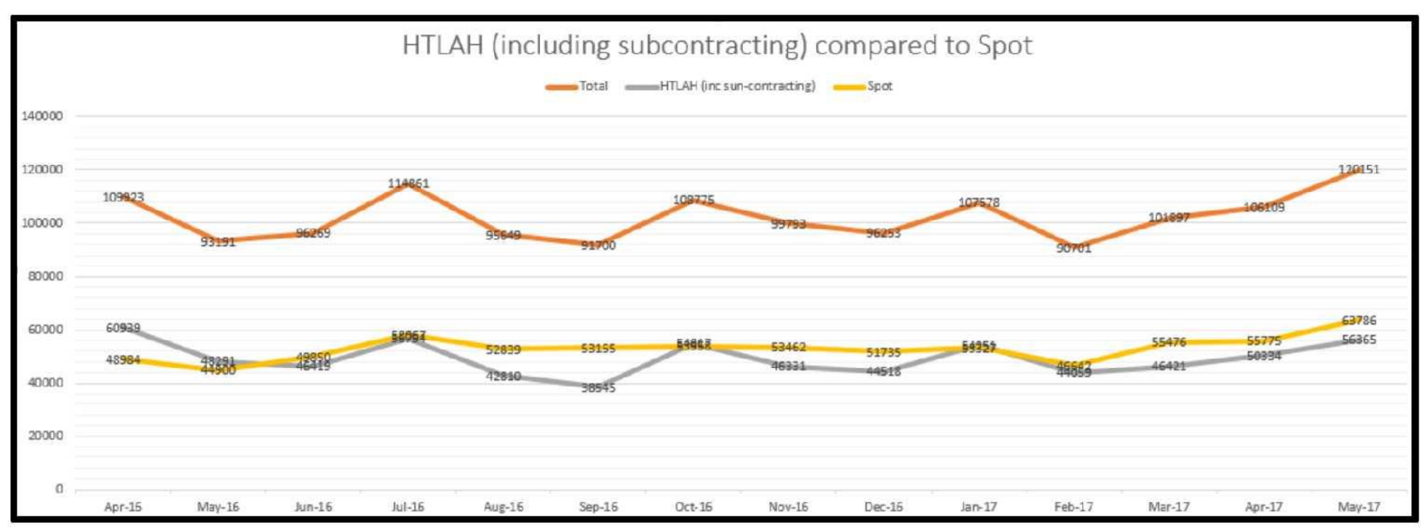
There has been a significant shift from purchasing within a block framework to spot purchasing with the latter raising the unit cost of care and creating a reactive rather than strategic market which does not respond to the commissioning priorities of the Council

Reablement forms an integral element of the contract but is ineffective in its delivery thereby increasing demand into the system and reducing domiciliary care capacity

There is an over reliance upon residential care services as a consequence as service users remain too long in hospital, intermediate care and respite services as community based provision is insufficient or inappropriate to presenting needs

The table on slide 28 describes the shift from block to spot purchasing and the need to invest in the market to stabilise it whilst Transformation initiatives are undertaken

Market Position



Market Position

A key national and local priority is to ensure that there are no delays in acute hospitals for patients who require social care. Wiltshire's performance in this area is currently in the lowest 15% nationally as measured by the NHS/Social Care performance dashboard published by the government.

The lack of an effective reablement service is impacting on our ability to support patient discharges from the three acute hospitals that serve Wiltshire (Royal United Hospital, Great Western Hospital and Salisbury Foundation Trust) and the three smaller community hospitals in Chippenham, Marlborough and Warminster. Increasingly patients are moving into care home beds as a temporary measure as services to support them in their own homes are not available. Individuals often become further deconditioned with functional loss which means they never return home.

Investment is required to create a dedicated reablement service to address the above market pressures and to mitigate demand for services and maintain peoples independence.

The over reliance on residential care also applies to specialist services and in particular, Learning Disabilities where the average cost of care is higher than many other Councils in the South West Region. National Data shows that Wiltshire spend above average amounts on support for learning disabled adults being the 3rd highest spenders per 10,000 of population.

This above average spending is not explained by above average customer numbers, nor by high levels of deprivation. Market development work is required to ensure that provision is both appropriate and value for money

Market Development

Across the wider system, the commitment by the Health and Wellbeing Board is to move beyond the integration of health and social care bringing together a wide range of partners to influence the wider determinants of health including housing, education, regeneration and economic development and build on the assets of our people and communities. The reengineering of the health and social care system, building on Wiltshire Council and Wiltshire CCG commitment to secure better outcomes and ensure a more sustainable system for the future. The Joint Commissioning Board (JCB) is actively working towards establishing joint strategies across the market to ensure a whole system approach to commissioning and to maximise opportunities for collaboration, achieve economies of scale and remove duplication. This will include:

- A joint approach to commissioning the Third Sector with an increased emphasis on prevention, early intervention and empowering individuals to be more independent;
- Joint commissioning of an integrated Urgent Care Service;
- A further shift of investment from acute and specialist health services to support investment in community-focused provision.

Market Development

The Adult Social Care Market Position Statement (MPS):

The social care market positon statement is currently being refreshed to reflect the changes envisaged by the ongoing transformation project, the latest data from the JSNA (set for agreement at November HWB), the progress the Council has made with respect to extra care housing and alternatives to residential provision across all service user groups. This will be completed and further work will be undertaken to address any gaps identified by the MPS following its completion.

Work undertaken through the Transformation Programme and the JCB has identified opportunities for further integration across health and social care to combine strategies and jointly develop the market.
These strategies will inform the MPS and engagement events are being held with key stakeholders to assist in the creation and delivery of the joint priorities identified.

Two key papers from the Transformation Board will go to cabinet in December outlining a new approach to the domiciliary care market and reablement, both of which are crucial to managing demand and creating capacity to minimise flow into and maximise flow out of the acute sector into the community.

A new post of Service Director for Commissioning will bring together commissioning for adult care and children's services within the Council, providing opportunities for combining strategies across a whole life-span.

Market Development

The Care Act 2014 and Commissioning:

In order to fulfil our new duties of Market Shaping under The Care Act, the Council and the CCG have undertaken the following:

- **Supported the development of the Wiltshire Care Partnership** (membership organisation representing social care providers) to act as the relationship lead with independent providers.
- **Strengthened the Quality Assurance function** to support providers to improve and maintain standards within the market.
- Market mapping and gap analysis to inform joint health and social care strategies and understand interdependencies across the system including the financial sustainability of key providers.
- **Co-production of new BCF schemes** with providers including Home-First.
- **The launch of a Progression Model for people with learning Disabilities** – working towards greater independence to complement work being undertaken on **Asset Based Assessment** and Reviews and combined with a transparent approach to the cost of care with providers
- **Establishment of a workforce sub-group to the JCB** to progress initiatives which enhance the workforce and to reflect the changing demands of the market
- **Further developing community resilience strategies** including Local Area Co-ordination to support and develop local resource. Working with local Health and Well Being Boards to inform them about Adult Social Care Transformation and target and develop local solutions that make best use of local assets.

Section 5: Ongoing projects

Intermediate Care – Care Homes

Existing Budget 2017-18: £5.22 m Budget 2018-19: £5.22m

Scheme Description:

- 70 intermediate care beds (step down beds county-wide and step-up beds in the South of the county)
- Physiotherapy and occupational therapy input
- Social work input
- Primary care input
- Programme Management

Outcomes in these beds are improving slowly in terms of throughput and outcomes (getting people home) but with the additional training which has been provided to these homes we expect to see further improvements in outcomes.

Outcomes 2017-18: 60 admissions per month
Outcomes 2018-19: 60 admissions per month (to be reviewed following project evaluation).

Intermediate Care – Community Hospitals

Existing Budget 2017-18: £0.86m Budget 2018-19: £0.86m

Scheme Description:

Phase 1

Continue to commission existing 15 community hospital beds for the step up pathway in the North and West of the County at Warminster and Savernake. This needs to be underpinned by a clear system strategy and commitment to step up by Wiltshire Health & Care.

Phase 2

Wiltshire Health and Care have committed in their contract to convert 50% of community hospital bed capacity to step up, transition to this level will commence during 2017/18.

Outcomes 2017-18: 25 admissions per month
Outcomes 2018-19: 25 admissions per month (to be reviewed following project evaluation

End of Life Care

Existing **Budget 2017-18: £0.31m** **Budget 2018-19: £0.31m**

Scheme Description:

Within Wiltshire it is recognised that 30 % of all hospital non-elective admissions are for patients with a life limiting diagnosis. To support admissions avoidance and improve quality of life for these patients we need to;

1. Improve identification of patients who have <12 months to live.
2. Progress implementation of treatment escalation plans across system.
3. Reshape role of the community end of life team (Wiltshire Health & Care) to ensure they take a more proactive case management approach to patients on an end of life pathway.
4. Continue commissioning of the 72 hour EOL pathway.
5. Review and agree future role of hospices in the EOL agenda.

Outcomes 2017-18: 16 cases per month
Outcomes 2018-19: 16 cases per month (to be reviewed following project evaluation)

Mental Health Liaison

Existing **Budget 2017-18: £0.2m** **Budget 2018-19: £0.2m**

Scheme Description:

Avon & Wiltshire Partnership provides support to Care Homes through training and individual management plans for specific patients. This helps the homes to manage patients with complex dementia in the home environment rather then requiring admission to an acute hospital.

