Dated **2023**

(1) **WEST SUSSEX COUNTY COUNCIL**

And

((2) **NHS SUSSEX INTEGRATED CARE BOARD**

FRAMEWORK PARTNERSHIP AGREEMENT RELATING TO THE COMMISSIONING OF HEALTH AND SOCIAL CARE SERVICES THROUGH THE BETTER CARE FUND

	Version control		
	Dated	**Author**	**Circulation**
Draft 1.0	26.07.23	PK: Updated for 20232/24 with term of 1st April 2023 to 31st March 2024, and complete replacement of Schedules 2, 3, and 4 reflecting the 2022/23 BCF plan. Not tracked.	N/A
1.1	29.08.23	PK/RS: Full replacement of Schedules 2, 3, and 4, and removal of Schedule 9 (ICES Memorandum of Agreement) – Not tracked for clarity. Tracked changes for discontinuation of the Finance Subgroup, changes to Schedule 8, and other minor changes.	Clare Hughes, Chris Salt, Chris Clark, Carla Moody
2	12.09.23	Updated governance diagram (not tracked), updates following first review around, and inclusion of additional Disabled Facilities Grant funding (tracked).	Clare Hughes, Chris Salt, Chris Clark, Carla Moody
2.1	18.09.23	No updates following second review round. Tracked changes accepted.	For distribution to Joint Commissioning Strategy Group members.
FINAL	12.10.23	Version for signing following completion of reviews.	

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THIS AGREEMENT is made on the day of 2023

BETWEEN:

(1) **West Sussex County Council** of County Hall, West Street, Chichester, West Sussex PO19 1RG (the **"Council"**); and

(2) **NHS Sussex Integrated Care Board** of Wicker House, High Street, Worthing BN11 1DJ (the "ICB"))

Each a "**Party**" and together "**the Parties**".

BACKGROUND

(A) The ICB is a statutory body with the general function of arranging for the provision of services for the purposes of the health service in England and is an NHS body for the purposes of the 2006 Act.

(B) The Council is a local authority established under the Local Government Act 1972 (as amended) and has a health and social care department responsible for various services commissioned by the Council e.g., the protection and support of vulnerable adults and children. The Council commissions such services for the relevant client group.

(C) The ICB and the Council have duties and powers to provide care to the relevant client group and section 82 of the 2006 Act requires both local authorities and NHS bodies when exercising their respective functions to co-operate to secure and advance the health and welfare of the people of England and Wales. Furthermore, under relevant guidance, local authorities and NHS bodies are encouraged to consider partnership working, including Lead Commissioning and pooled funding under the Act. Section 75 of the 2006 Act, and the Regulations, allow for local authorities and NHS Bodies to set up joint working arrangements.

(D) The ICB and the Council have agreed to enter into a partnership arrangement (which includes Lead Commissioning) pursuant to section 75 of the 2006 Act and the Regulations.

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

(F) The ICB and Council are committed to ensuring that the arrangements set out in this Agreement assist in the delivery of the aims and objectives set out in the West Sussex Better Care Fund Plan.

(G) As at the Commencement Date, the Parties shall establish and maintain a 'Better Care Fund' Pooled Fund which is made up of contributions from the ICB and the Council. Commitments and payments may be made by the Commissioning Partner towards expenditure incurred in the exercise of any NHS Functions or Health Related Functions to deliver the Schemes they are Commissioning Partner for and as agreed by Joint Commissioning Strategy Group and in accordance with this Agreement.

(H) The ICB and the Council have, in accordance with Regulation 4(2) of the Regulations, considered whether there are persons affected by these arrangements. They consider that service users are not affected since the arrangements are administrative and financial in nature. The client group will be consulted upon actual service commissioning or changes to service commissioning before these are implemented.

(I) The ICB and the Council have approved the terms of this Agreement and agree to work together in accordance with the terms of the Agreement.

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:

2006 Act means the National Health Service Act 2006.

Additional Discharge Fund means the additional monies to support timely and safe discharge from hospital into the community by reducing the number of people delayed in hospital awaiting social care. The funding is payable as both a Local Authority Grant (https://www.gov.uk/government/publications/social-care-funding-grant-determination-for-2023-to-2024/discharge-fund-grant-determination-2023-to-2024) and an ICB Allocation, to be spent by 31st March 2024, with the requirement that it is pooled into local BCF section 75 agreements.

Agreement means this agreement including its Schedules and Appendices.

Approved Expenditure means any additional expenditure approved by the Partners in relation to an individual Service above any Contract Price and scheme payments.

Approved Better Care Fund Plan means the BCF income, expenditure, and scheme plan presented to West Sussex Health and Wellbeing Board on20 July 2023.

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

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

Better Care Fund Manager means the officer jointly appointed by the Partners to that position. The Better Care Fund Manager role is to enable BCF planning and delivery to be coordinated and managed effectively and efficiently and to ensure that all necessary BCF planning, monitoring and reporting processes are in place. The role is funded through ICB contribution and will be deployed on behalf of all the Partners.

Better Care Fund Metrics means the national performance metrics as set out in the Better Care Fund Plan and described in Schedule 4 of this Agreement.

Better Care Fund Schemes means the Schemes and services within them that are provided through Pooled Funding as agreed by the Joint Commissioning Strategy Group.

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

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

Commencement Date means 00:01 hours on 1st April 2023.

Commissioning Partner means the Partner responsible for commissioning a Scheme as set out in clause 4.4.

Committed Funding means funding from the Pooled Fund that is used to fund the Schemes as set out in Schedule 3 – Committed Funding.

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

(a) Which comprises Personal Data or Special Category Personal Data or which otherwise relates to any Service User or his treatment or medical history;

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

(c) Which is a trade secret.

Contract Price means any sum payable under a Services Contract as consideration for the provision of goods, equipment or services as required as part of the Services and which, for the avoidance of doubt, does not include any Default Liability.

Default Liability means any sum which is agreed or determined by Law or in accordance with the terms of a Services Contract to be payable by any Partner(s) to the Provider as a consequence of (i) breach by any or all

of the Partners of an obligation(s) (in whole or in part) under the relevant Services Contract or (ii) any act or omission of a third party for which any or all of the Partners are, under the terms of the relevant Services Contract, liable to the Provider

DPA means the Data Protection Act 2018 and associated regulations and official guidance.

Finance Lead means the nominated **Authorised Officer** of each partner who leads on financial issues and makes recommendation to the **Joint Commissioning Strategy Group**.

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

Financial Year means the financial year running from 1 April 2023 and ending 31 March 2024.

Force Majeure Event means one or more of the following:

(a) war, civil war (whether declared or undeclared), riot or armed conflict;
(b) acts of terrorism;
(c) acts of God;
(d) fire or flood;
(e) industrial action;
(f) prevention from or hindrance in obtaining raw materials, energy or other supplies;
(g) any form of contamination or virus outbreak; and
(h) any other event,

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

Functions means the NHS Functions and the Health Related Functions.

General Data Protection Regulation/GDPR means Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and from 31 December 2020 means the UK GDPR, as retained in UK law.

Host Partner means the Council which is the Host Partner for the Pooled Fund.

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

Health Related Functions means those of the health related functions of the Council, specified in Regulation 6 of the Regulations as are relevant to the commissioning of the Services and which may be further described in the relevant Scheme Summary.

Improved Better Care Fund means the monies that will be paid directly to West Sussex County Council as a direct grant under Section 31 of the Local Government Act 2003 for adult social care and includes the abbreviation, “iBCF”.

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.

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

Joint Commissioning means arrangements by which two or more Partners commission, together, a Service in relation to a Scheme. For the avoidance of doubt, a joint commissioning arrangement does not involve the delegation of any functions pursuant to Section 75 of the 2006 Act.

Joint Commissioning Strategy Group (JCSG) means the West Sussex Joint Commissioning Strategy Group responsible for review of performance and oversight of this Agreement or any such bodies/groups that may be set up with the agreement of all Parties and confirmed by the Health and Wellbeing Board to manage the Better Care Fund.

Law means:

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

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

(c) Any judgment of a relevant court of law which is a binding precedent in England.

Lead Commissioning Arrangements means the arrangements by which one Partner commissions Services in relation to a Scheme on behalf of the other Partners in exercise of both the NHS Functions and the Health Related Functions.

Lead Commissioner means the Partner responsible for commissioning with 'services under Lead Commissioning Arrangements.

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

Month means a calendar month.

National Conditions mean the national conditions as set out in the NHS England Better Care Fund Planning official guidance as are amended or replaced from time to time.

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

Non Pooled Fund means the budget detailing the financial contributions of the Partners which are not included in a Pooled Fund in respect of a particular Scheme

Non-Recurrent Payments means funding provided by a Partner to a Pooled Fund in addition to the Financial Contributions pursuant to arrangements agreed in accordance with Clause 8.7.

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

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

Permitted Budget means the budget that the Partners have set in relation to a particular Scheme.

Permitted Expenditure means expenditure permitted by the Partners from the Pooled Fund to comprise the Contract Price under Service Contracts, the Permitted Budget and Approved Expenditure.

Personal Data (as defined by the DPA and the GDPR) means any information relating to an identified or identifiable natural person ('data subject') An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

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

Pooled Fund Manager means such officer of the Host Partner (which includes a Section 113 Officer under the Local Government Act 1972) for the relevant Pooled Fund established under a Scheme and nominated by the Host Partner from time to time to manage the Pooled Fund in accordance with Clause 8.

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

Public Health England means the Secretary of State for Health and Social Care trading as Public Health England.

Quarter means each of the following periods in the Financial Year and "**Quarterly**" shall be interpreted accordingly:

- Quarter 1 (Q1) shall be 1st April to 30th June 2023
- Quarter 2 (Q2) shall be 1st July to 30th September 2023
- Quarter 3 (Q3) shall be 1st October to 31st December 2023
- Quarter 4 (Q4) shall be 1st January to 31st March 2024

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

Scheme Summary means a specification setting out the arrangements for a Scheme agreed by the Partners to be commissioned under this Agreement.

Scheme means such health and social care services as are agreed in writing from time to time by the Partners as commissioned under the arrangements set out in this Agreement which will include the Schemes as set out in Schedule 3 and any new Committed Funding Schemes agreed by the Joint Commissioning Strategy Group.

Services means the services commissioned in respect of the Schemes.

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

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

Special Categories of Personal Data (as defined by GDPR) means Personal Data relating to:

1. The racial or ethnic origin of the data subject;
2. Their political opinions;
3. Their religious beliefs or other beliefs of a similar nature;
4. Whether a member of a trade union (within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1998;
5. Genetic data;
6. Biometric data for the purpose of uniquely identifying a natural person;
7. Their physical or mental health or condition;
8. Their sex life or sexual orientation.

Term means one (1) year from the Commencement Date plus any extension(s) under clause 2.

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

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

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

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

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

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

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

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

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

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

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

1.11 Unless expressly stated otherwise, all monetary amounts are expressed in pounds sterling but in the event that pounds sterling is replaced as legal tender in the United Kingdom by a different currency

then all monetary amounts shall be converted into such other currency at the rate prevailing on the date such other currency first became legal tender in the United Kingdom.

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

1.13 References to an agreement by the Joint Commissioning Strategy Group shall mean agreement recorded (1) by minutes of the Group and/or (2) in writing by authorised representatives of each of the members of the Joint Commissioning Strategy Group.

2 TERM

2.1 This Agreement shall take effect on the Commencement Date and shall continue for a period of 1 (one) year, subject to earlier termination in accordance with the provisions of Clause 20 (Termination and Notice of Withdrawal by a Partner) and any extension agreed in accordance with Clause 2.2 below.

2.2 No later than 3 (three) Months before the end of the initial term set out in clause 2.1 above, unless otherwise agreed, the Partners may extend the term by a further period or periods by agreement in writing up to a maximum of 1 year beyond the term set out in 2.1. Unless otherwise agreed, any such extension will be on the same terms as this Agreement.

2.3 The duration of the arrangements for each Scheme shall be deemed to be at least for the duration of this Agreement, unless otherwise set out in the relevant Scheme in Schedule 3 or otherwise agreed in writing by the Joint Commissioning Strategy Group.

3 PARTNERSHIP PRINCIPLES

3.1 In this Agreement the term “Partnership” is used to denote collaboration between public sector Partners, and not a formal legal partnership.

3.2 The Partners shall at all times co-operate with each other in furtherance of the objectives and principles set out in Schedule 1.

3.3 The purpose of this Agreement is to establish a framework through which the Partners can secure the provision of the health and social care Schemes through Committed Funding as set out in Schedule 3 or new Schemes as agreed in writing from time to time by the Partners, as set out in, and in accordance with, this Agreement and clause 30 (Review and Variation).

3.4 Nothing in this Agreement shall affect:

3.4.1 The liabilities of the Partners to each other or to any third parties for the exercise of their respective functions and obligations (including the Functions); or

3.4.2 Any power or duty to recover charges for the provision of any services (including the Services) in the exercise of any local authority function.

3.5 The ICB and the Council shall at all times abide by and shall co-operate with each other in the furtherance of the aims and outcomes set out in Schedule 1. For the avoidance of doubt, the aims and outcomes relating to a Scheme are set out in the relevant Scheme section in Schedule 3 or, for any new Schemes, as agreed by the Joint Commissioning Strategy Group.

3.6 Each Partner will have adequate internal governance and reporting arrangements to ensure the standards of accountability and probity required by each Partner's own statutory duties and organisational responsibilities are complied with.

4 PARTNERSHIP FLEXIBILITIES

4.1 This Agreement sets out the mechanism through which the Partners will work together to commission services. This may include one or more of the following commissioning mechanisms in relation to Schemes (the "Flexibilities"):

4.1.1 Lead Commissioning Arrangements;

4.1.2 Integrated Commissioning;

4.1.3 Joint Commissioning

4.1.4 The establishment of one or more Pooled Funds

4.2 Where there is Lead Commissioning Arrangements and the ICB is Lead Commissioner, the Council delegates to the ICB and the ICB agrees to exercise, on the Council's behalf, the Health Related Functions to the extent necessary for the purpose of performing their obligations under this Agreement in conjunction with the NHS Functions when exercising Lead Commissioning Arrangements.