Outcomes 2017-18: project evaluation to be completed Q3
Outcomes 2018-19:TBA

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Community Geriatrics & Services

Existing **Budget 2017-18: £4.48m** **Budget 2018-19: £4.48m**

Scheme Description:

- Community geriatrician coverage across Wiltshire is provided through a Community Geriatrician at each of the 3 acute trusts to support discharge planning and provide advice in the community. In 2017-18 we need to link this capacity in more formally with established community teams.
- Contribution to the Community Health Services contract (Wiltshire Health and Care)
- Developing robust "interface" care with each acute hospital, enhancing the Acute Trust Liaison model and diverting appropriate patients to established models of care in the community (for discharge and admission avoidance).
- We are also looking at the role of community nurses, matrons and therapists in the high intensity care programme to ensure effective roll out of the High Intensity care programme, led by Wiltshire Health and Care and which will focus on
  - Step up care in the patient's home
  - Acute geriatric pathways in the community
  - Frailty hub approach at community hospitals
  - Integrated team approach

Outcomes 2017-18: Project evaluation to be completed Q3
Outcomes 2018-19: TBA

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Urgent Care at Home & Access to Care

Existing **Budget 2017-18: £1.59m** **Budget 2018-19: £1.59m**

Scheme Description:

- Urgent care at home is a service to provide admission avoidance and additional bridging domiciliary and nursing care support across a 7-day period to support further discharges from the acute hospitals. There is an explicit target for UCAH to move back to performance levels delivered in 15/16 which was circa 80 cases per month management for admission avoidance and discharge facilitation.
- Domiciliary care services to support the delivery of rehabilitation delivered by Wiltshire Health and Care

Outcomes 2017-18: 80 cases per month for Urgent Care at Home
Outcomes 2018-19: 80 cases per month (to be reviewed following project evaluation)

Maintaining Social Care

Existing   Budget 2017-18: £9.18m   Budget 2018-19: £9.5m estimate

Scheme Description:

This money is used to support and maintain the adult social care activities of Wiltshire Council including complex packages of care to allow clients to remain at home for as long as possible.

In addition we have strengthened our work and links with providers to provide greater assurance on the quality of the care provided.

Care Act

Existing **Budget 2017-18: £2.5m** **Budget 2018-19: £2.5m**

Scheme Description:

This money is used to support and maintain the adult social care activities of Wiltshire Council generated by the implementation of the Care Act 2014. This includes the impact of new duties in relations to carers assessments and services.

Prevention, including services for carers

Existing Budget 2017-18: £1.76m Budget 2018-19: £1.76m

Scheme Description:

There are over 47,000 unpaid carers in Wiltshire. 2,700 of them are young adult carers aged between the age of 16 and 25 who look after siblings or parents. Carer Support Wiltshire helps them to access support, services, education and training, and breaks from their caring role. Ensuring carers have a voice in policy making and planning for services, and we work with health and social care professionals and employers to develop best practice.
The services cover the whole of Wiltshire and are available to anyone who is aged 16 or over.

This work stream also funds a fracture liaison service at Salisbury Foundation Trust, this was initially funded for 12 months and following a successful initial evaluation has been extended for another year, we will now also be looking at how this service can be rolled out across the other 2 acute trusts which serve the Wiltshire population.

As part of our prevention work we have also undertaken training with care homes which was physiotherapist led to help train care home staff in reablement and aids and equipment which might be useful in helping people retain their independence for longer. We have also undertaken Health Coaching Training for over 150 medical professionals in the South of Wiltshire which is in the process of being evaluated and we hope to undertake in the North and West of the County in the coming year.

Outcomes 2017-18: to be established following a stocktake and evaluation
Outcomes 2018-19: TBA

Integrated Discharge Support

Existing **Budget 2017-18: £2.66m** **Budget 2018-19: £2.66m**

Scheme Description:

- Our Home First Pilot recognised the benefit of an integrated team of social workers, hospital discharge staff and domiciliary care staff working on the discharge of patients with ongoing care needs. An integrated discharge team is now established across all 3 acute trusts in Wiltshire.
- The integrated discharge teams are supported by our single number access to care service which facilitates the provision of the ongoing support or care needs.
- For self funders we also offer a service through the Care Home Select organisation to support facilitate the finding of both Care at Home or a Placement.
- Telecare support to maintain people independently at home

Outcomes 2017-18: 80 cases per month
Outcomes 2018-19: 80 cases per month (to be reviewed following project evaluation)

Healthwatch Service User Engagement

Existing Budget 2017-18: £0.1m Budget 2018-19 tbc

Healthwatch have been commissioned in 2017/18 to undertake engagement with Wiltshire population related to projects held within the BCF, these are:

- **Information for the public** – evaluate the current provision of information for the 5 most prevalent LTC in Wiltshire as identified in 2016 Joint Strategic Needs Assessment (JSNA)
- **Sound Doctor** available via Your Care Your Support Wiltshire, evaluate the set of patient information videos for those with LTC, unpaid carers and sub set of health and care professionals, (slide 51)
- **Home First** transferring patients out of a setting once medically fit, to their own home, in a timely fashion over 65yrs and rehabilitation workers who provide additional capacity to facilitate early discharge. To evaluate the effectiveness of these initiatives and improvement opportunities from the point of view of the patient, relatives, staff and stakeholders
- **Higher Intensity Care team** to capture from patients, unpaid carers and staff experiences of the service and potential future developments,
- **Choice Policy** to evaluate discharge by capturing patients and staff experiences of preparing for hospital discharge
- **SFT Fracture femur**, early supported discharge service, facilitate a focus group and collate responses into a report to inform the BCP learning and future projects
- **Single View** to gather views to inform the development, evaluate the impact of the pilot

Disabled Facilities Grant

Existing Budget 2017-18: £2.79m Budget 2018-19: £3.03m

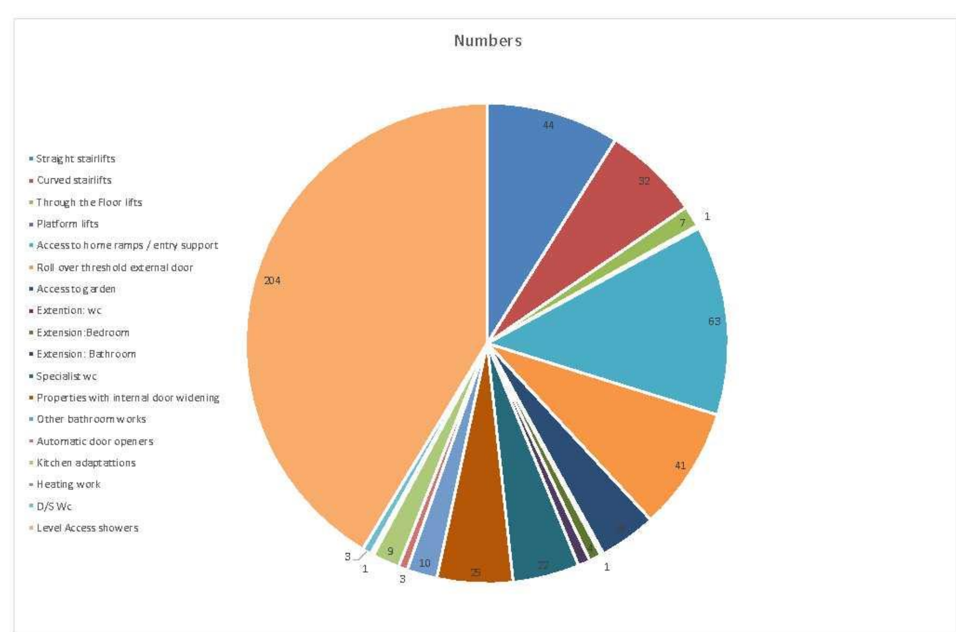
Scheme Description:

The Council proactively worked with the CCG to ensure a whole systems approach to prevention and reablement, and as such volunteered the inclusion of the Disabled facilities Grant (DFG) into the BCF pool ahead of the transfer by DCLG. The purpose being to recognise that by seeking to increase people staying living in their own homes and avoiding longer residential or other support costs, we need to ensure those residents are able to live in their homes. As such the DFG allocation is for aids and adaptations to homes for this purpose. The Council has topped up the Government allocation every year for the last 7 years as part of this commitment and strategy.

Further detail can be provided on the top up per annum on request and is reported to the Council's Cabinet as part of the capital programme.

Disabled Facilities Grant 1/3

The detailed plan for spend is fluid as it is based on need, and that can vary month to month depending on the case load and professional assessment of need to re-enable clients to maintain a health and high quality of life in their own homes. The following slide notes the process and governance around award and monitoring of the fund. The following is a breakdown of the types of equipment provided 2016/17, this is not untypical:



Type of adaption	Numbers
Straight stairlifts	44
Curved stairlifts	32
Through the Floor lifts	7
Platform lifts	1
Access to home ramps / entry support	63
Roll over threshold external door	41
Access to garden	19
Extention: wc	1
Extension:Bedroom	4
Extension: Bathroom	4
Specialist wc	22
Properties with internal door widening	25
Other bathroom works	10
Automatic door openers	3
Kitchen adaptattions	9
Heating work	1
D/S Wc	3
Level Access showers	204

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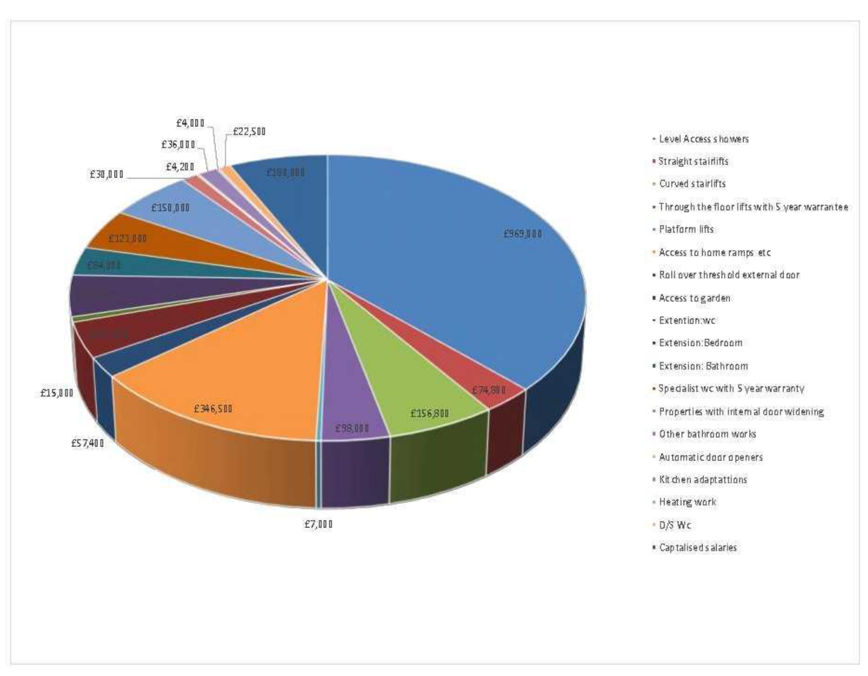
Disabled Facilities Grant 2/3

The full DFG grant that is included within the BCF Pool was spent in 2016/17, and continues to be in 2017/18, on DFG items only supporting reablement

Type of DFG spend	Total (£)
Level Access showers	£969,000
Straight stairlifts	£74,800
Curved stairlifts	£156,800
Through the floor lifts with 5 year wa	£98,000
Platform lifts	£7,000
Access to home ramps etc	£346,500
Roll over threshold external door	£57,400
Access to garden	£102,600
Extention:wc	£15,000
Extension:Bedroom	£120,000
Extension: Bathroom	£84,000
Specialist wc with 5 year warranty	£121,000
Properties with internal door wideni	£150,000
Other bathroom works	£30,000
Automatic door openers	£4,200
Kitchen adaptattions	£36,000
Heating work	£4,000
D/S Wc	£22,500
Captalised salaries	£180,000
Total	2,578,800



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Disabled Facilities Grant 3/3

Disabled Facilities Grants are provided to enable disable household members to access essential facilities in their home. For example, but not exclusively, they include work to provide access to their home and from their home into the community, adaptation for the purpose of bathing and toileting, provision to provide access to a room for sleeping, for preparing a meal and access to the garden. The provision of such facilities allow the disabled person to live and function in their home creating increasing their independence and personal well being allowing them to remain in living at home. In turn the impact on family members who provide caring roles is eased as is the input required by the local authority to provide a person centred care package. Safe access in and around the home and to facilities also reduces the risk of falls.

A typical customer journey would involve an assessment by an Occupational Therapist who will make a referral to housing outlining the person's needs. On that day following a provisional financial assessment by Housing and agreement of the disabled person the details are sent to an agent usually the Local Home Improvement Agency who help put together a specification, monitor the work and put together an application. Housing staff work closely with the Agent and the Occupational Therapist to ensure the work specified meets the needs and that a successful application made, with a focus on reablement. The authority to agree individual DFG applications sits with the Private Sector Housing Manager under the scheme of delegation. There is a limit to the DFG funding so each application of £30,000 and the majority are far less than this. There are statutory eligibility criteria for DFGs and they are a mandatory grant so if an applicant meets the statutory criteria as assessed by an OT it is our duty to agree the award of a grant to enable the applicant to procure the adaptation. Also attached is the detailed criteria which is lifted from the legislation http://www.legislation.gov.uk/ukpga/1996/53/part/I/chapter/I/crossheading/disabled-facilities-grants para 23.

The process is monitored closely to ensure that works progresses in a timely fashion. The budget, spend and potential spend is monitored closely by the budget holder in consultation with social care re upcoming need / accruals. This is reported to the Cabinet through the Capital Programme, as well as the HWBB and JCB through the BCF plan monitoring. Any over commitment is subject to budget monitoring and decision making based again on need.

BCF Management and administration 2017/18

Existing **Budget 2017-18: £0.32m** **Budget 2018-19 £0.32m**

The Council and CCG recognise that there is a need to administer the BCF and iBCF to be able to both monitor, evaluate and service the various returns. As such this budget and spend reflects dedicated resources to administer this grant effectively. This is less than 1% of the overall BCF/iBCF, but the CCG and Council continue to review these costs and has taken action to manage these costs down slightly going forward.

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Home First/Rehab Support Workers

New for 2017-18. **Budget 2017-18: £1.2m** **Budget 2018-19: TBA**

Scheme Description:

The Home First Scheme is Wiltshire Health and Care (WHC) providing additional capacity in the form of Rehabilitation Support Workers (RSW) being employed directly as part of the Core Community Teams. The proposal has a strong evidence base and builds on the benefits of the Homefirst initiative trialled in 2015-16 which demonstrated a number of benefits in particular:

- The importance of an integrated discharge approach
- That discharging a patient home as soon as they are medically fit and rehabilitating the patient in their own home.
- That prescribed care needs are often reduced on discharge and a patient transitions towards full independence or a marked reduction in care needs sooner

The RSWs are trained to meet agreed therapy and domiciliary care needs of patients discharged from hospital as soon as they are medically fit. There is an opportunity for this 'intermediate care at home' immediately following an early discharge to be provided for a limited period of time by additional rehab/care staff. This additional capacity works with OTs and community physios to assess the needs of the patients in their homes and provide early intense rehab and domiciliary care. This removes the need to assess in the hospital and allows a speedier discharge to a home setting into the care of clinicians who are more used to coping and managing patients with complex care needs.

The success of the scheme will be evaluated during 2017-18 and if successful funding will be continued into 2018-19.

Outcomes 2017-18: to support additional 21 discharges per week

Outcomes 2018-19: TBA to ensure alignment with new reablement service 2018/19

Integrated Equipment Services

New for 2017-18. Budget 2017-18: £5.10m Budget 2018-19: £5.10m

Scheme Description:

Wiltshire Council currently spends around £1.8m and NHS Wiltshire CCG spends around £3.3m on providing equipment in the community. The community equipment budget is currently operated as an aligned budget outside of the BCF but is incorporated within the current Joint Business Arrangement between the council and the CCG.

Outcomes 2017-18: Based on need
Outcomes 2018-19: Based on need

Adult Social Care Transformation 1/2

New for 2017-18. Budget 2017-18: £5.81m Budget 2018-19: £7.21m

Scheme Description: In Wiltshire, the Council, CCG and all NHS providers agreed to utilise the non-recurring iBCF to transform adult social care to deliver a sustainable service model to effectively meet current and future demand. This builds upon the lesson learnt to develop and enhance our focus to deliver the key priorities within the BCF objectives

The programme is focused on:

- Developing a model of prevention
- Developing a reablement service that complements Home First
- Increasing capacity in the domiciliary care market
- Reviewing the residential and nursing care home capacity
- Redesigned customer journey

The funding also has to strike the balance between transforming asap and providing market stability and capacity whilst the change occurs, as such the next slide sets out some of this impact in more detail as a breakdown of spend by catergory:

The Wiltshire Adult Social Care Transformation Programme will deliver against five key objectives

1. To manage demand more effectively, including investing in prevention, and be financially sustainable
2. To ensure all services are structured efficiently and effectively across the whole system to improve flow and access to the right care at the right time in the right place.
3. To ensure Wiltshire has a robust and effective workforce to meet the needs of our customers now and into the future.
4. To work more efficiently and effectively with our partners utilising integrated systems and technology
5. To ensure value for money

Outcomes 2017-18: outlined in the business cases (commercial sensitive) appendix x

Outcomes 2018-19: TBA

IBCF

The additional funding in Wiltshire (£5.8m 2017/18) has been specifically allocated as follows:

	Type of work funded	£m
A	**Sustainable Transformation:** Project team to support the transformation to recognise the need to provide capacity, capability and drive to push forward transformation and maintain focus on delivery and analysis of KPIs	0.409
B	**Providing stability and extra capacity in the local care systems:** Wiltshire has allocated iBCF to maintain social services in a period of transition by providing market stability to enable the council to provide stability and extra capacity in local care systems. This need has arisen due to the ongoing pressures on providers to maintain financial viable services. In 2017/18 the Council has had an additional increase of £1m above its projected costs arising from letting of new contracts for care for additional demand and increased complex reassessments. To not have let or moved to spot purchase would have destabilised the market further. We have also faced a £840k pressure from the stability of the market arising from cessation of three Learning Disability Providers in the last 3 months. In addition, there is a pressure of £350k within this on intermediate care within the BCF that will be covered within this amount. This is a critical factor in the need to change the current market and transform. This is thus different from business as usual and is clearly ensuring a stable market, and takes account of local pressures which if not addressed would have reduced the market capacity and would have had an adverse impact on DTOCs.	2.200
C	**Improving Reablement:** Wiltshire has allocated iBCF to deliver its Vision to create a reablement service and front door, which will impact positively on DTOCs. Detailed business cases for the transformation and a more detailed breakdown of this spend are available on request, but are commercially sensitive.	2.352
D	**Immediate interventions:** Wiltshire has recruited additional capacity to support targetted development where the greatest focus on immediate action to address DTOCs is needed, including more intermediate care beds and reablement domiciliary care capacity. Hospital based OT to faciltate discharge	0.847
	Total	5.808

Reablement Outcomes

- Nationally modelled reablement impact assumptions to current activity and average hours of service for Adult Social Care in Wiltshire upon demand and capacity pressures as shown below. It is anticipated that the creation of a directly provided reablement function that is aligned to Home First rehabilitation will have the single most significant investment impact to ameliorate flow pressures within the Wiltshire Health and Social Care economy.