4.3 Where there is Lead Commissioning Arrangements and the Council is Lead Commissioner, the ICB delegates to the Council and the Council agrees to exercise on the ICB's behalf the NHS Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the Health Related Functions.

4.4 Where the powers of a Partner to delegate any of its statutory powers or functions are restricted, such limitations will automatically be deemed to apply to any Scheme under this Agreement and the Partners shall agree arrangements designed to achieve the greatest degree of delegation to the other Partner necessary for the purposes of this Agreement which is consistent with the statutory constraints.

4.5 At the Commencement Date the Partners agree that:

4.5.1 There are no instances of Lead Commissioning Arrangements applicable to West Sussex under this Agreement;

4.5.2 There are no instances of Integrated Commissioning applicable to West Sussex under this Agreement.

4.5.3 There are no instances of Joint Commissioning applicable to West Sussex under this Agreement.

4.5.4 The Partners shall establish a Pooled Fund for expenditure on the Schemes listed in Tables 2 and 3 of Schedule 3 as commissioned by the Council as Commissioning Partner.

4.5.5 The Partners shall establish a Pooled Fund for expenditure on the Schemes listed in Tables 2 and 4 of Schedule 3 as commissioned by the ICB as Commissioning Partner:

5 FUNCTIONS

5.1 This Agreement shall include such Functions as shall be agreed from time to time by the Partners as are necessary to commission the Services in accordance with their obligations under this Agreement. All Services commissioned under this Agreement must be within the boundaries of the legal functions of the ICB or the Council.

5.2 The Scheme Specifications for the Schemes included as part of this Agreement at the Commencement Date are set out in Schedule 3.

5.3 Where the Partners add a new Scheme to this Agreement a Scheme Summary for each Individual Scheme shall be completed and approved by each Partner in accordance with the variation procedure set out in Clause 30 (Variations).

5.4 The Partners shall not enter into a Scheme Summary in respect of a Scheme unless they are satisfied that the Scheme in question will improve health and well-being in accordance with this Agreement.

5.5 The introduction of any Scheme will be subject to business case approval by the Joint Commissioning Strategy Group in accordance with the variation procedure set out in Clause 30 (Variations).

6 COMMISSIONING ARRANGEMENTS

6.1 The commissioning arrangements for Schemes funded by Committed Funding shall be as set out for each Scheme within Schedule 3.

6.2 Where there are Integrated Commissioning or Lead Commissioning Arrangements in respect of a Scheme then prior to any new Services Contract being entered into the Partners shall agree in writing:

6.2.1 How the liability under each Services Contract shall be apportioned in the event of termination of the relevant Scheme; and

6.2.2 Whether the Services Contract should give rights to third parties (and in particular if a Partner is not a party to the Services Contract to that Partner, the Partners shall consider whether or not the Partner that is not to be a party to the Services Contract should be afforded any rights to enforce any terms of the Services Contract under the Contracts (Rights of Third Parties) Act 1999 and if it is agreed that such rights should be afforded the Partner entering the Services Contract shall ensure as far as is reasonably possible that such rights that have been agreed are included in the Services Contract and shall establish how liability under the Services Contract shall be apportioned in the event of termination of the relevant Scheme.).

Integrated or Joint Commissioning

6.3 Where one Partner is commissioning a Scheme as the Commissioning Partner or where Integrated or Joint Commissioning arrangements are set out for a Scheme the Partners shall work in cooperation and shall endeavour to ensure that any appropriate NHS Functions and Health Related Functions are exercised with all due skill, care and attention.

6.4 Where one Partner is commissioning a Scheme as the Commissioning Partner or where there are Integrated or Joint Commissioning Arrangements in respect of a Scheme, each Partner shall:

6.4.1 Work in cooperation and endeavour to ensure that Services commissioned as set out for each Scheme are commissioned within each Partners' Financial Contribution in respect of that particular Service in each Financial Year and within the total allocation for that Scheme;

6.4.2 Be responsible for compliance with and making payments of all sums due to a Provider pursuant to the terms of agreed Service Contracts entered into by that Partner;

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

6.4.4 Undertake joint financial, performance and contract monitoring of all Service Contracts;

6.4.5 Ensure that all commissioned services are delivered to quality standards as agreed by the Partners;

6.4.6 Ensure that any clinical or safeguarding issues are investigated and resolved jointly;

6.4.7 Work jointly with the other Partner to respond when formal notices are received or to serve formal notices pursuant to Service Contracts or to resolve any disputes with commissioned Providers;

6.4.8 To the extent the Service Contract permits, raise issues reasonably requested by the other Partner with commissioned Providers;

6.4.9 Not make any material change to any services commissioned as part of agreed Schemes without the prior approval of the other Partners, such approval not to be unreasonably withheld or delayed. These material changes will include, but are not limited to:

- withholding funds from Providers
- varying any agreements with Providers
- suspending all or part of Services being commissioned
- terminating Services being commissioned;

6.4.10 Keep the other Partner and the Joint Commissioning Strategy Group regularly informed of the effectiveness of the Integrated and Joint Commissioning arrangements including any Overspend or Underspend in a Pooled Fund or Non Pooled Fund.

6.5 No Partner shall unreasonably withhold or delay consent or data or other information requested by the other Partner included in the Integrated or Joint Commissioning.

Lead Commissioning Arrangements

6.6 Where there are Lead Commissioning Arrangements in respect of a Scheme the Lead Commissioner shall:

6.6.1 Exercise the NHS Functions and the Health Related Functions for that Scheme

6.6.2 Ensure that each Scheme is managed within the parameters of the allocated Committed Funding in each Financial Year and any indicated or actual Overspends or underspends are within limits agreed by the Joint Commissioning Strategy Group.

6.6.3 Commission Services for individuals who meet the eligibility criteria set out in the Scheme Specification;

6.6.4 Contract with Provider(s) for the provision of the Services on terms agreed with the other Partner;

6.6.5 Comply with all relevant legal duties and guidance of both Partners in relation to the Services being commissioned;

6.6.6 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;

6.6.7 Undertake performance management and contract monitoring of all Service Contracts for which it is Lead Commissioner including (without limitation) the use of contract notices where Services fail to deliver contracted requirements;

6.6.8 Notify the other Partner when it receives or serves any formal notices pursuant to Service Contracts and to the extent permitted by the Service Contract provide copies of the same and advise the other Partner if it enters into any disputes with commissioned Providers;

6.6.9 To the extent permitted by the Service Contract, provide the other Partners with a summary of financial, performance and monitoring report(s) received from commissioned providers as agreed with the other Partner at intervals agreed by the Joint Commissioning Strategy Group;

6.6 10 to the extent a Service Contract permits, raise issues reasonably requested by the other Partner with commissioned Providers

6.6.11 Not make any material change to any Services commissioned as part of agreed Schemes without the prior approval of the other Partners, such approval not to be unreasonably withheld or delayed. These material changes will include, but are not limited to:

- withholding funds from Providers
- varying any agreements with Providers
- suspending all or part of Services being commissioned
- terminating Services being commissioned

6.6.12 Make payment of all sums due to a Provider pursuant to the terms of any Services Contract for which it is Lead Commissioner; and

6.6.13 Keep Partner and the Joint Commissioning Strategy Group regularly informed of the effectiveness of arrangements including any Overspend or Underspend in a Pooled Fund.

6.7 In respect of the Lead Commissioner, the other Partners will, at their 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 conduct their duties as Lead Commissioner of a Scheme.

6.8 No Partner shall unreasonably withhold or delay consent or data or other information requested by the Lead Commissioner.

7 ESTABLISHMENT OF A POOLED FUND

7.1 In exercise of their respective powers under Section 75 of the 2006 Act, the Partners have agreed to establish and maintain a Pooled Fund for Committed Funding expenditure as set out in Schedule 2 – Pooled Fund. The Pooled Fund shall be managed and maintained in accordance with the terms of this Agreement.

Committed Funding

7.2 The Committed Funding contribution of the ICB and the Council to the Pooled Fund shall be as set out in Schedule 3 – Committed Funding.

7.3 The ICB will be the accountable body for the BCF funding allocation allocated to them by NHS England (and any additional monies they plan to voluntarily add to the pooled fund) and retain responsibility for spending decisions and monitoring the proper expenditure of the funding in accordance with the

Approved Plan and their general duties and will be held to account by NHS England for the appropriate use of BCF resources locally.

7.4 The Council will be the accountable body, under the terms of their grant agreements, for the Disabled Facilities Grant and iBCF grant funding that comes from the Department for Levelling Up, Housing and Communities (and any additional monies they plan to voluntarily add to the pooled fund) and retain responsibility for spending decisions and monitoring the proper expenditure of the funding in accordance with the Approved Plan and their general duties.

8 POOLED FUND MANAGEMENT

8.1 Pursuant to this Agreement, the Partners agree that the Council will be the Host Partner for the purposes of Regulations 7(4) and 7(5), for a Pooled Fund made up of the Partners contributions for Committed Funds, as set out in Schedule 3, during the year in accordance with this agreement.

8.2 The Host Partner will act as the banker for the BCF and shall be the Partner responsible for:

8.2.1 Holding all monies contributed to the Pooled Fund on behalf of itself and the other Partners;

8.2.2 Arranging reimbursement to Partners for actual expenditure incurred, up to the value of the Committed Funding allocation for each Scheme.

8.2.3 Appointing the Pooled Fund Manager.

8.3 The Partners will transfer one twelfth of the full value of their Committed Fund contributions, as set out in Schedule 3 – Committed Funds, to the Pooled Fund on the 1st day of the relevant month in advance on receipt of an invoice, which shall be issued at the start of the preceding month, unless otherwise agreed by the Partners.

8.4 Permitted expenditure will be reimbursed by the Host Partner in accordance with clause 9 - Pooled Fund Expenditure. All reimbursements must be claimed in full prior to 31st March 2023.

8.5 The Host Partner will invest the cash balances that it holds. To the extent that this will generate interest receipts, the benefit of this will be reinvested into the BCF and reported through the Joint Commissioning Strategy Group who shall have responsibility for deciding how it is spent.

8.6 The Host Partner will meet with the Partners prior to the 31st March 2023 to plan the year-end position, and to agree the handling and application of any Pooled Fund underspend, which will then need to be agreed and signed off by the Joint Commissioning Strategy Group.

8.7 No provision of this Agreement shall preclude the Partners from making additional contributions of Non-Recurrent Payments to the Pooled Fund from time to time by mutual agreement. Any such additional contributions of Non-Recurrent Payments shall be explicitly recorded in Joint Commissioning Strategy Group minutes and recorded in the budget statement as a separate item.

8.8 The Joint Commissioning Strategy Group may agree to the viring of funds between Schemes. Any such applications from Partners should be submitted through the Better Care Fund Manager, for evaluation by the nominated Finance Leads prior to consideration at the first relevant Joint Commissioning Strategy Group meeting after the end of each quarter.

8.9 The Host Partner agrees to meet the Department for Levelling Up, Housing and Communities grant conditions for the iBCF that state:

Grant paid to a local authority under this determination may be used only for the purposes of

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

A recipient local authority must:

a) Pool the grant funding into the local Better Care Fund, unless an area has written Ministerial exemption;

b) Work with the relevant Integrated Care Board and providers to meet national condition four (Managing Transfers of Care); and

c) Report on spend as required, through the Better Care Fund (BCF).

8.10 The Partners agree to meet the funding conditions and reporting requirement for the Additional Discharge Fund.

8.11 The Pooled Fund Manager shall be responsible for:

(a) managing the pooled fund on the Host Partner's behalf; and

(b) submitting to the Partners quarterly reports, and an annual return, about the income of, and expenditure from, the pooled fund and other information by which the Partners can monitor the effectiveness of the pooled fund arrangements.

9 POOLED FUND EXPENDITURE

Committed Funding

9.1 The Partners have agreed to allocate Committed Funding from the Pooled Fund to each Partner as detailed in Schedule 3.

9.2 All allocations agreed as Committed Funding are approved for the 2020-23 financial year only. Where the Joint Commissioning Strategy Group is satisfied that a Committed Funding Scheme is supporting the BCF Metrics set out in Schedule 4, the Joint Commissioning Strategy Group may agree to make allocations in future years.

9.3 Any proposed changes to the Committed Funding and allocations thereof will be subject to approval of the Joint Commissioning Strategy Group, providing the Joint Commissioning Strategy Group meeting in which the decision is being made is quorate and the decision is unanimous.

9.4 At the first Joint Commissioning Strategy Group meeting after the end of each quarter, the Better Care Fund Manager will report, in a format and level of detail to be agreed by the Joint Commissioning Strategy Group upon:

9.4.1 The cumulative quarterly spend, against each of the Committed Funding Schemes as detailed in Schedule 3 together with a forecast of the expenditure expected to be incurred by 31st March 2023.

9.4.2 The information as described in the Scheme Summary for each of the Committed Funding Schemes, including the key performance indicators that Schemes are measuring.

9.5 Where the Lead Commissioner has not complied with the quarterly verification processes set and this has been notified to the Lead Commissioner in writing by the Joint Commissioning Strategy Group, the Joint Commissioning Strategy Group may request a remedial action plan by notice to the Lead Commissioner with clear timeframes for actions. If the remedial action plan is not complied with, the Joint Commissioning Strategy Group may agree to stop payment of the unpaid balance of any Committed Funding to the relevant Lead Commissioner (save that payment shall be made to meet contractual commitments of the Lead Commissioner up to the time at which these can be lawfully terminated). The Lead Commissioner will need to wind down that Scheme in accordance with the Exit Protocol as set out in Schedule 7.

Expenditure

9.6 Expenditure from Committed Funding will be reimbursed to Partners in arrears based on summary statements showing forecast outturn expenditure against each of their individual scheme allocations. These will be submitted by the nominated Finance Lead to the other Partner's nominated Finance Lead at a frequency to be agreed by the Partners to confirm services have been provided. Based on those statements' invoices will be forwarded to the Host Partner for payment. In the case of payments to the Council this will be undertaken in a way that minimises administration. Payments will then be made by the Host Partner within 30 days of receipt of an invoice. The frequency with which invoices are submitted shall be a matter for mutual agreement between the Partners.