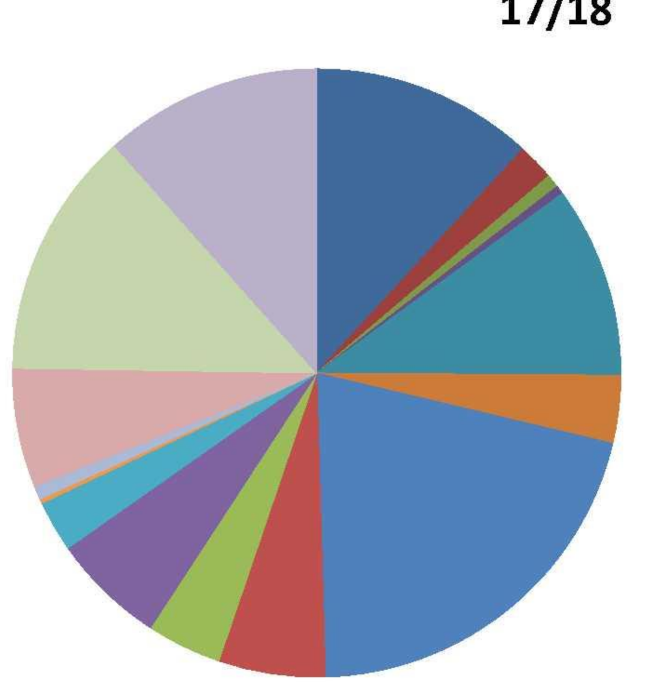
- New customers into the system will go through a reablement phase and 60% will exit without the need for further ongoing services. The remaining 40% will have a reduced level of service moving from an average of 13 hours to 11 hours per week expressed as a service cost equivalent across the system.
- 15% of existing customers who have reablement potential will be put through a period of reablement giving a reduced need to the 11 hours average described above.
- 15% will be diverted customers who would otherwise have gone into residential care and will follow the new reablement pathway
- 20% will be diverted customers who would otherwise have gone into intermediate care and will follow the new reablement pathway outcomes

Overview of Better Care Budget Spend by Scheme Type (2017-18)

The funding contributions for the BCF, including agreement on identification of funds to be finalised in the Section 75 2017-19 and defined in the finance template.

The summary overview is set out below.

Funding levels for 2017/18 for existing schemes, to enable stability in ongoing schemes and to maximise the fund for new integration and transformation schemes in 2017/18 and beyond.



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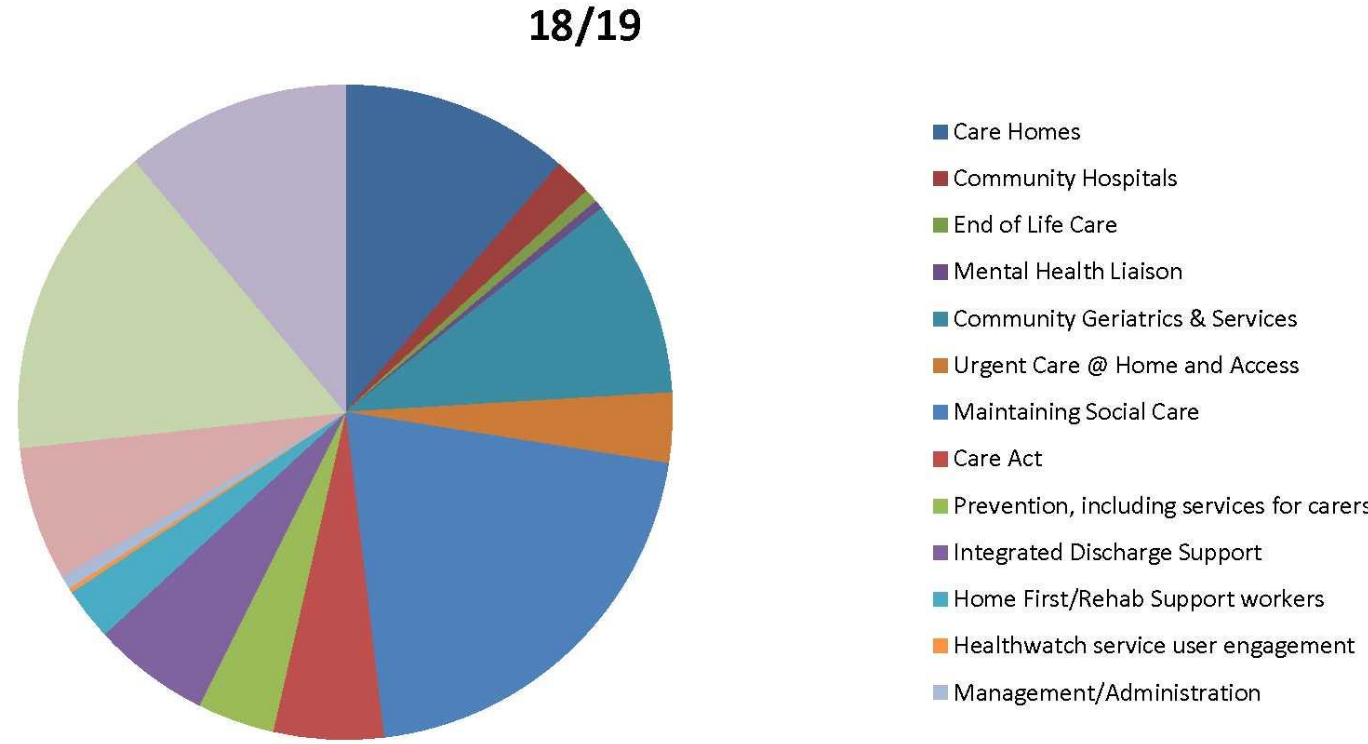
Overview of Better Care Budget Spend by Scheme Type (2018-19

The funding contributions for the BCF as set out in the finance template . The summary overview is set out below.



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National Condition 1 – Jointly Agreed Plan

National Conditions For The Better Care Fund 2017-18	Does your BCF plan for 2017-18 set out a clear plan to meet this condition?	Issues and/or actions that are being taken to meet the condition, or any other relevant information.
1) Plans to be jointly agreed	Has the area produced a plan that all parties sign up to, that providers have been involved in, and is agreed by the health and well being board? In all areas, is there a plan for DFG spending? And, in two tier areas, has the DFG funding been passed down by the county to the districts (in full, unless jointly agreed to do otherwise)?	The Health & Wellbeing Board met in May 2017 and agreed the budget and commissioning intentions for the Better Care Fund for 2017-18. The board also agreed to delegated authority to the Chair and Vice Chair of the Health & Wellbeing Board (HWB) to approve any required submission if it was unable to bring this to a full meeting of the Board. The HWB Board meeting held on the 19th September 2017, ratified the submission in accordance with the delegated powers, the subsequent submission on the 11 October 2017 has been signed off within our formal delegated powers. The local Joint Commissioning Board, which includes representation from the Council, CCG and Providers has reviewed and approved the plan and targets. In addition the DTOC trajectory has been reviewed, approved and monitored by the 3 A&E delivery boards which cover the main providers for the Wiltshire population. The DFG monies funds adaptations to a disabled persons property that are both necessary and appropriate for the needs of the disabled person and reasonable and practicable in relation to the property to remain independent in their own homes. See slide 47. Spending is aligned to the Health & Wellbeing Board and Better Care Fund objectives.

National Condition 2 – Maintain ASC

National Conditions For The Better Care Fund 2017-18	Does your BCF plan for 2017-18 set out a clear plan to meet this condition?	Issues and/or actions that are being taken to meet the condition, or any other relevant information.
2) Maintain provision of social care services (not spending)	Does the planned spend on Social Care from the BCF CCG minimum allocation confirm an increase in line with inflation* from their 16/17 baseline for 17/18 and 18/19	The Council has recognised that it needs to transform its Adult Social Care services to ensure a more responsive service that maximises independence. The integration agenda will impact on how all services are delivered in the future and there is a need to ensure that Adult Social Care is fit for purpose and able to respond to the opportunities for integration. There are challenges in respect of domiciliary care which impact on safe and timely discharges from hospital. There is limited capacity currently in the market, impacting on DTOC rates and requiring spot purchasing to increase capacity in accordance with demand. HTLAH provides a very limited reablement service in its current form however there is scope to further enhance the models of care to manage demand and promote independence in 2018/19. The effectiveness of Home First is dependent on capacity within the domiciliary care market, without this flow Home First will be unable to deliver the agreed outcomes. The Council and health partners recognise a short-term pragmatic spend to respond to crisis whilst a robust sustainable model is being established. In summary the additional funding for adult social care provides an opportunity to develop and implement a transformation plan for the adult social care service; invest in development of reablement services in the county and further develop the domiciliary care market to ensure adequate capacity in the market to enable people to maximise their independence and remain at home. This work will help to improve the flow from the acute providers and throughout the whole system.

National Condition 2 – Maintain ASC

National Conditions For The Better Care Fund 2017-18	Does your BCF plan for 2017-18 set out a clear plan to meet this condition?	Issues and/or actions that are being taken to meet the condition, or any other relevant information.
2) Maintain provision of social care services (not spending)	Does the planned spend on Social Care from the BCF CCG minimum allocation confirm an increase in line with inflation* from their 16/17 baseline for 17/18 and 18/19	The analysis shows that we are committed and have approved the year on year increase which meets the minimum requirement condition as set out in our quarterly submissions.

National Conditions 3 – NHS Out of Hospital

National Conditions For The Better Care Fund 2017-18	Does your BCF plan for 2017- 18 set out a clear plan to meet this condition?	Issues and/or actions that are being taken to meet the condition, or any other relevant information.
3 : NHS commissioned Out of Hospital Services (Policy Framework)	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?	The key development for 2017-18 is the embed the Home First scheme across Wiltshire. It is proposed that expenditure and activity be reviewed during the financial year 2017-18 to establish whether the scheme is delivering the required outcomes in support of the overall better care plan. The Home First Scheme is lead by Wiltshire Health and Care (WHC) providing Rehabilitation Support Workers (RSW) employed directly as part of the Core Community Teams. This should be seen as part of the wider initiatives to enable discharge to assess, maintain independence and enable our over 65years residences to return to their home and be supported in the community. **Evidence base:** The Home First model has a strong evidence base and builds on the benefits of the Homefirst initiative trialled in 2015-16 which demonstrated a number of benefits in particular: • The importance of an integrated discharge approach • That discharging a patient home as soon as medically fit and rehabilitating the patient in their own home. • That prescribed care needs are often reduced on discharge and a patient transitions towards full independence or a marked reduction in care needs sooner **New model:** The RSWs will be trained to meet agreed therapy and domiciliary care needs of patients discharged from hospital as soon as they are medically fit. There is an opportunity for this 'intermediate care at home' immediately following an early discharge to be provided for a limited period of time by additional rehab/care staff. This additional capacity will work with OTs and community physios to assess the needs of the patients in their homes and provide early intense rehab and domiciliary care. This removes the need to assess in the hospital and allows a speedier discharge to a home setting into the care of clinicians who are more used to coping and managing patients with complex care needs. A number of options on how this can additional capacity can be provided are reviewed below. In 2017-18 we have tender for an Integrated Urgent Care Service which will bring together our out of hospital urgent care services under one umbrella to ensure we can maximise A&E attendance avoidance. The ASC Transformation programme established in Wiltshire Council will maximise and strengthen the prevention opportunities across health