9.7 For each Scheme allocation under its remit, the Commissioning Partner shall have the following duties and responsibilities:

9.7.1 The day to day operation and management of the Schemes (and services contained within) they are Commissioning Partner for;

9.7.2 Ensuring that all expenditure in connection with Schemes (and services contained within) is in accordance with the provisions of this Agreement and consistent with the purpose for which the allocation was agreed;

9.7.3 Maintaining an overview of, and reporting on, all appropriate and relevant financial or related issues in in respect of the Schemes (and services contained within);

9.7.4 Ensuring that full and proper records for accounting purposes are kept in respect of the Schemes (and services contained within);

9.7.5 Ensuring action is taken to manage any projected under or overspends relating to the Schemes (and services contained within) in accordance with this Agreement;

9.7.6 Preparing and submitting to the Better Care Fund Manager monthly (or more frequently as required by the Joint Commissioning Strategy Group) financial reports and an annual financial report relating to Schemes. All reports will be in a format as agreed by the Joint Commissioning Strategy Group with prior review by the nominated Finance Leads.

9.7.7 Preparing and submitting to the Better Care Fund Manager such other information as may be required by the Partners and the Joint Commissioning Strategy Group to monitor the effectiveness of any or all Schemes and to enable the Partners to complete their own financial accounts and returns.

9.7.8 Supporting the Better Care Fund Manager, through the provision of appropriate and timely financial information, to prepare and submit reports to the Health and Wellbeing Board, the Department of Health or other appropriate body as agreed by the Joint Commissioning Strategy Group.

9.7.9 Providing all necessary information to the Better Care Fund Manager in time for reporting requirements to be met; and

9.7.10 Providing support to the Better Care Fund Manager, as required, to enable the Better Care Fund Manager to ensure that the quarterly reporting requirements to Department for Levelling Up, Housing and Communities and NHSE/Better Care Support Team are met by the set national deadlines.

9.8 In carrying out their responsibilities each Commissioning Partner shall have regard to the recommendations of the Joint Commissioning Strategy Group and shall be accountable to the Partners.

9.9 Unless otherwise set out in the Scheme Summary, neither Partner shall make any other non-financial contributions under this Agreement.

10 OVERSPENDS AND UNDERSPENDS

Overspends in the Pooled Fund

10.1 The amount allocated to each Scheme is fixed and therefore Commissioning Partner for a Scheme should endeavour to ensure that there are no Overspends unless agreed with the Joint Commissioning Strategy Group in advance.

10.2 The Commissioning Partner for the relevant Scheme shall therefore manage expenditure on that Scheme within the relevant Scheme allocation and shall ensure that expenditure on the Schemes they are the Commissioning Partner for is limited to Permitted Expenditure.

10.3 The Commissioning Partner shall not be in breach of its obligations under this Agreement if an Overspend occurs in a Scheme they are the Commissioning Partner for PROVIDED THAT the only expenditure from the Pooled Fund has been in accordance with Permitted Expenditure and it has informed the Better Care Fund Manager and nominated Finance Leads in accordance with Clause 10.5.

10.4 In the event that the Commissioning Partner identifies an actual or projected Overspend in a Scheme they are the Commissioning Partner for, they shall provide a plan for reducing their spend on that Scheme to within the allocated funding available for that Scheme. This will be provided to the Better Care Fund Manager within 5 Working Days of identifying the actual or projected Overspend and in any event in sufficient time so that the nominated Finance Leads are informed so that they can agree who will fund any actual Overspend on a Scheme and make recommendation to the Joint Commissioning Strategy Group for decision, unless there is an explicit written agreement in advance for that Scheme on the basis on which any Overspends on that Scheme will be shared.

Underspends in the Pooled Fund

10.5 The Commissioning Partner shall not be in breach of its obligations under this Agreement if an Overspend occurs in a Scheme they are the Commissioning Partner for PROVIDED THAT the only expenditure from the Pooled Fund has been in accordance with Permitted Expenditure and it has informed the Better Care Fund Manager and nominated Finance Leads in accordance with Clause 10.5.

10.6 Any under spending on any Scheme will be reallocated by the Joint Commissioning Strategy Group to other BCF priorities with the exception of Scheme 1 (Disabled Facilities Grant) and Scheme 3 (Improved Better Care Fund) both of which consist of grants paid directly to the local authority with their own conditions and not subject to the general conditions applying to ICB minimum contributions, and Schemes 16 and 17 (Adult Social Care Discharge Fund) which are subject to the specific conditions of that fund.

10.7 In the event that expenditure from the Pooled Fund for the Financial Year is less than the aggregate value of the Financial Contributions made for that Financial Year, with the exception of Scheme 1 (Disabled Facilities Grant) and Scheme 3 (Improved Better Care Fund) both of which consist of grants paid directly to the local authority with their own conditions, and Schemes 16 and 17 (Adult Social Care Discharge Fund) which are subject to the specific conditions of that fund. The Partners shall agree how the surplus monies shall be spent, carried forward and/or returned to the Partners. Such arrangements shall be subject to the Law and the Standing Orders and Standing Financial Instructions (or equivalent) of the Partners.

Arrangements for Schemes agreed beyond April 2024

10.8 Where it is intended by the Partners that a Scheme will extend beyond the term of this Agreement, the Partners shall, where practicable, agree in writing (before the period of its extension commences) the terms upon which it will do so, including the period of the Scheme; the governance, performance, reporting and commissioning arrangements; and all necessary financial contributions for it.

11 CAPITAL EXPENDITURE

11.1 Only the specific capital funding shown as Committed Funding in Schedule 2 shall be deemed to be capital expenditure to be used for the purposes as indicated in Schedule 2.

11.2 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 Partners. If a need for capital expenditure is identified from Pooled Funds then this must be agreed by the Partners.

12 VAT

12.1 The Partners shall agree the treatment of the Pooled Fund for VAT purposes in accordance with any relevant guidance from HM Customs and Excise. Notwithstanding this, the Partners agree that goods and services will be purchased in accordance with the VAT regime of the Commissioning Partner for each Scheme and be reimbursed from the Partners' contributions.

13 AUDIT AND RIGHT OF ACCESS

13.1 The Partners shall promote a culture of probity and sound financial discipline and control. The Host Partner shall arrange for the audit of the accounts of the relevant Pooled Fund and shall require the Audit Commission to make arrangements to certify an annual return of those accounts under Section 28(1) of the Audit Commission Act 1998.

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

13.3 The Partners shall comply with relevant NHS and the Council's finance and accounting obligations as required by relevant Law.

14 LIABILITIES AND INSURANCE AND INDEMNITY

14.1 Nothing in this Agreement shall affect:

- The liability of the ICB to the Service Users in respect of the NHS Functions; or
- The liability of the Council to the Service Users in respect of the Health Related Functions.

14.2 Subject to clause 14.3 and 14.4, each Partner (the "First Partner") shall indemnify and keep indemnified the other Partner (the "Second Partner") and its officers, employees and agents against any damages, costs, liabilities, losses, claims or proceedings whatsoever, arising in respect of:

- Any damage to property (real or personal) including, but not limited to, any infringement of third party intellectual property, including patents, copyrights and registered designs;
- Any death or personal injury;
- Any Service User complaint or investigation by the Parliamentary Health Service Ombudsman or the Local Government Ombudsman or any similar entity.

arising out of or in connection with the Agreement, to the extent that such damages, costs, liabilities, losses, claims or proceedings shall be due directly or indirectly to any negligent act or omission, any breach of this Agreement or any breach of statutory duty by the First Partner, its officers employees or agents. Where the Partners are unable to agree any such apportionment of liability and consequential indemnity under this Clause 14, the disputes procedure in Clause 22 (Dispute Resolution) shall apply.

14.3 No Partner shall be liable to the other to the extent that a Partner is compensated under any insurance policy, whether such policy is taken out for the purposes of this Agreement or otherwise.

14.4 For the avoidance of doubt, the Second Partner shall be under a duty to mitigate its losses in accordance with general principles of common law and the indemnity on the part of the First Partner shall not extend to damage, cost, liability, loss, claim or proceedings incurred by reason of or in consequence of any negligent act or omission, misconduct or breach of this Agreement by the Second Partner.

14.5 Each Partner shall ensure that it maintains appropriate insurance arrangements in respect of employer's liability, liability to third parties and all other potential liability under this Agreement.

15 STANDARDS OF CONDUCT AND SERVICE

15.1 The Partners will at all times comply with Law and ensure good corporate governance in respect of each Partner.

15.2 The Services under this Agreement must be carried out in accordance with:

- Any relevant guidance from the Department of Health and/or the NHS Commissioning Board (NHS England);
- The requirements of the Care Quality Commission (where applicable);
- Pan-Sussex standards for safeguarding children and adults;
- Relevant laws; and
- Each Partner's respective standing orders and standing financial instructions.

15.3 The Services commissioned in accordance with this Agreement shall be monitored by the relevant Regulatory Bodies.

15.4 Without prejudice to Clauses 15.1 and 15.2 above, the Commissioning Partner shall exercise its duties, obligations and functions arising out of or in relation to this Agreement effectively, efficiently, fairly and in good faith.

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

15.6 The ICB is subject to the ICB Statutory Duties, and these incorporate a duty of clinical governance, which is a framework through which they are accountable for continuously improving the quality of their 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 ICB Statutory Duties and clinical governance obligations.

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

16 CONFLICTS OF INTEREST

16.1 The Partners shall comply with the agreed policy for identifying and managing conflicts of interest as set out in Schedule 6.

17 GOVERNANCE

17.1 Overall strategic oversight of the BCF Plan, the partnership working between the Partners, the oversight of the implementation of the Schemes and delivery of the BCF vision and outcomes is vested in the Health and Wellbeing Board, which for these purposes shall make recommendations to the Joint Commissioning Strategy Group as to any action it considers necessary.

17.2 The Health and Wellbeing Board have given responsibility for the operational governance of the Better Care Fund to the Joint Commissioning Strategy Group.

17.3 The Joint Commissioning Strategy Group will provide the forum for the Partners to agree their approach to the BCF. Each Partner has governance and accountability arrangements at individual organisational levels.

17.4 The Joint Commissioning Strategy Group shall be responsible for:

- Receiving feedback and reports from the Partners on the Services commissioned.
- Monitoring, advising, and agreeing resource allocation and highlight cost pressures to the Parties through reporting lines to be agreed between the Partners.
- Approving changes to the commissioning of the Services, within the terms of this Agreement.
- Ensuring the Partners comply with this Agreement.
- Reviewing the operation of the Agreement and agreeing such written variations to it as may be required.
- Measuring performance and quality of the commissioning of the Services.
- Pursuing the intended aims and objectives as specified in Schedule 1 (Aims and Outcomes).
- Receiving reports on a regular basis on service development, budget monitoring, audit and inspection, KPIs, etc.
- The overall approval of the individual Schemes, ensuring compliance with the Better Care Fund Plan and the strategic direction of the Better Care Fund:
    - The on-going monitoring of Scheme performance and the overall performance of the BCF Plan
    - Taking appropriate remedial action when the finances or performance of a Scheme or the BCF are not meeting agreed targets
    - The on-going application of underspend in any scheme or in the Pooled Budget overall
- Without prejudice to the Complaints Regulations, to consider complaints about the Arrangements if the complaints are made by or on behalf of Service Users.
- Reporting to the Health and Wellbeing Board, NHS England and any other appropriate body as required.

17.5 The Partners may agree in writing from time to time to modify, extend or restrict the remit of the Joint Commissioning Strategy Group.

17.6 The strategic planning and implementation of Schemes will be managed through the Scheme commissioning arrangements as set out in Schedule 3 – Committed Funding.

17.7 The Commissioning Partner for each Scheme will link in with the existing system governance structures and groups, as set out in Schedule 5 – Governance Diagram and will take due regard of the discussions held, and decisions made, at those groups, in respect of how system transformation can be supported through the Better Care Fund.

17.8 Records of all information and decisions made arising from this Agreement shall be retained by the Better Care Fund Manager and shall be open to use and view by the Partners. These shall include relevant decisions, minutes and reports of the Joint Commissioning Strategy Group, minutes from the Joint Commissioning Strategy Finance Group Sub, Business Cases, plans, records relating to individual Schemes, and any other appropriate records.

18 STRATEGIC REVIEW

18.1 A review of the operation of this Agreement, the Pooled Fund and the provision of the Services will be undertaken by the Better Care Fund Manager annually, or as and when requested by the Joint Commissioning Strategy Group. The review shall include a review of the performance of the partnership arrangements against the aims and outcomes set out in Schedule 1.

18.2 Subject to any variations to this process required by the Joint Commissioning Strategy Group, Reviews shall be conducted in good faith.

18.3 The Better Care Fund Manager will provide a report of their findings from the review to the Joint Commissioning Strategy Group within the timescale set by JCSG. The Joint Commissioning Strategy Group will agree any remedial plans and the Partners will report back on action against these plans as requested by the Joint Commissioning Strategy Group.

18.4 In the event that the Partners fail to meet the requirements of the Better Care Fund Plan, the Partners shall provide full co-operation with such body / bodies including NHS England and MHCLG to agree a recovery plan. Any recovery plan will be ratified by the Joint Commissioning Strategy Group prior to implementation.

18.5 All Partners will adhere to the recovery plan agreed by the Joint Commissioning Strategy Group.

19 COMPLAINTS

19.1 Any complaints received in the completion of any actions under this Agreement shall be reported by the Partner receiving the complaint to the Better Care Fund Manager within 7 days of receipt of the Complaint.

19.2 The Better Care Fund Manager will notify members of the Joint Commissioning Strategy Group, and an appropriate person within each Partner's organisation within 1 (one) Working Day and will monitor the process of resolution of the complaint, reporting back to the Joint Commissioning Strategy Group as required.

19.3 Any complaints relating to Health Related Functions shall be dealt with in accordance with the statutory complaints procedure of the Council and if not resolved in the first instance, shall be managed in accordance with the relevant complaints regulations.

19.4 Any complaints relating to the NHS Functions shall be dealt with in accordance with the relevant complaints regulations.

19.5 Insofar as any complaint may relate to the content of this Agreement or to the operation of the arrangements, such complaints shall be referred to the Joint Commissioning Strategy Group or such Joint Commissioning Strategy Group member or members as it nominates for the procedure adopted by it for the handling of complaints to be carried through.

20 TERMINATION AND NOTICE OF WITHDRAWAL

20.1 This Agreement shall expire automatically at the end of the Term unless it shall have been terminated earlier in accordance with it terms.

20.2 A Partner ("the First Partner") may terminate this Agreement by notice to the other Partner if the other Partner is in default of its obligations under this Agreement and (if such default is capable of remedy), fails to comply with a written notice from the First Partner to remedy the default within a reasonable

period. Such reasonable period shall be specified in the written notice to that Partner (being not less than 28 days) and the notice shall be provided to the other Partners for information. The termination notice shall then take effect 28 days from its date of receipt by the Partners. If the default is not capable of remedy, such termination notice shall take effect upon receipt by the Partners.

20.3 A Partner may terminate this Agreement on 28 days' written notice to the other Partner, if the other Partner suffers an Event of Force Majeure and such event persists for more than twenty (20) Working Days following the service of the notice referred to in Clause 23;

20.4 A Partner may terminate this Agreement on 6 months' written notice the other Partner if the Partners are unable to agree a Variation to this Agreement in accordance with Clause 30 so as to enable the Partners to fulfil their obligations in accordance with law and guidance.

20.5 A Partner may terminate this Agreement by giving the other Partner 28 days' written notice if the fulfilment of this Agreement would be ultra vires.

20.6 An individual Scheme may be terminated by the Joint Commissioning Strategy Group provided that the Partners ensure that the Better Care Fund requirements continue to be met.

20.7 Where there are no terms for Scheme termination a Partner may terminate a Scheme where they are the Commissioning Partner for, on giving the other Partner and the Better Care Fund Manager at least three months written notice. The Better Care Fund Manager will inform the Joint Commissioning Strategy Group at their next meeting of any notification of Scheme termination.

20.8 Upon termination of a Scheme, all unspent funding that was allocated to the Scheme that is not committed to cover contractual commitments to make payments at the time of termination or spent on termination and shall only be used following the agreement of a Business Case (the format and content of which is agreed by the Joint Commissioning Strategy Group) by the Joint Commissioning Strategy Group.

21 EFFECTS OF TERMINATION

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

21.1.1 termination of this Agreement shall have no effect on the liability of any Partner to make payment of any sums due under this Agreement, nor any rights or remedies of any Partner already accrued, prior to the date upon which such termination takes effect;

21.1.2 upon termination of this Agreement, the Partners agree that they will work together and co-operate to ensure that the winding down and disaggregation of the integrated and joint activities is carried out smoothly and with as little disruption as possible to individual Service Users, the client group as a whole, staff, the Partners and third parties, in accordance with Schedule 7 (Exit Protocol); and

21.1.3 where any Partner has entered into a Service Contract which continues after the termination of this Agreement, Partners shall continue to make their agreed Financial Contribution for that Service prior to termination and will enter into all appropriate legal documentation required in respect of this;

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

21.1.5 where a Service Contract held by a Lead Commissioner relates all or partially to services which relate to another Partner's Functions then provided that the Service Contract allows, the other Partner may request that the Lead Commissioner assigns or novates (as appropriate) the Service Contract in whole or part to the other Partner.

21.1.6 if a Scheme is to continue following the termination of the Agreement, the Partners shall agree in writing the terms upon which it will do so, including the period of this and all necessary financial contributions.

21.1.7 The Partners shall ensure that payment of the Financial Contributions, including the handling of any potential remaining Overspend or underspend, is carried out in accordance with the procedures set out in Schedule 7 (Exit Protocol).

21.1.8 Where there are permanent posts employed through the Better Care Fund Programme Support scheme, and these were to be terminated through redundancy, the host ICB employer may seek to cover any redundancy costs incurred from any identified underspend from the BCF pooled fund in the first instance to fund expenditure. This to mitigate the potential expenditure incurred.

21.2 Upon termination, and subject to the provisions of Schedule 7 (Exit Protocol), the Financial Contributions shall continue, notwithstanding termination, to be used by the Commissioning Partner to pay for any of the Services delivered by third parties under contracts entered into by the Commissioning Partner.

22 DISPUTE RESOLUTION

22.1 The Partners shall use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement. If any dispute cannot be settled amicably through ordinary negotiations at Joint Commissioning Strategy Group level after 30 days, then it shall be referred to the Chief Executive of the Council and the Chief Officer of the ICB for discussion and resolution within 30 days.

22.2 Each Partner shall use all reasonable endeavours to reach a negotiated resolution to the dispute in accordance with clause 22.1. If the dispute is not resolved, the Partners will use reasonable endeavours to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("**CEDR"**) Model Mediation Procedure ("**the Model Procedure**").

22.3 To initiate the mediation, a Partner must give notice in writing ("**Mediation notice**") to the other Partner requesting a mediation in accordance with Clause 22.2.

22.4 The procedure in the Model Procedure will be amended to take account of:

- Any relevant provisions in this Agreement;
- Any other agreement which the Partners may enter into in relation to the conduct of the mediation ("**Mediation Agreement**").

22.5 The costs of the mediation shall be as determined by the mediator or in the absence of such determination shall be met in equal shares by the Partners and will not be paid from the Financial Contributions.

23 FORCE MAJEURE

23.1 Where a Partner is (or claims to be) affected by an Event of Force Majeure, it shall take all reasonable steps to mitigate the consequences of it, resume performance of its obligations as soon as practicable and use all reasonable efforts to remedy its failure to perform.

23.2 Subject to Clause 23.1, the Partner claiming relief shall be relieved from liability under this Agreement to the extent that because of the Event of Force Majeure it is not able to perform its obligations under this Agreement.

23.3 The Partner claiming relief shall serve initial written notice on the other Partner immediately if it becomes aware of the Event of Force Majeure. This initial notice shall give sufficient details to identify the particular event.

23.4 The Partner claiming relief shall then either:

23.4.1 Serve a detailed written notice within a further five (5) Working Days. This detailed notice shall contain all relevant available information relating to the failure to perform as is available, including the effect of the Event of Force Majeure, the mitigating action being taken and an estimate of the period of time required to overcome it; or

23.4.2 In the event it reasonably believes that the effects of the Event of Force Majeure will make it impossible for the arrangements to continue, serve notice of this to the other Partner and the Agreement will terminate in accordance with Clause 20 of this Agreement.

24 CONFIDENTIALITY

24.1 Except as required by law and specifically pursuant to Clause 26 (Freedom of Information), each Partner agrees at all times during the continuance of this Agreement and after its termination or expiry to keep confidential any and all information, data and material of any nature which either Partner may receive or obtain in connection with the operation of this Agreement or otherwise relating in any way to the business, operations and activities of the other Partner, its employees, agents and/or any other person with whom it has dealings including any Service User of either Partner. For the avoidance of doubt this Clause shall not affect the rights of any workers under section 43 A-L of the Employment Rights Act 1996.

24.2 The Partners agree to provide or make available to each other sufficient information concerning their own operations and actions and concerning Service User information (including material affected by the DPA/GDPR in force at the relevant time) to enable efficient operation of the Arrangements (which to avoid doubt shall include the Services) and performance management.

25 DATA PROTECTION

25.1 The Partners acknowledge their respective duties under the DPA 2018 and the General Data Protection Regulation (GDPR) and shall give all reasonable assistance to each other, at no cost, where appropriate or necessary to comply with such duties.

25.2 To the extent that a Partner is acting as a Data Processor (as such term is defined in the DPA) the Data Processor shall, in particular, but without limitation:

25.2.1 Only process such Personal Data as is necessary to perform its obligations under this Agreement, and only in accordance with any instruction given by the Data Controller; and to clearly state the legal basis under which they are processing the data.

25.2.2 put in place appropriate technical and organisational measures against any unauthorised or unlawful processing of such Personal Data, and against the accidental loss or destruction of or damage to such Personal Data having regard to the specific requirements in Clause 25.2.3 below, the state of technical development, costs of implementation and the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons whose Personal Data would be affected by such unauthorised or unlawful processing or by its loss, damage or destruction;

25.2.3 take reasonable steps to ensure the reliability of employees who will have access to such Personal Data, and ensure that such employees are subject to an appropriate obligation of confidentiality and are aware of and trained in the policies identified in Clause 25.3.4 below; and

25.2.4 Not cause or allow such Personal Data to be transferred outside the European Economic Area without the prior consent of the Data Controller.

25.2.5 be responsible for providing assurance of robust Information Governance practices of all sub-contracted partners, including approved Data Processors, and to seek permission of the Data Controller prior to appointing any additional sub-contracted Data Processors.

25.3 The Data Processor shall ensure that Personal Data is safeguarded at all times in accordance with the DPA and other relevant data protection legislation, which shall include without limitation the obligation to:

25.3.1 If an Integrated Care Board, demonstrate annual compliance with all mandatory assertions within the NHS Digital Data Protection Security Tool Kit (DSPT);

25.3.2 have an appointed Data Protection Officer (DPO) to communicate with the Joint Commissioning Strategy Group, who will take the lead for information governance and from whom the Joint Commissioning Strategy Group shall receive reports on information governance matters including details of DPA/DSPT compliance and all data breaches;

25.3.3 (where transferred electronically) only transfer essential data that is (i) necessary for direct Service User care; and (ii) encrypted to the higher of the international data encryption standards for healthcare and the national standards (this includes, but is not limited to, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes);

25.3.4 Have policies which are rigorously applied that describe individual personal responsibilities for handling, management and security of Personal Data.

25.3.5 ensure appropriate systems and processes are in place to support completion of Data Privacy Impact Assessments (DPIAs) in relation to all identified data flows in order to assess risk, and to ensure 'data security by design'.

26 FREEDOM OF INFORMATION

26.1 Each Partner acknowledges that the other Partners are subject to the requirements of the Freedom of Information Act 2000 (FOIA) and each Partner shall assist and co-operate with the other (at their own expense) to enable the other Partners to comply with its information disclosure obligations.

26.2 Where a Partner receives a "request for information" (as defined in the FOIA) in relation to information which it is holding on behalf of the other Partner, it shall (and shall procure that its sub-contractors shall):

26.2.1 Transfer the request for information to the other Partner as soon as practicable after receipt and in any event within two (2) Working Days of receiving the request for information;

26.2.2 provide the other Partner with a copy of all information in its possession or power in the form that the other Partner requires within five (5) Working Days (or such other period as may be agreed) of the other Partner requesting that information; and

26.2.3 Provide all necessary assistance as reasonably requested to enable the other Partner to respond to the request for information within the time for compliance set out in section 10 of the FOIA.

26.3 Where a Partner receives a request for information which relates to the Agreement, it shall inform the other Partner of the request for information as soon as practicable after receipt and in any event within two (2) Working Days of receiving the request for information.

26.4 If a Partner determines that information must be disclosed pursuant to Clause 26.5, it shall notify the other Partner of that decision at least two (2) Working Days before disclosure.

26.5 Each Partner shall be responsible for determining at its absolute discretion whether the relevant information is exempt from disclosure or is to be disclosed in response to a request for information.

26.6 Each Partner acknowledges that the other Partner may be obliged under the FOIA to disclose information:

- Without consulting with the other Partner; or
- Following consultation with the other Partner and having taken its views into account.

27 OMBUDSMEN / INVESTIGATION

27.1 The Partners will co-operate with any investigation, in connection with this Agreement, undertaken by:

- the Health Service Commissioner for England or the Local Government Commissioner for England (or both of them)
- the Care Quality Commission and / or the Audit Commission
- any relevant regulatory authority / body as agreed by the Joint Commissioning Strategy Group

28 INFORMATION SHARING

28.1 In addition to complying with the provisions set out in this Agreement, the Partners will follow the Information Governance Protocol set out in Schedule 8.

29 NOTICES

29.1 Any notice or communication in relation to this Agreement shall be in writing, which for the avoidance of doubt shall not include email.

29.2 Any notice or communication to the Council shall be deemed effectively served if sent by registered post or delivered by hand to the Council at the address set out above and marked for the Chief Executive Officer or to such other addressee and address notified from time to time to the Joint Commissioning Strategy Group for service on the Council.

29.3 Any notice or communication to the ICB shall be deemed effectively served if sent by registered post or delivered by hand to the address set out above and marked for the attention of the Chief Operating Officer or to such other addressee and address notified from time to time to the Joint Commissioning Strategy Group for service on the ICB.

29.4 Any notice served by hand delivery shall be deemed to have been served on the date it is delivered to the addressee. Where notice is posted, it shall be sufficient to prove that the notice was properly addressed and posted, and the addressee shall be deemed to have been served with the notice forty-eight (48) hours after the time it was posted. At the time of hand delivering or posting the notice, the Partner shall email a copy of the notice to the other Partners.

30 REVIEW AND VARIATION OF SCHEMES

30.1 If at any time during the term of this Agreement the Council or the ICB requests in writing any change to the Schemes described or the manner in which the Schemes are commissioned, then the provisions outlined in this Clause 30 shall apply.

30.2 The Partner proposing the Variation ("**the Proposer**") shall provide a report in writing to the other Partner (the "Variation **Report**") setting out:

- The Variation proposed;
- The date upon which the Proposer requires it to take effect;
- 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 Schemes the subject of change;
- A statement on the individual responsibilities of the ICB and the Council for any implementation of the Variation;
- A timetable for implementation of the Variation;
- A statement of any impact on, and any changes required to the Schemes;
- Details of any proposed staff and employment implications; and
- The date for expiry of the Report.