National Conditions 4 – Transfers of Care

National Conditions For The Better Care Fund 2016-17	Does your BCF plan for 2016-17 set out a clear plan to meet this condition?	Issues and/or actions that are being taken to meet the condition, or any other relevant information.
4. Implementation of the High Impact Change Model for Managing Transfers of Care	Is there a plan for implementing the high impact change model for managing transfers of care?	A key focus is to reduce delayed transfers of care back to the levels of 2015/16 in the first instance and then progress towards further improvements. Our commitment in December 2017 is to achieve 1,325 lost bed days, and sustain thereafter. Our key schemes in 2017-18 and 2019 focuses on early mobilisation, transfer and ensuring longer term independence. This is seen as a system wide approach to include prevention, admission avoidance using digital solution to enable care to be provided in community. The Wiltshire Home First programme enables patients to return home as soon as they are "medically stable" with enhanced domiciliary and health care in the patient's own home. The model, expenditure and activity for 2017/18 financial year will be evaluated to ensure alignment with the planned reablement service in 2018-19 to strengthen delivery of an outcomes based service, learn to accelerate delivery of the out of hospital model in support of the overall better care plan. This will commitment the discharge earlier in the acute pathway (A&E and AMU assessment areas) and working with providers ensure internal tracking and monitoring of the estimated discharge date, improvement methodologies such as red and green actions are established alongside the safer buddle for discharge and the seven day clinical standards are met. The programmes that support this are acute trust liaison, urgent care at home and the rehab support workers programme. Wiltshire has established a patient Choice policy and has seen a reduction in choice related delays and has been adopted as an area of good practice by our neighbouring CCGs. The Choice Policy will be reviewed in 2018/19 to ensure it is being consistently applied and learning from the implementation is incorporated in the evaluation. IBCF is targeted at reducing demand thereby improving flow and increasing capacity in the domiciliary care market place.

Reducing Delayed Transfers of Care High Impact Changes Appendix 2

The need to adopt new approaches to meet the new national performance targets (submitted on 21 July 2017) is recognised however Wiltshire trajectory proposes Dec 2017 (lost bed days of 1325). A forward action plan is being developed collaboratively using 'High Impact change Model'.

The DTOC plan is taken forward by the A&E Locality Boards encompassing the three hospitals, CCG's, Adult Social Care, Community providers and Mental Health provider. The overall responsibility for delivery of the plans remains with the STP (ACS) A&E delivery board.

Wiltshire assessment of the High Impact change Model for transfers of care as summarised in table 1

	Hi Impact Change 1	High Impact change2	High Impact change 3	High Impact change 4	High Impact change 5	High Impact change 6	High Impact change 7	High Impact change 8
	Early discharge Planning	Systems to Monitor Patient flow	Multi disciplinary/ agency discharge teams	Discharge to Assess	Seven day service	Trusted Assessor	Focus on choice	Enhancing health in care homes
Self assessment	Mature	Established	Established	Established	Plans in Place	Plans in Place	Plans in Place	Plans in Place

The following slides set out a summary of the current approach and high level actions for each pillar and embrace the integrated, whole system approach which is needed to deliver transformation and are not exclusively aligned to BCF funding streams or projects. Appendix 3: DTOC Milestone tracker

The outcome will be to improve the transfer of patients to the right place, with the right care and support without avoidable delays. Residents will stay for a shorter time in hospital once their necessary medical care is complete. Initial support needs are met and assessments are completed in a settled environment, ensuring people feel safe to live the life they want with support to manage their risks, build independence, health and wellbeing.

Previous National Conditions

The Better Care Fund in Wiltshire still recognises the importance of the conditions attached to earlier years of the Better Care Fund remains committed to plans which will help achieve those conditions.

Moving to 7 day services
We continue to work with NHS providers and the Council to providing a genuinely 7 day service. The Better Care Fund continues to pay for additional Social Work Capacity to ensure that delays in accessing the right service are minimised. The national ambition to implement the 4 clinical standards within the acute setting has been met by Salisbury FT in March 2017, Royal United Bath FT have a trajectory for achievement in March 2018 and Great Western FT by 2020.

Data Sharing
The Wiltshire Single View project remains active and continues to develop business cases for the sharing of information across the county. The project has a pilot operational within a number of GP practices which provides combined information on a client to help ensure a holistic view of the patients care needs. The programme is exploring implementing the project into hospital settings in 2018/19 to enable timely discharge

Joint Assessments:
We continue to work with all providers on the development of a trusted assessment. This is underpinned by joint training and working groups to build confidence in the system.

Section 8: Programme governance and assurance

Programme Governance (1/2)

We see strong joint governance as a key step towards integration. The Wiltshire Health and Wellbeing Board will continue to oversee the delivery of Better Care. Health providers all sit on our Health and Wellbeing Board and have been fully involved in the development of the Better Care Plan and the scoping and implementation of the key schemes within the Better Care Plan for Wiltshire. The Health and Wellbeing Board has driven the implementation of the Better Care Plan across Wiltshire and developed a culture of collective responsibility and vision for change. Progress against the Better Care Plan is reviewed at the meeting and it is the forum where all key decisions in relation to the Better Care Plan are made. The effectiveness of the Wiltshire Health and Wellbeing Board is well recognised nationally - named as the Health and Wellbeing Board of the Year at the 2016 LGA awards.

The diagram shows the governance structure for the Better Care Fund in Wiltshire and the terms of reference are held in appendix 1 (slide 80)

Elements of our plan that require key decisions will, as required, be reported to the CCG Governing Body and to the Council's Cabinet. We have a Joint Commissioning Board for Adults' Services and many of the emerging service changes have been developed and overseen by this Board.

We have several existing joint arrangements between the Council and the CCG, including pooled budgets for carers' services. These agreements all sit within a single overarching Joint Business Agreement which is overseen by the Joint Commissioning Board. We have a joint integration programme team, led by a jointly-appointed programme director and including specialist capacity from the Council's System's Thinking Team and information management team.

Programme Governance: (2/2)

The **BCP Finance and Governance Group** is chaired by the Finance Director of the Council or CCG on an annually revolving basis. The group meets monthly and oversees the performance of the key work stream and the BCP budget and prioritise areas for decision by the Joint Commissioning Board, providing effective oversight and coordination. A Better Care report and the use of the pooled funds is taken to the Joint Commissioning Board, monthly.

Joint Commissioning Board: BCF dashboard demonstrating performance outcomes is taken monthly and includes they key performance outcomes for the Better Care Fund. (Appendix 7: BCF Dashboard)

Bi-monthly public reports on the delivery of Better Care are circulated to the Council's Cabinet, the CCG's **Governing Body and the Health and Wellbeing Board**. In this way, we will ensure that the leadership of the CCG and the Council have clear, shared visibility and accountability in relation to all aspects of the joint fund.

There has been effective engagement at the **political interface with a BCP Task and Finish Group**, this was a local authority member chaired scrutiny group and evaluates the performance of the plan **on behalf of the Health Select Committee**. This further enhanced the accountability of the better care plan and ensures a stronger connection with the local community it serves through their elected representatives which reported and made recommendations which are being acted on.

Public engagement: is at the heart of the JSNA and there is a commitment to action and ongoing evaluation across each of the key schemes and we will be moving the system to a daily review of core activity and performance indicators..

Older People's Reference Group and with Healthwatch Wiltshire to ensure that we develop **our patient and customer feedback and can respond to people's views**. The work we have taken forward with Healthwatch Wiltshire has been recognised nationally as a good example of proactive patient engagement on the Better Care Plan.

We engage with each of the **18 Area Boards in Wiltshire** ensuring the key messages and priorities of our better care plan are heard as widely as possible. The plan will then be **monitored by NHS England** through the quarterly review process. An established risk management framework is in place and the plan is also subject to review via the **Board Assurance Framework**.

Wiltshire's approach to evaluation

Evaluation of the performance of BCF Schemes is regularly reported to the Health and Wellbeing Board, specifically to demonstrate the impact of the BCF in terms of admission avoidance and systems flow.

The Joint Commissioning Board considers business cases for new schemes and recommendations for continuation or conclusion of schemes. In addition, the Council's Health Select Committee have established a specific task group to scrutinise the impact of BCF schemes.

The impact of BCF schemes is measured in terms of the following:

- **Performance against Key Performance indicators and BCF metrics** . For example, the Urgent Care at Home Scheme is monitored through contract review for admission avoidance, hospital discharges supported, and average length of stay; the HomeFirst scheme has a comprehensive performance dashboard which measures success against the original business case and is reviewed by commissioners each month; a monthly intermediate care report sets out the effectiveness of intermediate care beds in terms of numbers of people supported, numbers of hospital discharges supported and admissions avoided, average length of stay and delayed transfers home.

- **Performance against outcome measures**. For example, Quarterly outcomes reports from the provider of services to unpaid carers indicating how services address the outcomes set out in the Joint Carers Strategy. These reports include a variety of metrics, and also carer stories and case studies.

- **Customer feedback**. For example, the BCF has funded Healthwatch to undertake impact reports on patient experience, including hospital discharge services; services for unpaid carers; Home First pilots.

- **Full independent evaluation reports for specific schemes**. For example, a recent evaluation of the Fracture Liaison Service funded from the BCF

- **Annual stocktake, gap analysis and evaluation** of each work streams to inform commissioning intentions and planning for following financial year.

Inequalities & Equalities Act

Wiltshire Council and NHS Wiltshire CCG are firmly committed to the principles of equality and inclusion in both employment and service provision. We are keen to celebrate the diversity of people who live and work in Wiltshire. This means making our services accessible to all, treating people fairly and providing a fully inclusive working environment. Wiltshire is a relatively affluent county with a lower than average representation of BME communities, that said there are pockets of deprivation across Wiltshire. In establishing the Better Care Fund schemes we used data from the local JSNA to ensure that the schemes and services provided are available to all regardless of where they live, there gender, ethnicity or sexual orientation. The aim of the health and wellbeing strategy is to reduce inequalities across Wiltshire.