30.3 In respect of any variation to a Scheme Summary, an additional Scheme or reduction in/ or ceasing a Scheme, the JCSG shall evaluate the Variation Report and shall do one of the following:

- approve the proposed variation, in which case the Partners shall implement the variation in accordance with this clause 30 and the Partners relevant Standing Orders; or
- reject the variation if it does not support or comply with the Partnership aims and outcomes in accordance with Schedule 1; or
- reject the variation if it would require any Services under a Scheme to be performed in a way that infringes any Law or is inconsistent with good clinical practice or good health and/or social care practice; or
- Reject the variation due to it being contrary to Law (including the Public Contracts Regulations 2015 or any replacement legislation governing public procurement).

30.4 If the proposed variation is approved by the Joint Commissioning Strategy Group, following receipt by the receiving Partner ("**the Recipient**") of the Variation Report and allowing the Recipient 28 days in which to consider the Variation Report, the Partners shall meet to discuss the proposed Variation and acting reasonably and in good faith shall use reasonable endeavours to agree the Variation. An agreement in principle of the variation by the Partners will then need ratification by the Joint Commissioning Strategy Group.

30.5 If agreement in principle is ratified by the Joint Commissioning Strategy Group then the Partners shall confirm in writing their decision to proceed with the proposed Variation and shall agree a formal Variation to this Agreement.

30.6 All Variations made to this Agreement pursuant to this Clause 30 or otherwise shall be agreed between the Partners and made in writing.

31 CHANGE IN LAW

31.1 If at any time during the term of this Agreement a change to the manner in which a Service or the Services are provided or commissioned is required by operation of NHS or Local Government law through statutes, orders, regulations, instruments directions or guidance made by the Secretaries of

State for Health and Local Government respectively or others duly authorised pursuant to statute or other changes in the law which relate to the powers, duties and responsibilities of the Partners and which have to be complied with, implemented or otherwise observed by the Partners in connection with the Functions for the time being, then the provisions outlined in this Clause 31 shall apply.

31.2 The Partners shall jointly investigate the likely impact of the required change on the Services and any other aspect of the Agreement and shall prepare a Report in writing for Joint Commissioning Strategy Group, setting out:

- The Variation proposed;
- The date upon which it should take effect;
- A statement of whether the Variation will result in an increase or decrease in Contributions by reference to the relevant component elements of the Service or Services the subject of change;
- A statement on the individual responsibilities of the ICB and the Council for any implementation of the Variation;
- A timetable for implementation of the Variation;
- A statement of any impact on, and any changes required to the Services;
- Details of any proposed staff and employment implications; and
- The date for expiry of the Report.

31.3 Where the Partners are unable to agree on the terms of the Variation then the Agreement may terminate in accordance with Clause 20.4.

31.4 The Partners shall confirm in writing their decision to proceed with the proposed Variation and shall agree a formal Variation, in writing, by Deed to this Agreement.

32 WAIVER

32.1 The failure of any Partner to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed to be a waiver of any such provision and shall in no matter affect the right of that Partner thereafter to enforce such provision.

32.2 No waiver in any one or more instances of a breach of any provision hereof shall be deemed to be a further or continuing waiver of such provision in other instances.

33 SEVERANCE

33.1 If any term, condition or provision contained in this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this Agreement.

34 ASSIGNMENT AND SUB CONTRACTING

34.1 Subject to Clause 34.2 and 21.1.5, this Agreement, and any right and conditions contained in it, may not be assigned or transferred by any Partner without the prior written consent of the other Partner, except to any statutory successor to the relevant function.

34.2 The Partners recognise that there might be future changes to the structure of the NHS and agree that the ICB shall be entitled to assign and/or novate (as appropriate) in whole or in part any right or condition under this Agreement to any other NHS organisation or any other entity replacing the ICB or which has become responsible for the exercise of any or all of the NHS Functions.

35 EXCLUSION OF PARTNERSHIP AND AGENCY

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

35.2 Save as specifically authorised under the terms of this Agreement, no Partner shall hold itself out as the agent of the other Partner.

36 THIRD PARTY RIGHTS

36.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and accordingly the Partners to this Agreement do not intend that any third party should have any rights in respect of this

Agreement by virtue of that act or otherwise.

37 ENTIRE AGREEMENT AND CONFLICT OF AGREEMENTS

37.1 This Agreement constitutes the entire agreement and understanding of the Partners and supersedes any previous agreements between the Partners relating to the subject matter of this Agreement.

38 COUNTERPARTS

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

39 COSTS AND EXPENSES

39.1 Each Partner shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement.

40 GOVERNING LAW AND JURISDICTION

40.1 Subject to the provisions of Clause 22 (Dispute Resolution) this Agreement shall be governed by and construed in accordance with English Law, and the Partners irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

41 FAIR DEALINGS

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

THIS DOCUMENT is executed as a deed and delivered on the date stated at the beginning of the deed.

THE COMMON SEAL of WEST SUSSEX COUNTY COUNCIL

was affixed to this Deed in the presence of

Authorised signatory:

SIGNED on behalf of NHS Sussex Integrated Care Board

by

Signature

Name Hannah Hamilton

Position Chief Finance Officer

SCHEDULE 1 – PARTNERSHIP AIMS AND OUTCOMES

PARTNERSHIP OBJECTIVE

To improve the health and wellbeing of people in West Sussex by transforming the health and social care system through the delivery of integrated, high quality, cost effective, evidence based, and needs led services, as close to home as possible, which meet individual and community health and social care needs.

PARTNERSHIP AIMS

By working together, the Partnership aims to:

- Deliver individuals/patients/customers outcomes, West Sussex health and social care system outcomes and national outcomes.
- Maximise the efficiency of health and social care services and the effective use of the health and social care resources.
- To facilitate the delivery of national and local plans, directives and policy directions in the most cost effective way, maximising use of health, social care, community and individual assets and resources.
- Work together in an open, transparent and respectful way, to enable the seamless joint commissioning of health and social care services.
- Pro-actively encourage, facilitate and support the engagement and involvement of Service Users and carers in the planning, co-design and review of health and social care services
- Arrange for the provision of accessible person centred health and social care services, in line with the Joint Strategic Needs Assessment, which are flexible and responsive to the needs of local Service Users.
- Ensure equality of access to, and delivery of, health and social care services for all groups in the community, tackling inequalities and ensuring the needs of people with protected characteristics are met.
- Work collaboratively with all local agencies, groups and communities involved in the delivery of health and social care services to promote positive social, environmental and economic change in the local area.
- Work within a robust legal, financial and governance framework to ensure the delivery of health and social care services as set out in this agreement.

PARTNERSHIP PRINCIPLES AND APPROACH TO SERVICE COMMISSIONING

The Partners will work together under the following principles:

- All services commissioned will be of high quality, affordable and be close to home, enhancing the health and wellbeing of individuals by being personalised, outcome focussed and appropriate to their needs.
- Individuals using services will be enabled to be fully engaged in the co-development of their care and support plans and to have choice and control by means of Personal Budgets, information and advice and increasing use of technology.
- Treatment, care and support pathways, including specialist services, will be person centred, integrated, seamless and accessible and based on models of social inclusion, optimising independence and maximising health and wellbeing.
- Treatment, care and support will be commissioned equitably across West Sussex
- Treatment, care and support delivered will be evidence based and monitored through robust clinical governance and/or audit arrangements to ensure the effectiveness and quality of service provision
- The range, quality and effectiveness of treatment, care and support provided should continually improve through a continual evaluation of working practices and learning from performance, service user experiences and feedback, up to date research evidence and models of good practice.
- All services will be provided in a non-discriminatory and professional manner that demonstrates courtesy and respect for individuals, sensitivity to their personal situation and experiences, and takes into account their individual needs in a dignified and confidential manner.

- All services will acknowledge, respect and respond positively to the needs of diverse individuals, including cultural, religious, language, gender, sexuality, disability, age and communication needs, with information on the service made available in such a way that promotes equality of access to and quality of service across all groups of individuals.
- Safeguarding will always be given full consideration and services will be safe and secure
- There will be on-going, transparent and open dialogue with all stakeholders (users, carers, communities, providers and other interested parties) to identify needs and inform the commissioning process.
- There will be rigour in identifying and achieving savings and efficiencies and ensuring best value in the commissioning of services
- Quality and performance monitoring processes and systems to ensure the most effective and efficient use of resources shall be appropriate and proportionate.

SCHEDULE 2 - POOLED FUND

NHS Sussex Integrated Care Board and West Sussex County Council agree to pool the following funding streams.

Better Care Fund Contributions 2023/24:

	Committed Funding
Capital Funding	
Disabled Facilities Grant	£9,414,970
Disabled Facilities Grant – Additional Funding	£821,551
Total Capital Funding	**£10,236,521**
Revenue Funding	
NHS Minimum Contribution – NHS Sussex Integrated Care Board	£71,359,292
NHS Minimum Contribution – Carried forward from 2022/23	£522,225
Improved Better Care Fund	£20,612,666
Additional Discharge Fund: ICB Allocation	£5,295,816
Additional Discharge Fund: Local Authority Grant:	£2,889,864
Total Revenue Funding	**£100,679,863**
Total Better Care Fund Budget	**£110,916,384**

SCHEDULE 3 – COMMITTED FUNDING

Table One:

The table below shows the Committed Funding Contribution of the ICB and the Council to the Pooled Fund in 2023/24.

Scheme Number	Committed Funding Scheme	NHS Sussex Integrated Care Board	West Sussex County Council	TOTAL
1	Disabled Facilities Grant	−	£10,236,521	£10,236,521
2	Maintaining (Protecting) Social Care	£19,729,256	−	£19,729,256
3a	iBCF: Meeting adult social care needs.	−	£11,206,666	£11,206,666
3b	iBCF: Reducing pressures on the NHS, including seasonal winter pressures.	−	£4,550,000	£4,550,000
3c	iBCF: Ensuring the social care provider market is supported.	−	£2,360,000	£2,360,000
3d	iBCF: Supporting more people to be discharged from hospital when they are ready.	−	£2,496,000	£2,496,000
4	Proactive Care	£7,967,096	−	£7,967,096
5	Communities of Practice	£4,751,344	−	£4,751,344
6	BCF Programme Support	£320,660	−	£320,660
7	Responsive Services	£18,671,151	−	£18,671,151
8	Social Prescribing	£486,171	−	£486,171
9	Stroke Recovery Service	£264,759	−	£264,759
10	Combined Placement and Sourcing Team	£814,595	−	£814,595
11	Community EOL Admission Avoidance	£888,782	−	£888,782
12	Care Act Initiatives	£1,277,400	−	£1,277,400
13	Carers Services	£3,448,000	−	£3,448,000
14	Technology Enabled Care	£1,171,900	−	£1,171,900
15a	Community Equipment	£4,381,600	−	£4,381,600
15b	Community Equipment (Health)	£6,637,847	−	£6,637,847
16	ICB non NHS uplifts allocation	£154,297	−	£154,297
17	Hospital Discharge	£916,629	−	£916,629
18	Additional Discharge Fund: Local Authority Grant	−	£2,889,864	£2,889,864
19	Additional Discharge Fund: ICB Allocation	5,295,816	−	5,295,816
		£77,177,333	**£32,917,500**	**£110,916,384**

Table Two:

The table below shows the Commissioning Partner for each scheme in 2023/24.

Scheme Number	Committed Funding Scheme	Committed Funding	Commissioning Partner
1	Disabled Facilities Grant	£10,236,521	West Sussex County Council
2	Maintaining (Protecting) Social Care	£19,729,256	West Sussex County Council
3a	iBCF: Meeting adult social care needs.	£11,206,666	West Sussex County Council
3b	iBCF: Reducing pressures on the NHS, including seasonal winter pressures.	£4,550,000	West Sussex County Council
3c	iBCF: Ensuring the social care provider market is supported.	£2,360,000	West Sussex County Council
3d	iBCF: Supporting more people to be discharged from hospital when they are ready.	£2,496,000	West Sussex County Council
4	Proactive Care	£7,967,096	NHS Sussex Integrated Care Board
5	Communities of Practice	£4,751,344	NHS Sussex Integrated Care Board
6	BCF Programme Support	£320,660	NHS Sussex Integrated Care Board
7	Responsive Services	£18,671,151	NHS Sussex Integrated Care Board
8	Social Prescribing	£486,171	NHS Sussex Integrated Care Board
9	Stroke Recovery Service	£264,759	NHS Sussex Integrated Care Board
10	Combined Placement and Sourcing Team	£814,595	West Sussex County Council
11	Community EOL Admission Avoidance	£888,782	NHS Sussex Integrated Care Board
12	Care Act Initiatives	£1,277,400	West Sussex County Council
13	Carers Services	£3,448,000	West Sussex County Council
14	Technology Enabled Care	£1,171,900	West Sussex County Council
15a	Community Equipment	£4,381,600	West Sussex County Council
15b	Community Equipment (Health)	£6,637,847	West Sussex County Council
16	ICB non NHS uplifts allocation	£154,297	NHS Sussex Integrated Care Board
17	Hospital Discharge	£916,629	NHS Sussex Integrated Care Board
18	Additional Discharge Fund: Local Authority Grant	£2,889,864	West Sussex County Council
19	Additional Discharge Fund: ICB Allocation	£5,295,816	NHS Sussex Integrated Care Board
		£110,916,384	

The Schemes.

For each Scheme further summary detail is contained below. In accordance with the clauses contained in this agreement, the Partners and/or Joint Commissioning Strategy Group can request the provision of further information, including performance and other monitoring information, on Schemes from the Commissioning Partner of those schemes. The Commissioning Partner for each scheme, will provide a summary of expenditure and the outcomes that have been achieved, and meet such other monitoring requirements as agreed, and as may be subsequently required, by the Joint Commissioning Strategy Group.

This reporting will be coordinated, collated and reported by the Better Care Fund Manager as required, and where agreed by the Partners and/or Joint Commissioning Strategy Group, will form part of the ongoing monitoring of the Approved Better Care Fund Plan.

Scheme 1: DISABLED FACILITIES GRANT

To provide for adaptations to a disabled person's property that are both necessary and appropriate for the needs of the disabled person and reasonable and practicable in relation to the property to support individuals across West Sussex to remain independent in their own homes.