The JSNA in Wiltshire provides benchmarking information for Wiltshire against the England, South West and our ONS Statistical Neighbours, this provides good data to help understand where outcomes are better and where we might usefully learn from others. In developing the Home First scheme we have visited other local authority areas both regionally and nationally to understand how there schemes work and what aspects would work in Wiltshire and what aspects might struggle.

Wiltshire Council is an active member of the South West ADASS and supports the benchmarking of adult social care performance on a quarterly basis. NHS Wiltshire CCG uses the services of the SCW CSU and Commercial organisations to help understand performance and capture best practice ideas from across the country and internationally.

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Assessment of Risk/Risk Management

A separate risk register is in the Appendix 4. The most significant risks for the BCP can be summarised as:

Leadership and culture change to deliver integration is assessed as a risk. **The Wiltshire Better Care Plan receives full support from the organisations' leadership teams, the cabinet member for Adult Social Care, the Health and Wellbeing Board and the JCB**. Current vacant posts (DASS and CAO) are held by experience and stable interim postholders. A new joint leadership structure has been agreed and a plan is in place to recruit a joint DASS/CAO. **To support new operational models culture change will be required for staff at all levels**, including leadership, across partners, providers and the voluntary sector to influence a change in culture long term. Performance management frameworks for providers and employees will be adopted, as well as clear communications to service users to help facilitate change.

Demand on the acute care system is the health and social care economies biggest risk to sustainability as emergency admissions continue to be over plan with growth being experienced at a higher level in the 0-64 age groups. **The Wiltshire Better Care Plan** can demonstrate positive impact in terms of reducing the volume of avoidable emergency admissions and managing the significant growth in the frail elderly cohort, however further progress is required to reduce demand and to reduce the increased levels of **delayed transfers of care.** A DTOC plan has been developed and particular actions are underway impacting on acute and community settings.

The impact of demand upon capacity and the impact on the workforce. Pressures on recruitment and retention of appropriately skilled and experienced staff. A key focus for 2017/18 is to increase care capacity across the system and Home First will be a key scheme in this regard alongside the council's development of a Reablement Service to manage demand and release capacity any additional actions that can be prioritised locally from the eight high impact changes self-assessment. We are **developing a revised joint workforce plan** across the whole system.

Financial allocations and the scale of financial pressures and savings required across the partnership will impact on the ability of partners to commit to new initiatives beyond the BCP, therefore it is critical that partners maintain delivery across the BCF plan metrics and national conditions as well as deliver a medium view of transformation for the next 2 years. **To achieve this even more rigour will be applied to benefits realisation with more sophisticated, integrated and co-produced methodologies for risk modelling and reducing impact.** In addition, unexpected CQC related issues requiring alternative care arrangements could result in a financial pressure within the BCF and are being proactively managed through robust contingency planning and the adoption of a fair pricing mechanism in the market

Assessment of Risk/Risk Management (2) Appendix

Issues around Information Governance and the sharing of data is a risk which we are actively working on. This builds on the work on the **Single View of the Customer project** which has been ongoing in Wiltshire for a couple of years.
Risks to delivery are currently identified and discussed at the most appropriate level, initially this would be the BCF Finance and Governance Group meeting; where this meeting is able to manage or mitigate the risk it will or it will escalate to the Joint Commissioning Board. If the Joint Commissioning Board requires further advice or authority the matter will be referred to the Wiltshire Health & Wellbeing Board.

Going forward in 2017-18 the establishment of a integrated Programme Management Office (PMO) between the Council and CCG, is being explored. This office will then provide the understanding of project performance and associated risk and refer that to the relevant board for decision or management. In 2018-19 the integration of the PMO function will strengthen the governance going forward.

Building upon previous evaluations of schemes, a stocktake, gap analysis and evaluation of the Better Care schemes and Improved Better Care Schemes will be undertaken in 2017/18. Going forward the PMO will undertake a prince 2 function of the ongoing Better Care Fund and schemes. This will allow the Joint Commissioning Board and Health and Wellbeing Board to further evaluate the effectiveness of the scheme and approve changes to its scope and structure where this is felt appropriate. This team will be supported by Wiltshire Council, Public Health and Clinical Commissioning Group to ensure the reviews also look at the impact on inequalities.

Section 10: National metrics

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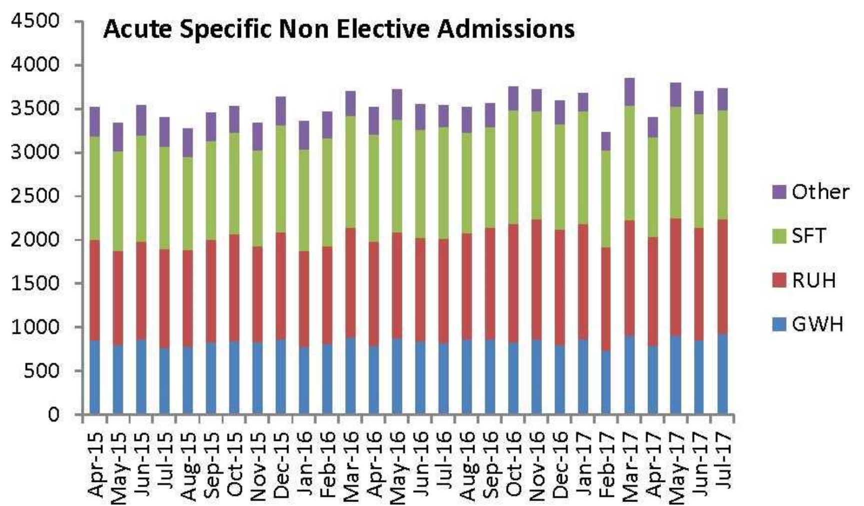
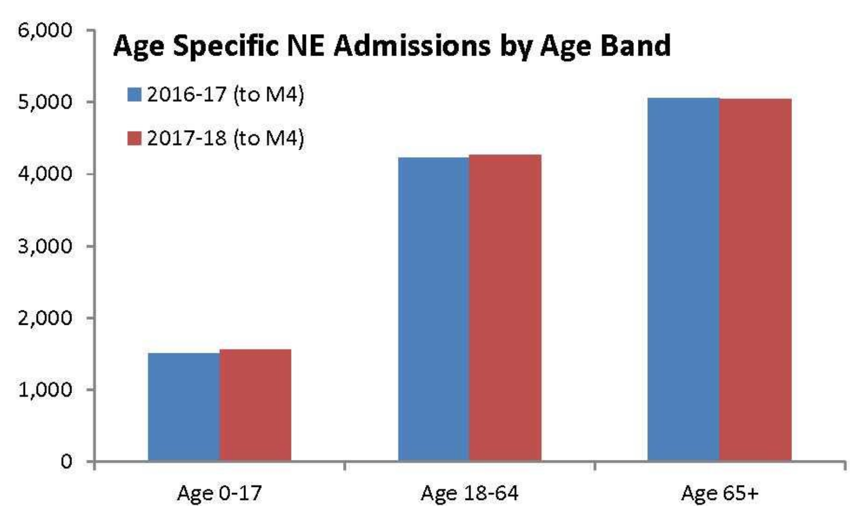
National Metrics 1 – Emergency Admissions

Benchmarking data for Wiltshire shows we have one of the lowest rates of emergency admissions for the population aged 65 and over in England. As a result we are not setting targets for further reductions in admissions as part of the Better Care Fund. Some of the schemes funded by the Better Care Fund are designed to support other admission avoidance activity to help the CCG contain the growth in these admissions.

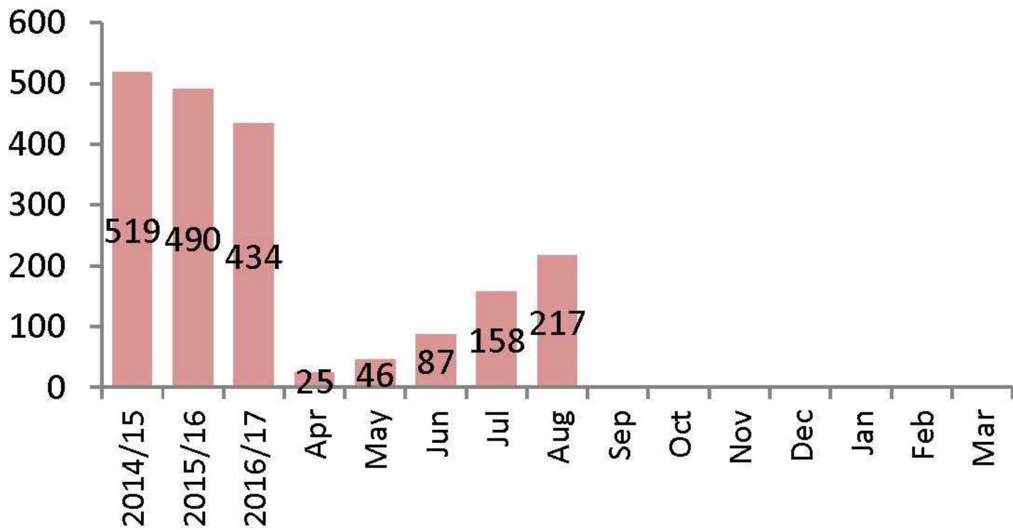




National metrics 2 – Care Home Admissions

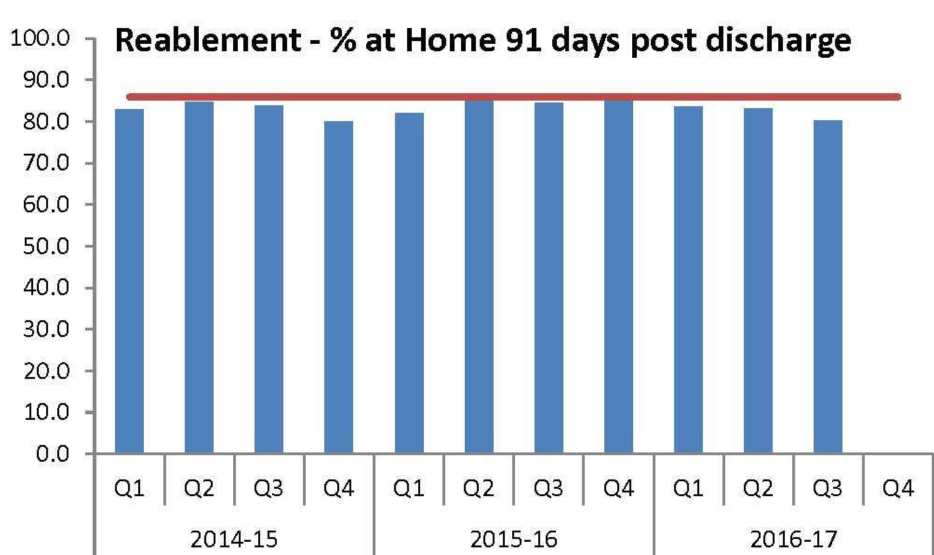
Historically in Wiltshire we have had a low rate of permanent admissions to care homes, meaning substantial reductions are unrealistic. Our target is to continue a trajectory of small reductions in this target. Our aim is to continue with small reductions in the numbers which result in a decreasing rate due to our increasing elderly population. This will be achieved through the focus on prevention and the investment in Community Care.