A fundamental aim of a DFG is to assist people to remain independent in their own home for longer and therefore this scheme will have a positive impact on the national BCF outcomes as a preventative measure.

Home adaptations play a key role in enabling people of all ages with functional or cognitive disabilities and frailty to live safe, healthy, independent living within their own home through helping to reduce the risk of injury preventing hospital admissions, enabling faster hospital discharges, delaying onset of admission to residential care and reducing on-going health and care costs.

Commissioning Arrangements:

The Commissioning Partner will be West Sussex County Council.

Committed Funding:

£10,236,521.

Scheme 2: MAINTAINING (PROTECTING) SOCIAL CARE SERVICES

To ensure adults who have eligible needs, who are at risk of harm, abuse or neglect and/or who want to live independently for as long as possible are able to receive the person centred social care and support they need in the place they wish to receive it. Without protecting social care services, there will be consequences on people's health and wellbeing and increasing pressures on health services.

The social care services that are protected through this funding need to be seen as part of an integrated whole rather than as a series of disparate activities. Being demand-led, expenditure is influenced by factors that will change over time and thus it is subject to inherent variation. As a result, the funding that the Council receives is effectively equivalent to a block contract, where the services delivered will include, but are not limited to:

- Reablement services
- LD Preventative services
- Domiciliary Care
- Assistant Director Health Integration

The arrangements include both external sourcing / contracting of services and the provision of services through Adult Services.

Commissioning Arrangements:

The Commissioning Partner will be West Sussex County Council.

Committed Funding:

£19,729,256.

Scheme 3: IMPROVED BETTER CARE FUND

The Improved Better Care Fund will be spent in accordance with the grant conditions that specify the funding may only be used for the purposes of:

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

Since 2020-21, funding that was previously paid as a separate grant for managing winter pressures has been included as part of the iBCF grant but is not ringfenced for use in winter.

Commissioning Arrangements:

The Commissioning Partner will be West Sussex County Council.

Committed Funding:

Meeting adult social care needs	£11,206,666
Reducing pressures on the NHS, including seasonal winter pressures	£4,550,000
Supporting more people to be discharged from hospital when they are ready	£2,496,000
Ensuring that the social care provider market is supported	£2,360,000
Total:	**£20,612,666**

Scheme 4: PROACTIVE CARE

Proactive Care+ is being transformed in order to help ameliorate the strategic challenges faced by health and social care services in Coastal West Sussex. These challenges are being exacerbated by both the growth in the frail elderly population and the limitations of the current model of care within primary and community care services for the frail elderly

These limitations are evidenced by increasing growth in the use of urgent and emergency care services for this patient cohort and the consequent disproportionate use of financial resources. The limitations are intensified by the lack of integrated working between Primary and community services – a result of both traditional organizational structures and a patchwork of unaligned commissioning incentives.

The aim of this work is to develop and deliver a new model of Proactive Care+ for the frail, elderly population of Coastal West Sussex by commissioning Primary Care and SCFT (and its subcontractors) to integrate around a defined target population of all of those who fall into any of the following:

- Severe frailty
- Dementia
- Residing in a nursing home
- In the last year of life

Commissioning Arrangements:

The Commissioning Partner will be NHS Sussex Integrated Care Board

Committed Funding:

£7,967,096.

Scheme 5: COMMUNITIES OF PRACTICE

Overview/Strategic Objective:

Communities of Practice are central to delivery of a new model of care and are intended to help tackle the challenges in workload and capacity being experienced in general practice and community based services – creating a more coordinated service to improve patient experience and outcomes; and improving the value we get from the investment we make with greater efficiencies and patients seeing the right person first time rather than having multiple assessments and appointments associated with multiple 'hand-offs' of care.

Communities of Practice are the core element of a wider system of care working in concert with the two responsive services teams and specialist nursing teams in Crawley, Horsham, and Mid Sussex. Communities of Practice are the key ongoing coordinators for patient care for those patients on their caseload, with responsive services providing short term crisis intervention support to both avoid an admission and facilitate early discharge from hospital if admitted.

Specialist nursing provides specialist rapid response working with responsive services when a patient has an exacerbation of their condition to support rapid assessment and treatment with the aim of avoiding a hospital admission. The specialist nursing teams will also work with Community of Practice teams post discharge from hospital to reduce length of stay and optimize the transition from hospital to home and prevent further readmission to hospital.

Communities of Practice are extended community teams based around groups of general practice, bringing together the care resources of community and mental health services, social care, and increasingly community pharmacy, third sector and paramedics focused around a registered population, the delivery of shared outcomes and care organised around individuals, rather than the current position of uncoordinated and inefficient provision of multiple different services to patients through individual patient contacts.

This funding also includes Integrated Response Teams supporting care homes in the region, improving the quality of care for care homes residents and reducing A&E attendances and unplanned admissions from care homes residents into acute care.

Commissioning Arrangements:

The Commissioning Partner will be NHS Sussex Integrated Care Board

Committed Funding:

£4,751,344.

Scheme 6: BETTER CARE FUND PROGRAMME SUPPORT

The scheme supports the Joint Commissioning Strategy Group. This Scheme funds the Better Care Fund (BCF) Coordination Team and other joint posts, who shall be deployed on behalf of the Partners in respect of:

- Coordinating and supporting the development of the West Sussex BCF Plan and its ongoing delivery
- The monitoring and reporting of the BCF plan and the individual BCF schemes
- Provision of the interface with the MHCLG and NHSE Better Care Support Team in respect of BCF planning, metrics trajectories, and quarterly reporting
- Provision of administrative support and reporting to the Joint Commissioning Strategy Group in respect of the Better Care Fund and wider joint commissioning portfolio
- Reporting in respect of the Better Care Fund to the West Sussex Health and Wellbeing Board via the Joint Commissioning Strategy Group
- Programme delivery expertise for specific transformation programmes being delivered within the BCF programme

Commissioning Arrangements:

The Commissioning Partner will be NHS Sussex Integrated Care Board

Committed Funding:

£320,660.

Scheme 7: RESPONSIVE SERVICES

This scheme funds Reablement Services and Responsive Services.

Reablement is about helping people regain the ability to look after themselves following illness or injury. It is different from traditional home care and commissioners and staff need to consider this when commissioning and delivering the service. Reablement funds have been invested by CCGs into Sussex Community NHS Trust to help support services that enable patients to be cared for and lead independent lives, which support and to maximise the effectiveness and value of reablement support to prevent customers from needing to receive additional and/or more intensive health and social care services.

Responsive Services covers the various services provided by Sussex Community NHS Foundation Trust (SCFT). This service supports a range of Home First responsive services e.g., admission avoidance teams and early supported discharge working closely with providers including the local authority, acute hospitals with services integrated Primary Care Networks. The target model of care includes admission avoidance and Discharge to Assess (D2A) philosophies focussed on the management of risk, integrated health and social care teams, personalised, person and family centred approaches, and data sharing and single care records. Under this scheme, capacity will be matched to demand 24/7 for 365 days of the year, and step-up (admission avoidance) will be accessed through a Joint Call Centre / Single Point of Access (SPoA).

Services but are not limited to:

- Community Nursing Teams /One Call
- Enhanced Health in Care Homes (EHCP)
- One Call
- SCFT Community Hospital Beds
- SCFT Therapy Teams
- Urgent Community Response
- Integrated Care Planning and Navigation
- Community Based Schemes
- Personalised Care at Home

Commissioning Arrangements:

The Commissioning Partner will be NHS Sussex Integrated Care Board.

Committed Funding:

£18,671,151.

Scheme 8: SOCIAL PRESCRIBING

Social Prescribing: Empowering the individuals within the target cohort to improve their health and wellbeing and social welfare by connecting them to non-medical and community services. This intervention supports the proactive and rapid response approach across work streams working closely with the voluntary sector. This will reduce direct GP contacts, A&E attendances, emergency admissions and specialist outpatient care. The Link workers providing the service also allow statutory resources to be targeted in a more effective way.

This scheme funds 15 baseline link workers across West Sussex in the addition to those funded under the Additional Roles Reimbursement Scheme through the Primary Care Networks.

Commissioning Arrangements:

The Commissioning Partner will be NHS Sussex Integrated Care board.

Committed Funding:

£486,171.

Scheme 9: STROKE RECOVERY SERVICE

This scheme provides an integrated Six-Month Review Service with Stroke Recovery Support services to meet national standards and support the ambitions of the NHS Long Term Plan in respect of stroke. The scheme is expanded for 2021/22 to include the service in the former Coastal West Sussex are in addition to that in the north of the county.

The Stroke Recovery is designed to support stroke survivors in their recovery by providing tailored support after discharge from hospital, back to their home or community and longer term. An assessment of need is offered in client's homes to identify the support needs of the stroke survivor and a Stroke Recovery Co-ordinator works with the patient to identify the actions required to reach their desired outcome.

The Stroke Six-Month Review service offers a comprehensive, person-centred six-month Post-stroke Review to all stroke survivors. To give opportunities for stroke survivors and their carers to have the best recovery they can through identifying and meeting individuals' needs. Six-month reviews can be undertaken in stroke survivors usual place of residence or remotely.

Commissioning Arrangements:

The Commissioning Partner will be NHS Sussex Integrated Care Board.

Committed Funding:

£264,759.

Scheme 10: COMBINED PLACEMENT AND SOURCING TEAM (ICB contribution)

The Combined Placement and Sourcing Team (CPST) forms a single point of referral, triage and tracking teams for all patients leaving hospital on pathways 1-3 for Health and Social Care. This is accessed through the 'IDT/Discharge Hub' at each acute hospital. CPST also supports community referrals and will act as the central referral point for the wider Community Response and Reablement service supporting both discharge and admissions avoidance.

Commissioning Arrangements:

The Commissioning Partner will be West Sussex County Council.

Committed Funding:

£814,595.

Scheme 11: COMMUNITY END OF LIFE ADMISSION AVOIDANCE

This scheme supports a demonstrable increase in the numbers of patients at the end of life who require an urgent community response when the patient's wish is to remain at home, to ensure a timely and personalised holistic approach to prevent avoidable admissions.

Initiated following criteria assessment, it supports an up to 48 hour package of care provided by the hospices MDT (includes nurses, allied health professionals, advanced nurse practitioners and access to specialist medical advice and support) tailored to the situation. The scheme provides additional funding to the hospices for activity and support of patients above their core bed capacity/ baseline services. It also contributes to keeping hospices as part of the wider strategic system.

Commissioning Arrangements:

The Commissioning Partner will be West Sussex Clinical Commissioning Group.

Committed Funding:

£888,782.

Scheme 12: CARE ACT INITIATIVES

Demographic demand coupled with increasing numbers and complexity of customers is placing increased pressures on Adult Social Care services. The financial consequences of this for the Council have been considerable with the result that the proportion of its budget which is spent on adult social care has increased from less than 32% in 2015/16 to over 36% in 2023/24. Despite that growth the budget remains in a very challenging position. The main reason for this is that approximately 95% of spending relates to the cost of the care needs of people who have been assessed as meeting the eligibility criteria laid down in the Care Act.

The funding will be used by the Council to help fund its duties under the Care Act 2014. These include:

- Wellbeing principle for all citizens of West Sussex
- The provision of services to support Prevention
- National eligibility criteria
- Information and advice to enable people to access and plan care, including the right to advocacy
- Enhanced rights for carers, e.g., the legal right for assessment and support
- Stabilising, strengthening and growing the social care market
- Integration and Co-operation with other public bodies
- Making Safeguarding Personal
- Providing social care services in the prison

Commissioning Arrangements:

The Commissioning Partner will be West Sussex County Council.

Committed Funding:

£1,277,400.

Scheme 13: CARERS SERVICES

This scheme is comprised of the following services:

- Carers Information, Support, and Advice: Empowering Carers, increasing their resilience, supporting their wellbeing, and delivering statutory carers assessments in accordance with the Care Act 2014 and relevant regulations, guidance and policies.

- Carers Support in Hospitals: To provide immediate support to people in a hospital setting, who as a result of a hospital admission of a family member can suddenly find themselves in a caring role or with increased caring responsibilities, and to refer onward to community base carer support services at the point of discharge.

- Carers Health Team: To ensure carers feel less isolated, stay mentally and physically fit and maintain their wellbeing and life outside their carer role.

There is clear evidence that investing in Carers Services improves health and wellbeing outcomes for patients and recipients of care and improves health and wellbeing outcomes for carers, who suffer disproportionately high levels of ill-health.

Commissioning Arrangements:

The Commissioning Partner will be West Sussex County Council.

Committed Funding:

£3,448,600.

Scheme 14: TECHNOLOGY ENABLED CARE

The Technology Enabled Care services include the use of convenient, accessible and cost-effective products or services that allow people of all ages to monitor their own (or someone else's) health and wellbeing, so they may better manage long term conditions, maintain their independence through performing tasks they would otherwise be unable to do, or increase the ease or safety with which tasks can be performed so that they can stay in their own home in their own community.

Technology Enabled Care services are also used as a valuable proactive tool in preventing people from entering the health and social care system.

Commissioning Arrangements:

The Commissioning Partner will be West Sussex County Council.

Committed Funding:

£1,171,900.

Scheme 15: COMMUNITY EQUIPMENT

Community equipment enables people with a wide range of needs, including those with increasingly complex needs to remain in their own home and to support new models of community-based health care.

Community equipment services are provided as a fundamental part of the health and social care system. Effective equipment provision results in good clinical and financial outcomes and is vital in supporting policies and strategies for keeping more people safe, independent and able to self-care in their own home.

Commissioning Arrangements:

The Commissioning Partner will be West Sussex County Council.

Note that this is a joint service with the NHS, with West Sussex County Council managing the health element of the budget on behalf of NHS Sussex Integrated Care Board.

Committed Funding:

£11,018,847 as follows:

- LA element of budget: £4,381,000
- Health element of budget: £6,115,622
- NHS minimum contribution carried forward from 2022/23: £522,225

Scheme 16: ICB non-NHS Uplifts Reserve

To be allocated non-NHS uplifts.

Commissioning Arrangements:

The Commissioning Partner will be NHS Sussex Integrated Care Board.

Committed Funding:

£311,614.

Scheme 17: Hospital Discharge

Discharge schemes funded from the NHS Minimum Contribution:

- WSD005 - Domiciliary Care Rounds: Additional contracted care rounds, phased as required to support system flow
- WSD011- Step Down Beds: Step down beds to support HF flow out of acute

Commissioning Arrangements:

The Commissioning Partner will be NHS Sussex Integrated Care Board.

Committed Funding:

£916,629.

Scheme 18: ADDITIONAL DISCHARGE FUND: LA GRANT

Additional Discharge Fund schemes for 2023/24 to support timely and safe discharge from hospital into the community by reducing the number of people delayed in hospital awaiting social care.

The following services will be commissioned under this scheme:

Service	Planned Expenditure
WSD001 - Additional Social Work Capacity	£1,242,780
WSD003 - WS Mental Health Discharge Hub - CPST	£377,084
WSD004 -Dedicated AMHP in ED (SRH/WGH)	£300,000
WSD006 - Hospital Discharge Care Additional Hours	£970,000
	£2,889,864

Commissioning Arrangements:

The Commissioning Manager will be West Sussex County Council.

Committed Funding:

£2,889,864.

Scheme 19: ADDITIONAL DISCHARGE FUND: ICB ALLOCATION

Additional Discharge Fund schemes for 2023/24 to support timely and safe discharge from hospital into the community by reducing the number of people delayed in hospital awaiting social care.

The following services will be commissioned under this scheme:

Service	Planned Expenditure
WSD002 - WS Mental Health Discharge Hub - Social Workers	£882,916
WSD005A - Domiciliary Care Rounds	£476,068
WSD007 - Additional B6 Nurse Locum to Support Clinical Assessment in HF	£853,680
WSD008 - Complex Discharge Coordinator Admin Role to Support HF Pathway	£81,708
WSD009 - Self-funder Placement Support Service (CHS)	£345,000
WSD010 - Same Day Discharge Front Door Practitioner (WGH and SRH only)	£220,836
WSD012 - Additional DISCOs B4 Admin Support at UHSx	£199,836
WSD013 - SaSH - Same Day Emergency Care Discharge Team	£74,220
WSD014 - Additional PTS Resource (WGH and SRH)	£360,000
WSD015 - Health Care Assistants Providing Additional Care Capacity in Home First	£356,556
WSD016 - Additional Commissioning/ Flow Capacity Co-ordination Manager.	£80,004
WSD017 - Technology Enabled Care (TEC) – Hospital Assessors	£280,000
WSD018 - West Sussex Partners in Care (WSPIC) – Trusted Assessors for Care Homes	£165,000
WSD020 - Additional Therapy (OT)	£120,000
WSD021 - Mental health D2A - Care Hours	£799,992
	£5,295,816

Commissioning Arrangements:

The Commissioning Partner will be NHS Sussex Integrated Care Board.

Committed Funding:

£5,295,816.

SCHEDULE 4 – BCF METRICS

(A) Metric One: Long-term support needs of older people (aged 65 and over) met by admission to residential and nursing care homes, per 100,000 population

Avoiding permanent placements in residential and nursing care homes is a good measure of delaying dependency, and the inclusion of this measure in the framework supports local health and social care services to work together to reduce avoidable admissions. Research suggests that, where possible, people prefer to stay in their own home rather than move into residential care. However, it is acknowledged that for some client groups that admission to residential or nursing care homes can represent an improvement in their situation.

Residential Admissions West Sussex Plan 2023-24:

Annual Rate:	499.6
Numerator:	1,063
Denominator:	212,751

Description: Annual rate of older people whose long-term support needs are best met by admission to residential and nursing care homes.

Numerator: The sum of the number of council-supported older people (aged 65 and over) whose long term support needs were met by a change of setting to residential and nursing care during the year (excluding transfers between residential and nursing care). This data is taken from Short- and Long-Term Support (SALT) collected by NHS Digital.

Denominator: Size of the older people population in area (aged 65 and over). This should be the appropriate Office for National Statistics (ONS) mid-year population estimate or projection.

(B) Metric 2: Proportion of older people (65 and over) who were still at home 91 days after discharge from hospital into reablement / rehabilitation services

There is strong evidence that reablement services lead to improved outcomes and value for money across the health and social care sectors. Reablement seeks to support people and maximise their level of independence, in order to minimise their need for ongoing support and dependence on public services.
This measures the benefit to individuals from reablement, intermediate care and rehabilitation following a hospital episode, by determining whether an individual remains living at home 91 days following discharge – the key outcome for many people using reablement services. It captures the joint work of social services, health staff and services commissioned by joint teams, as well as adult social care reablement.

Reablement West Sussex Plan 2023-24:

Annual Rate:	68.2%
Numerator:	199
Denominator:	292

Description: The proportion of older people aged 65 and over discharged from hospital to their own home or to a residential or nursing care home or extra care housing for rehabilitation, with a clear intention that they will move on/back to their own home (including a place in extra care housing or an adult placement scheme setting), who are at home or in extra care housing or an adult placement scheme setting 91 days after the date of their discharge from hospital.

Numerator: Number of older people discharged from acute or community hospitals to their own home or to a residential or nursing care home or extra care housing for rehabilitation, with a clear intention that they will move on/back to their own home (including a place in extra care housing or an adult placement scheme setting), who are at home or in extra care housing or an adult placement scheme setting 91 days after the date of their discharge from hospital. This should only include the outcome for those cases referred to in the denominator. The numerator will be collected from 1 January to 31 March during the 91-day follow-up period for each case included in the denominator.

Denominator: Number of older people discharged from acute or community hospitals from hospital to their own home or to a residential or nursing care home or extra care housing for rehabilitation, with a clear intention

that they will move on/back to their own home (including a place in extra care housing or an adult placement scheme setting). The collection of the denominator will be between 1 October and 31 December.

(C) Metric 3: Unplanned hospitalisation for chronic ambulatory care sensitive conditions

This indicator measures the number of times people with specific long-term conditions, which should not normally require hospitalisation, are admitted to hospital in an emergency. The numerator is given by the number of finished and unfinished admission episodes, excluding transfers, for patients of all ages with an emergency method of admission and with a primary diagnosis of an ambulatory care sensitive condition such as: acute bronchitis, angina, ischaemic heart disease, heart failure, dementia, emphysema, epilepsy, hypertension, diabetes, COPD, pulmonary oedema.

Avoidable Admissions West Sussex Plan 2023-24:

	Q1 2023/24	Q2 2023/24	Q3 2023/24	Q4 2023/24
Indicator Value:	142.9	120.3	117.8	120.2

Denominator: Mid-year population estimates for England published by the Office for National Statistics (ONS) annually – National Statistics. Available in June following end of reporting year.

Numerator: Hospital Episode Statistics (HES) admitted patient care (APC), provided by NHS Digital – National Statistics Final annual and quarterly HES data are usually released in the November following the financial year-end.

(D) Metric 4: Improving the proportion of people discharged home using data on discharge to their usual place of residence.

This is an important marker of the effective joint working of local partners and is a measure of the effectiveness of the interface between health and social care services. Minimising delayed transfers of care and enabling people to live independently at home is one of the desired outcomes of social care. There is evidence that recovery and independence for people who have been admitted to hospital are improved if they are discharged to their own home.

Discharge to Usual Place of Residence West Sussex Plan 2023-24:

	Q1 2023/24	Q2 2023/24	Q3 2023/24	Q4 2023/24
Quarter %:	88.8%	88.5%	88.5%	88.8%
Numerator:	16,104	15,942	15,741	16,028
Denominator:	18,141	18,016	17,787	18,056

Denominator: The proportion of discharges that are to a person's usual place of residence.

Numerator: All completed hospital spells recorded in SUS – calculation on monthly total.

(E) Metric 5: Reducing the number of emergency hospital admissions due to falls in people over 65.

Falls are the largest cause of emergency hospital admissions for older people, and significantly impact on long term outcomes. This indicator is an important measure around joint working between adult social care and health partners (e.g., urgent community response services) to prevent hospital admissions and reduce falls which will improve outcomes for older people and support independence.

Reducing the number of emergency hospital admissions due to falls in people over 65.

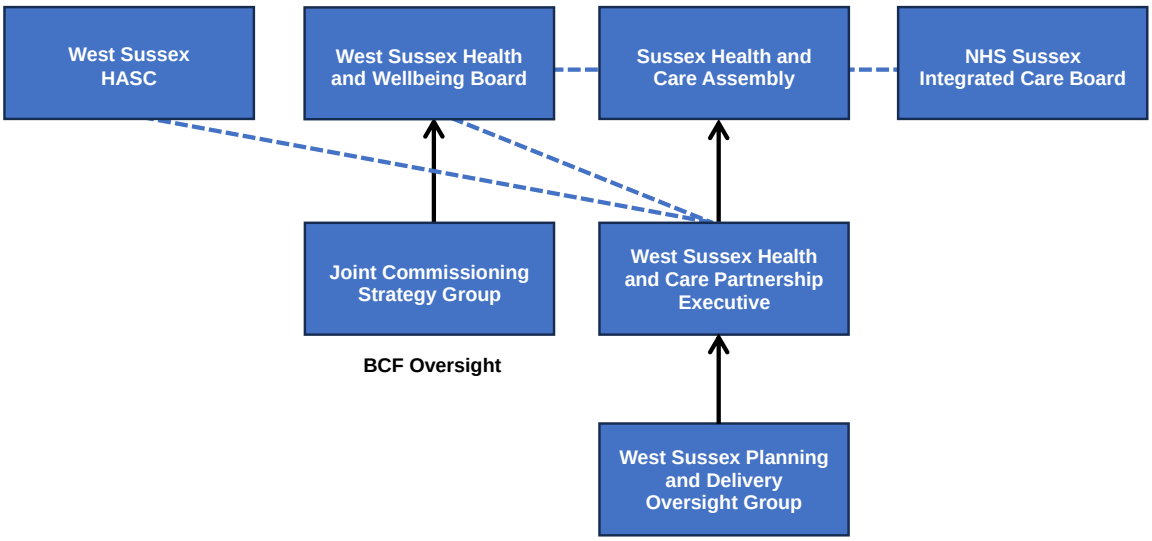
Falls West Sussex Plan 2023-24:

Indicator Value:	2,058.1
Count:	4,553
Population:	202,708

Numerator: Emergency admissions for falls injuries for people over the age of 65, classified by primary diagnosis code (ICD10 code S00 to T98) and external cause (ICD10 code W00 to W19) and an emergency admission code (episode order number equals 1, admission method starts with 2).

Denominator: Local Authority level estimates of resident population aged 65 and over.

SCHEDULE 5 – GOVERNANCE DIAGRAM



SCHEDULE 6- POLICY FOR THE MANAGEMENT OF DECLARATIONS OF INTEREST

1. All ICB and Council members of the Joint Commissioning Strategy Group shall declare to the respective chairs at the first opportunity any personal interests, financial or otherwise, which may give rise to a conflict of interests during the course of this Agreement. Such interests include other employment, business interests and positions of authority in a charity or voluntary body in the field of health and social care, and any connection with a voluntary or other body contracting for services connected with the Partners.

2. Where additional BCF meetings, workshops etc. approved by JCSG are held, or otherwise required by the ICB or the Council, the participants will be asked to declare to declare any personal interests financial or otherwise. These will be noted in the minutes and reported to the BCF Manager who shall inform the next Joint Commissioning Strategy Group.

3. The Joint Commissioning Strategy Group will agree appropriate actions to be taken when a Conflict of Interest is identified.

4. All ICB and Council staff engaged in the delivery of services under this Agreement must comply with their own organisational procedures in respect of conflicts of interest in addition to the requirements set out in this Schedule. Council staff shall also comply with the Council's Code upon Employee Conduct and Propriety. ICB staff shall comply with their own organisation's code of employee conduct.

SCHEDULE 7– EXIT PROTOCOL

In the event that this Agreement is terminated the Partners agree to co-operate to ensure an orderly wind down of their joint activities as set out in this Agreement.

The general principle is that commitments entered into by a Partner by the time of such termination will be covered by the Partners through the Pooled Fund or through additional contributions in the same ratio as their initial contributions to the Better Care Fund, until the commitments end or can be reasonably and lawfully terminated.

However, the Commissioning Partner of the Scheme being wound down must act in good faith, in a timely manner and with due diligence. They shall terminate the Scheme and cease to incur additional expenditure as soon as is reasonably possible.

If an exit from a Scheme is required, the following provisions shall (unless agreed otherwise by the Partners or the Joint Commissioning Strategy Group) have effect:

1. the Council shall ensure or procure the continued provision of the Services related to the Health Related Functions;
2. the ICB shall ensure or procure the continued provision of the Services related to the NHS Functions;
3. each Partner shall use its reasonable endeavours to arrange and ensure the novation of any contracts which were novated by the other Partner (or other contracts either substituted or entered into solely in connection with the other Partner's Functions) back to that other Partner, who shall accept such novation;
4. The ICB and the Council shall work together to ensure an orderly handover in relation to all aspects of the Functions and shall at all times act in such a manner as not to adversely affect the delivery of the Services.
5. The Partners agree that all such information as may be provided to the others may be passed on to any prospective or new service providers (in confidence) for the purposes of future provision of the Functions and obtaining advice only.
6. The Partners shall transfer ownership, to the originating Partner, of the records and information relating to the Functions, including any relevant records that were transferred to the other(s) at the Commencement Date or in the course of the Agreement.
7. the Partners shall agree a just and equitable approach to the final reconciliation of any budgetary underspend or overspend which shall be in accordance with the relevant provisions contained in Clause 10

SCHEDULE 8- INFORMATION SHARING AGREEMENT

Introduction

This Information Sharing Agreement has been developed to establish a comprehensive and consistent standard within and across organisations involved in the delivery of Better Care Fund Schemes in respect of the management of personal confidential data. It places Data Subjects at the centre of the process of how their information is used. All Signatories will adopt and implement this agreement.