Target 2017-18 – 525
Target 2018-19 – 500



National metrics 3 – Reablement effectiveness

Additional funding for adult social care provides an opportunity to develop and implement a transformation plan for the adult social care service; invest in development of reablement services in the county and further develop the domiciliary care market to ensure adequate capacity in the market to enable people to maximise their independence and remain at home. This work will help to improve the flow from the acute providers and throughout the whole system. The target is to improve the proportion of people able to remain at home post discharge from hospital.



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National metrics (4)

Indicator1 &2	2017/18 Target and Target Basis	Notes & Key Drivers
Delayed Transfers of Care *(Delayed transfers of care from hospital per 100,000 population.)*	***2017/18 trajectory proposes delivery of 1,325 lost bed days in December 2017.*** *The High Impact Change Model plan will underpin the delivery plan and the new service models in 2018 provide a framework for sustaining delivery* Wiltshire is committed to improving the performance of transfers of care for our residents.	Has the metric taken into account performance to date and current trajectory and are schemes in place to support the target? Yes, recognising the risk to sustaining performance due to new integrated services planned for 2018 Have all partners agreed a metric for planned reductions in delayed transfers of care across the geography of the BCF plan? Does the metric take account of the indicative reductions in DToCs published by the Department of Health? Yes Have clear metrics been set for reductions in NHS attributable delays, Social Care attributable delays and jointly attributable delays that reflect the indicative reductions? Yes Does the narrative set out the contribution that the BCF schemes will make to the metric including an analysis of previous performance and a realistic assessment of the impact of BCF initiatives in 2017/19 towards meeting the ambition set out in the local A&E improvement plan? Yes Have NHS and social care providers been involved in developing this plan? Yes **Appendix 1 DTOC plan and Appendix 2 High Impact Changes**

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17/18 DToC plans 21 July submission to NHSE (1)

The Better Care Plan has over the last 3 years taken the lead for:

• Co-ordinating system actions in relation to managing delayed transfers of care
• Developing the system DTOC Action Plan and the associated capacity management plan for Wiltshire
• Chairing the system wide DTOC Steering Group
• Commissioning and funding all the key operational services and initiatives relevant to this agenda. For example the Better Care Plan funds intermediate care, help to live at home, access to care and invest in the protection of core social care services.

It should be recognised this approach is one which is well established across the Wiltshire system establishing processes to manage any increased demand across the system and ensure we maintain high quality patient care in times of system challenge as well as a range of other associated services and programmes.

For Wiltshire our approach will build on what is currently in place and maximise capacity appropriately for the right patients at the right time.

The focus is very much "business as usual" with the aim that our approach continues to be embedded into the day to day practice of all staff across the system tor bring identifiable benefit to patients even when the system is under pressure.

The Wiltshire system is in a strong position to respond to NHS England requirement for the development of a Wiltshire DTOC plan as we have taken a system wide approach since 2014 in relation to the reduction of delayed transfers of care and non-elective length of stay. This commitment is clearly demonstrated in our commissioning intentions and the approach we are taking to flagship schemes such as integrated discharge (home first approaches). The completion of the High Impact Challenges summary has provided the foundation to undertake a refresh of the DTOC plan in 2017/2018 (Appendix 1) and will be supported by a DTOC Board under development.

17/18 DToC plans 21 July submission to NHSE (2)

	Jul-17	Aug-17	Sept-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18
Total Delayed Days	1749.4	1599.5	1449.6	1349.6	1274.6	1324.6	1324.6	1199.7	1199.7
NHS Delayed Days	1,079.2	977.3	872.8	808.5	759.2	794.2	794.2	702.9	702.9
ASC Delayed Days	552.8	510.0	466.0	431.7	406.9	421.4	421.4	388.9	388.9
Both Delayed Days	117.4	112.2	110.7	109.4	108.6	109.1	109.1	108.0	108.0

This presents the high level trajectory submitted in July 2017 for Delayed Days, under pinning this is a detailed breakdown by provider and responsibility. Further analysis on reasons for delay is also being undertaken to provide information to support providers and commissioners to work together to ensure effective management of delays across the system.

Wiltshire BCF Performance Review – Dashboard Appendix 7

For the last 3 years we have developed and evolved a dashboard which covers the national BCF indicators, underlying metrics, such as admissions to hospital from care homes, which underpin the overall performance and performance of the main BCF funded schemes, such as Urgent Care at Home and Intermediate Care Beds. The dashboard provides a summary picture as well as detailed trend analysis and provider breakdown to allow for detailed discussions about issues with outcomes and performance to be discussed.
The dashboard is reviewed monthly at our Joint Commissioning Board, The BCF Finance & Governance Group meeting and the CCG Governing Body meeting, which also includes a summary report on performance and its links to the CCG QIPP schemes. This provides an opportunity for the Council, CCG and partners to consider the performance of the schemes and if they are continuing to deliver the outcomes which are expected. For new schemes, such as the Home First Pilot in Salisbury and the Fracture Liaison Service at SFT full evaluations were undertaken and considered at the Joint Commissioning Board which then decides on ceasing or continuing funding.

Code	Indicator Name	Defn.	RAG	Change	Current Value	Current Period	Last Value	Last Period	Last Update	Target Value	Target Period	Commentary	Comments	BCF Scheme Impact	Source
National Metrics – Better Care Fund															
BCF 4.1	Specific Acute Non Elective Admissions	Number of Specific Acute NE Admissions		→	11,131	Jul '17 - Sept '17 (Based on July-17 & Aug-17)	10,616	Jul '16 - Sept '16	09-Oct-17	10,599	Apr-17 to Jun-17	Overall for 2016-17 the CCG saw a 4.0% (1,658 admissions) increase in emergency admissions (excluding Maternity admissions). In 2017-18 to M5 there has been an increase of 1.2% (212 admissions)	[illegible] growth is being seen at [illegible] (6.7%), GWH is broadly similar (0.8%) while SFT has seen a reduction (1.2%) as have other out of area hospitals. [illegible] Under 18s are down 2.6% (69 admissions), Age 18 to 64 are up 3.5% (247 admissions) while Age 65+ are similar at +0.4% (34 admissions). RUH has seen the biggest rise 5.7% (412 admissions). GWH have seen a smaller rise of 0.8% (36 admissions) while SFT has seen a reduction of 1.1% (65 admissions)		SUS - Acute Specific Admissions
		Rate per 100,000 population of Specific Acute NE admissions		→	2,321	Jul '17 - Sept '17 (Based on July 17)	2,204	Jul '16 - Sept '16	09-Oct-17	2,200	Apr 17 to Jun 17	The rate of admission is slightly higher than target, reflecting the bigger increase in admissions than expected.			SUS - Acute Specific Admissions
BCF 4.2	Permanent admissions to residential or nursing homes.	Number of permanent admissions to care homes		↑	246	Aug-17	2[illegible]7	Aug-17	05-Oct-17	52[illegible]	2017-18	There was [illegible] increase of 31 permanent admissions to care homes in September which is a reduction on the last couple of months and close to the monthly average seen during 2016-17 of around 36 which was slightly lower than that seen in 2015-16 (43). A simple forecast for year end based on the first 6 months would be around 500 which is close to the 525 target. Provisional work on the data suggests up to 20% of the current picture could be wrongly coded, it is envisaged we will get an updated picture			SALT Tables
		Rate per 100,000 population of permanent admissions to care homes		↑	500	2017-18 (Single FOT)	525	2017-18 (Single FOT)	05-Oct-17	525	2017-18				
BCF 4.3	Reablement	% of people discharged to rehabilitation who are still at home 91 days post discharge.		↓	70.0	Jan '17 to Mar '17 Discharges	71.5	Oct '16 to Dec '16 Discharges	05-Oct-17	[illegible]%	2016-17	This represents all discharges supported by the Neighbourhood Teams, ISF Clients and IC bed patients discharged from hospital Jan to March 2017. This shows a further slight reduction in the percentage [illegible] last quarter and is under the BCF target. The number of deaths in all areas suggest this might not reflect those genuinely being offered reablement. Due to issues with obtaining the detailed data from the Community Health Team the actual ASCOF submission will reflect just IC and	74 ([illegible]) NT - 80.3 (83.7) IC - 70.7 (65.1) ISF - 78.6 (65.0)		NT & Care First
BCF 4.4	Delayed transfers of care (Days)	Average number of delayed days in the month.		↑	6,700	Jul-17 to Sept-17 (Based on Jul 17)	7,425	Apr 17 to Jun 17	14-Sep-17	4,000	Apr 17 to Jun 17	This is the latest data as published by NHS England, which showed 2,589 delayed days in July compared to 2,589 in June. The forecast for the quarter shows the total number of delayed days would be around 2,000 higher than the BCF target of 4,800. The main reason for people being delayed in hospital remains the capacity within the domiciliary care market. Wiltshire Council commissioners are actively looking at this. Wiltshire Health and Care have now recruited the majority of their Rehabilitation Support Worker Posts and are starting to implement the Home First Model	In July SFT was under the target but all other Trusts were over the target		NHS England
		Rate per 100,000 population of		↑	70	Jul-17 to Sept-17 (Based on Jul	41	Apr 17 to Jun 17	14-Sep-17	34	Apr 17 to Jun 17				NHS England

Highlights | Summary | NE Adms by Provider | BCF2 - Reablement by Provider | BCF3 - Overall DTOC by Provider | Detail DTOC by Provider

M-21164967-1

Wiltshire DTOC Plan 2017/18

NHS Wiltshire CCG and Wiltshire Council has substantial amounts of activity at 3 major Acute Trusts, Wiltshire support the A&E delivery boards at each of those trusts and develops specific support for each trust to maximise the opportunity to reduce delayed transfers of care.

At this time we are currently supporting (not exclusive list) the trusts in the following ways:

- Continuing to support Integrated Discharge Service
- Working with Help to Live at Home provider to secure additional packages of care
- Establishing Home First Model in Q3 2017 and moving into 2018
- 9 extra step down intermediate care beds to support patients no longer in need of acute care and awaiting care at home or placement.
- Additional Reablement Domiciliary Care Capacity for 9 months specifically to support the hard to isolated outlying areas which have always been a difficult area to provide adequate home care.
- Age UK Home from Hospital Service
- Additional private ambulance transport to support people getting home

This additional support over and above the business as usual and response to winter designed to ensure our focus remains on achievement of the DTOC trajectory while we await the system wide ASC transformation and establish the new reablement model in 2018-19.

Section 12: Appendices

Appendix 1: Delayed Transfers Plan
Appendix 2: High Impact Changes Assessment
Appendix 3: DTOC milestone tracker
Appendix 4: Risk Register
Appendix 5: Key documents and Hyperlinks
Appendix 6: Joint Commissioning Board ToR
Appendix 7: BCF Dashboard

Appendix 5: Key documents and links

Documents policies and journals accessed through the hyperlinks are set out below:

Slide Number	Narrative section	Hyperlink
Slide 3-14	Vision & priorities	• Health and Wellbeing Strategy (http://www.wiltshire.gov.uk/downloads/1621)
Slide 13	BSW STP	• http://www.bathandnortheastsomersetccg.nhs.uk/assets/uploads/2016/04/BSW-STP-Final-14-12-16.pdf
Slide 15-20	JSNA Demographics	• HWB JSNA (http://www.intelligencenetwork.org.uk/health/jsa-health-and-wellbeing/) • Community Area JSA () http://wiltshirejsa.org.uk/
	JSNA/ Population profile	• Wiltshire Health profile 2017 (http://fingertipsreports.phe.org.uk/health-profiles/2017/e06000054.pdf) • Wiltshire PHOF Aug 2017 (http://fingertipsreports.phe.org.uk/public-health-outcomes-framework/e06000054.pdf)
	Protecting Social Care Services	• https://www.gov.uk/government/publications/adult-personal-social-services-revenue-funding-2017-to-2018
Slide 55,56,&57	iBCF funding contributions	• https://www.gov.uk/government/publications/the-allocations-of-the-additional-funding-for-adult-social-care
	Health &Wellbeing ToR	• http://cms.wiltshire.gov.uk/mgCommitteeDetails.aspx?ID=1163
	Joint Commissioning Group	• Ratified 20 September 2017 (attached in body of submission)
	Integrated Performance and Governance Group (BCF)	• ToR to be provided -

SCHEDULE 7 – POLICY FOR THE MANAGEMENT OF CONFLICTS OF INTEREST

Council's conflict of interest policy

Set out in Part 15 of the Council's Constitution available here:

http://cms.wiltshire.gov.uk/documents/s120489/Part%2015%20-%20Human%20Resources%20Code%20of%20Conduct.pdf

WCCG's conflict of interest policy

Referred in Part 8 of WCCG's Constitution available here:

http://www.wiltshireccg.nhs.uk/wp-content/uploads/2017/04/NHS-Constitution-2017.06.01.pdf

SCHEDULE 8 – BETTER CARE FUND PLAN BUDGET 2017/19

2017-2018 Financial Contributions

These are as referred in Appendix 2 to the JCB Report (for meeting held 25 May 2017).

2018-2019 Financial Contributions

As discussed and agreed at the Joint Commissioning Board meeting held 24 January 2018

Line No.	Change Model	Scheme	Approved and Committed	Total Approved, Committed and Unallocated
		Intermediate Care		
1	Home first/discharge to assess	Step Up/Down Beds	2,900,000	2,900,000
2	Early Discharge Planning	Therapy	823,476	823,476
3	Home first/discharge to assess	Intermediate Care Social Work	870,000	870,000
4	Home first/discharge to assess	Intermediate Care Programme Manager	57,595	57,595
5	Enhancing health in care homes	Mental Health Liaison	203,615	203,615
6	Home first/discharge to assess	HTLAH Support for Community LA	664,898	664,898
6a	Home first/discharge to assess	HTLAH Support for Community CCG	645,435	645,435
6b	Home first/discharge to assess	HTLAH Support for Community CCG	190,145	190,145
7	Home first/discharge to assess	Step Up Beds (Wiltshire Health & Care)	862,024	862,024

8	**Home first/discharge to assess**	**SHARP - Social Care Help & Rehabilitation Project**	**60,420**	**60,420**
9	**Systems to manage patient flow**	**SPA Support for STARR**	**65,880**	**65,880**
10	**Programme office, internal staff**	**One Number**	**150,660**	**150,660**
11	**Enhancing health in care homes**	**Community geriatrics**	**112,210**	**112,210**
12	**Seven-Day services**	**End of life care - 72 hour pathway**	**204,000**	**204,000**
13	**Home first/discharge to assess**	**GP Cover**	**282,000**	**282,000**
14	**Home first/discharge to assess**	**Community Services**	**892,325**	**892,325**
14a	**Home first/discharge to assess**	**Community Services**	**2,780,003**	**2,780,003**
15	**Home first/discharge to assess**	**Rehabilitation Support Workers**	**645,291**	**645,291**
15a	**Home first/discharge to assess**	**Rehabilitation Support Workers**	**580,728**	**580,728**
16	**iBCF Protecting Adult Social Care**	**iBCF Grant**	**7,100,000**	**7,100,000**
		Intermediate Care	**20,090,705**	**20,090,705**
			£	**£**
		Access, Rapid Response, 7-day working		
17	**Preventative Services**	**Medvivo - Telecare Response and Support**	**1,340,000**	**1,340,000**
18	**Home first/discharge to assess**	**Additional Hospital Social Care Capacity**	**700,000**	**700,000**
19	**Focus on choice**	**Self-funder Support - CHS**	**300,000**	**300,000**
20	**Multi-disciplinary / multi-agency discharge teams**	**Medvivo - Acute Trust Liaison**	**144,536**	**144,536**

20a	Multi-disciplinary / multi-agency discharge teams	Medvivo - Acute Trust Liaison	233,814	233,814
21	Systems to manage patient flow	Medvivo - Simple Point of Access & Additional RR Hub	339,199	339,199
22	Multi-disciplinary / multi-agency discharge teams	Medvivo - Additional RR Hub	244,100	244,100
23	Home first/discharge to assess	Medical Room	5,760	5,760
24	Home first/discharge to assess	Leg Club Accommodation	21,000	21,000
25	Home first/discharge to assess	Urgent Care at Home Domiciliary Care	538,032	538,032
		Access, Rapid Response, 7-day working	3,866,441	3,866,441
26	Protecting Adult Social Care	Care Act	2,500,000	2,500,000
		Care Act	2,500,000	2,500,000
			£	£
		Self Care, Self Support (Prevention)		
27	Preventative Services	Carers - CCG contribution to Pool	756,000	756,000
28	Preventative Services	Carers - Voyage respite	60,000	60,000
29	Preventative Services	Carers - LA contribution to Pool (Adults)	576,000	576,000
29a	Preventative Services	Carers - LA contribution to Pool (Childrens)	72,674	72,674
30	Focus on choice	Info & Advice Portal content management (Healthwatch)	37,000	37,000
31	Programme office, internal staff	Public Health Prevention - Training, etc.	100,000	100,000
		Self Care, Self Support (Prevention)	1,601,674	1,601,674
			£	£

		Protecting Social Care		
32	Protecting Adult Social Care	Maintaining services	1,833,000	1,833,000
32a	Protecting Adult Social Care	Maintaining services	6,600,000	6,600,000
33	Protecting Adult Social Care	Complex care packages	400,000	400,000
34	Multi-disciplinary / multi-agency discharge teams	Strengthening QA	350,000	350,000
		Protecting Social Care	9,183,000	9,183,000
35	Programme office, internal staff	Invest in Engagement (Healthwatch)	100,000	100,000
		Service User Engagement	100,000	100,000
36	DFG	DFG	2,792,249	2,792,249
		Disabled Facility Grant	2,792,249	2,792,249
			£	£
		BCP Management and Administration		
37	Programme office, internal staff	Finance & Performance / Admin / PMO / Business Analyst and Joint Director	383,200	383,200
		BCP Management and Administration	383,200	383,200
38	Home first/discharge to assess	Integrated Equipment - Local Authority (Adults)	1,547,500	1,547,500
38a	Home first/discharge to assess	Integrated Equipment - Local Authority (Children)	293,500	293,500
39	Home first/discharge to assess	Integrated Equipment - CCG (excluding continence)	3,385,000	3,385,000
		Integrated Community Equipment Service - ICES	5,226,000	5,226,000
40	Contingency	Unallocated	0	808,877

		Previous Year Adjustments & Unallocated	**-**	**808,877**
		TOTALS	**45,743,269**	**46,552,146**