1. PURPOSE

This Information Sharing Agreement (ISA) is the first element of this implementation. It sets out the rules, values and principles for information processing and sharing between organisations, irrespective of the purpose. It is aimed at an organisation's strategic level. It is not a legally binding document, but one that promotes effective practice when sharing information.

The sharing of relevant and appropriate information on a need-to-know basis between the Signatories and their staff is vital in ensuring that individuals receive seamless, high quality support and the type and level of support most appropriate to their needs. As such, the Signatories must have a high degree of confidence and trust in the organisations with which they share information. This document sets out the standards expected to provide this assurance.

This Agreement should be read in conjunction with the Sussex Wide Overarching Information Sharing Protocol (see Appendix C)

1.1. Information Categories

There are two broad categories of information relating to individuals that organisations may wish to collect, store and share, as detailed below:

Personal Data as defined by UK GDPR:

Any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person

Special Categories' of Personal Data: UK GDPR highlights Special Categories' of Personal Data and defines these as:

The racial or ethnic origin of the data subject;
Their political opinions;
Their religious beliefs or other beliefs of a similar nature;
Whether a member of a trade union (within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1998;
Genetic data;
Biometric data for the purpose of uniquely identifying a natural person;
Their physical or mental health or condition;
Their sexual life.

2. SCOPE

2.1. General

This ISA lays the foundation for secure and confidential sharing of personal confidential data within and across the organisational boundaries of the signatories (see section 9). It is a statement of the principles and assurances which govern that activity and provides that the rights of all the partner organisations involved, including staff and data subjects are upheld in a fair and proportionate manner by ensuring clarity and consistency of practice in accordance with:

- the duties and powers (express or implied) arising from relevant legislation incumbent upon statutory bodies or their sub-contractors,
- the Data Protection Act 2018,
- UK General Data Protection Regulations
- the Human Rights Act 1998,
- the Freedom of Information Act 2000,

- the Access to Health Records Act 1990,
- the Caldicott Principles (see appendix B for further details),
- common-law duties (e.g., confidentiality), and
- Any other relevant statutory and non-statutory regulations and/or guidance.

It is designed to support and supplement the requirements arising from existing legislation and guidance as outlined above, which are referenced elsewhere in this document.

2.2. Statutory Sector Bodies

This ISA is intended to operate across all partner organisations in the statutory sector including, but not restricted to: health and local authorities, and those organisations operating in the private and voluntary sectors where they are undertaking a statutory function. The specific signatories to this agreement are listed in section 9.

All organisations operating within a statutory framework must show that they have the necessary legal basis (express or implied powers, for example, public task from the data subject) to process and disclose person-identifiable information. These can be derived from the specific legislative requirements to provide services that, by their very nature, necessitate the sharing of information if they are to be delivered effectively.

In this context, statutory sector bodies and those carrying out statutory functions on their behalf, should first consider what statutory powers or duties they may be subject to, in relation to sharing personal confidential data, and also should consider the issue of data subject consent. However, sharing of information must still be in accordance with the individual's statutory rights and legitimate expectations.

Where a statutory body is bound by particular legislation, regulation or guidance in respect of data subject consent, then this must be adhered to (see Section 7).

2.3. Private and Voluntary Sector Bodies

Organisations within the private and voluntary sectors who are not undertaking statutory functions will be required to adopt this Agreement and become signatories to the ISA.

Private and Voluntary Sector Bodies must also adopt and adhere to the Sussex Wide Overarching Information Sharing Protocol. This approach is especially recommended where these bodies are working with statutory sector bodies to provide effective support to people.

In this context, these private and voluntary sector bodies must have the data subject's prior before sharing personal confidential data with other service providers, unless this can be overridden due to an exemption as laid out in the within UK GDPR

2.4. Standard Operating Procedures / Data Protection Impact Assessments (DPIAs)

This Information Sharing Agreement will be supplemented by appropriate Standard Operating Procedures (SOPs) or Data Protection Impact Assessment's (DPIAs) wherever there is a requirement for the processing and/or sharing of personal confidential data within and between two or more Signatories.

Standard Operating Procedure / Data Protection Impact Assessment's will:

- define the specific purpose(s) for information sharing and the relevant legislative powers,
- detail the organisations who are Signatory to it and the group(s) of people it impacts upon,
- clarify the types of information to be shared and how this will be shared,
- Identify any common policies and standards that will apply across the community, including the process for review.

All Signatories must ensure they document the sharing and management of information and ensure all requirements within this ISA are documented as necessary within their Standard Operating Procedures/DPIAs.

2.5. Other Arrangements/Contracts

Where it is a requirement to disclose personal confidential information between Signatories as part of a formal funding/contractual arrangement, then all Signatories must be made aware of this as part of the funding/contractual process and not subsequent to the grant/contract being completed.

It is recommended that this Agreement and any associated SOPs and DPIAs are included as annexes to any such contracts.

2.6. Safeguarding

This protocol does not overrule any safeguarding processes.

Where there is concern that an individual may be suffering, or is at risk of suffering harm, the individual's safety and welfare must be the first consideration. In these circumstances staff must follow their safeguarding Procedures. Staff should also give due consideration to the 'Caldicott Principles' as outlined in Appendix B and seek guidance from their Caldicott Guardian where appropriate.

3. SIGNATORIES TO THE INFORMATION SHARING AGREEMENT AND INDEMNITY

All Signatories to this Agreement will adopt these Information Sharing arrangements. All Signatories will remain Joint Data Controllers for information that is shared in accordance with this ISA.

4. REQUIREMENTS

4.1. General

This section outlines the principal requirements that all Signatories must work towards. It has been designed to act as a primary checklist of actions and responsibilities which, if fully implemented and adhered to, should help to ensure that the treatment of data subjects' information is compliant with current legislation and good practice.

4.2. Adoption and Approval

Formal adoption and approval of this ISA and other aspects of this ISA (including any associated SOPs and DPIAs) are the responsibility of the Signatories.

All Signatories agree to support the adoption, dissemination, implementation, monitoring and review of this ISA and the other associated documents comprising the Agreement in accordance with their own internal, and any other jointly agreed and authorised processes. To facilitate this, all Signatories must identify a designated person (to be detailed on the Declaration of Acceptance and Participation) who shall have this responsibility.

4.3. Information Governance (IG)

Each organisation shall have in place appropriate internal IG and/or operational policies and procedures that will facilitate the effective processing of personal confidential data which is relevant to the needs of the organisation, their managers/practitioners and their staff. These should incorporate Caldicott Guardian principles.

To provide assurance that an effective IG Assurance Framework is in place, all Signatories shall be required to complete and publish an organisational Data Security & Protection Toolkit on an annual basis.

In the event of any dispute arising between one or more of the signatories in respect of the Agreement and any of its associated documents/related processes then this must be addressed via **the Better Care Fund Manager.**

4.4. Designated Person

All Signatories must nominate a designated person (e.g., Caldicott guardian, data protection officer, Information Governance Manager other relevant manager, etc.) to be detailed on the Declaration of Acceptance and Participation with responsibility for ensuring that their organisation complies with legal and other appropriate requirements, obligations and guidance in respect of information processing and sharing. In addition, it is recommended that the designated person should also be responsible for:

- internal IG and/or operational procedures and processes
- the dissemination and implementation of, and monitoring and evaluating adherence to, this ISA and related guidance within their organisation
- facilitating the training, advice and ongoing support to all relevant staff in respect of this ISA and associated guidance
- dealing with any concerns/complaints that have been raised by people or practitioners and any other instances of non-compliance, internal or by Signatories, in accordance with agreed procedures
- Ensuring that the views and rights of people are respected and acted upon, including, but not restricted to, confidentiality, subject access requests, disclosure of personal confidential data without consent, etc.

- deciding upon requests to disclose information, even where the data subject has consented, to an organisation that is not a signatory of this, or other appropriate, arrangements
- liaising with other signatory organisations
- reviewing and commenting on any amendments to this ISA, and
- Ensuring the list of signatories is up-to-date and appropriately circulated.

4.5. Staff Requirements

The conditions, obligations and requirements set out in this ISA and associated SOPs / DPIAs will apply to all appropriate staff, agency workers and volunteers working within partner organisations.

All Signatories should ensure that their staff have appropriate confidentiality arrangements that detail the possible consequences of unauthorised or inappropriate disclosure of data subject information. This should be incorporated into staff contracts (see Sections 7.1 and 7.2).

All Signatories must ensure that all appropriate staff have the necessary level of Disclosure & Barring Service (DBS) clearance in accordance with the relevant legislation and Government guidance.

4.6. Circulation/Dissemination

This ISA and associated SOPs / DPIAs, shall be freely available to any representative of any Signatory and relevant staff via the most appropriate communications channel. It shall also be available to data subjects and, wherever possible, to the general public upon request.

4.7. Articla5 of the UK GDPR sets out seven key principles which lie at the heart of the general data protection regime.

Article 5(1) requires that personal data shall be:

(a) processed lawfully, fairly and in a transparent manner in relation to individuals ('lawfulness, fairness and transparency');

(b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes ('purpose limitation');

(c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimisation');

(d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('accuracy');

(e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals ('storage limitation');

(f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality').

Article 5(2) adds that:

The controller shall be responsible for, and be able to demonstrate compliance with, paragraph 1 ('accountability').

4.8. Deceased Persons

Whilst the Data Protection Act only relates to living individuals, where there is a requirement to share information about a deceased data subject, health and social care organisations should refer to the Access to Health Records Act 1990and the common law duty of confidence.

4.9. Quality and Accuracy of Personal Confidential Data

Each Signatory is responsible for the quality and accuracy of the personal confidential data it obtains, records, holds, uses and shares.

Wherever desirable and practicable, Signatories are encouraged to adopt a standard format for information exchange in order to establish and maintain a consistent approach to the way that information is collected, stored and shared.

4.10. Use of personal confidential data for Evaluation and Research Purposes

Each Signatory may use personal confidential data for the purpose of evaluation and research, including the use of agents acting on your behalf, provided that it is contained within the notification to the ICO and data subjects have been made aware of this purpose.

If consent is being relied upon for this purpose, then each organisation must ensure that they comply with the fair and lawful processing principle as defined by UK GDPR and clearly inform individuals of their right to opt-out. Where a change of use has taken place regarding the further use of personal confidential data then further consent must be sought from the data subject.

4.11. Use of personal confidential data for Marketing and Commercial Purposes

Organisations must not use personal confidential data which has been shared, as a result of this ISA, for the purpose of any marketing and/or commercial activities without the consent of the data subject and the agreement of the partner organisations.

4.12. Information Retention

Organisations must ensure that information is held in line with prevailing NHS retention and disposal guidelines. Where organisational retention schedules differ, a consistent approach should be agreed to ensure information is held for at least the period of time defined in the national guidance, and this is documented within a SOP.

4.13. Information Access and Security

Each Signatory must ensure that appropriate technical and organisational measures are in place that protect against unauthorised or unlawful processing of personal information and against accidental loss or destruction of, or damage to, personal confidential data.

Each Signatory must have in place a level of security in line with the sensitivity and classification of the information to be stored and/or shared, including information transferred to/received from other organisations.

Each Signatory must ensure that mechanisms are in place to address the issues of physical security, security awareness and training, security management, systems development, role- or position-based access controls/practitioner access levels, information transfer and receiving and system specific security policies.

Wherever common protective markings are used (e.g. unrestricted, confidential, restricted, etc.) then each Signatory should agree and document the common meaning of these terms in order to ensure that the transmission/receipt and storage of information is marked appropriately to the level of security required.

4.14. Staff Awareness and Training

All Signatories have a responsibility to ensure that all relevant staff receive training, advice and ongoing support in order to be made aware and understand the implications of the following:

- This ISA and any other associated documents. This is to include any associated operational requirements arising from the implementation of these.
- The underpinning and organisation specific legislation and associated regulations/guidance in respect of information sharing and any express or implied powers arising from these.
- Common law duties (e.g. confidentiality).
- Appropriate Codes of Practice and other associated regulations/guidance (e.g. NHS Confidentiality, Information Security Management, Records Management, etc.).

5. CONFIDENTIALITY

Confidential information is information of some sensitivity which is not already in the public domain or readily available from another public source and which has been shared in a relationship where the data subject (or other person) giving it understood that it would not be shared with others without their express consent. This is covered by the Common Law Duty of Confidentiality. In some cases, there may also be a statutory obligation to maintain confidentiality.

All staff will be sensitive to the need for confidentiality when discussing data subjects with other Signatories. The relationship between the Signatory, practitioners and data subjects must be based on the assumption that their relationship is for the benefit of the data subject.

All staff will need to be guided by their organisation's policies and procedures on information sharing and their professional codes of conduct and/or practice in this respect. However, all staff will need to bear in mind that the duty of confidentiality is not absolute, for example, in cases where safeguarding concerns have been identified, and should seek additional guidance where necessary.

6. CONSENT

As stated throughout this document, the data subject should be at the centre of what happens to their information. Therefore, as part of this, organisations and their practitioners should actively inform data subjects, when they first engage with the service, as to the lawful basis under which their information may be gathered, recorded and shared.

If consent is the lawful basis for processing, the approach to securing consent to collect and share information must be transparent and respect the individual giving it. Consent should, if appropriate, be:

Consent must be freely given
Consent should be obvious and require a positive action to opt in.
Consent must specifically cover the controller's name, the purposes of the processing and the types of processing activity.
Explicit consent must be expressly confirmed in words, rather than by any other positive action.
Specify why the data will be collected and what the organisation will do with the data.
Name the organisation and any third party controllers who will be relying on consent.
Inform individuals how they can withdraw their consent.
Not a precondition of a service

Signatories must also have processes in place to deal with scenarios where consent is withdrawn at a later date, to ensure that no further processing takes place against the wishes of the data subject (unless there is an over-riding public interest or statutory reason).

7. MONITOR AND REVIEW

7.1. Non-Compliance (Internal)

Instances of internal non-compliance with this ISA will be logged and reported to the appropriate designated person (see Section 4.4). They should be dealt with promptly and in accordance with the relevant organisation's Information Governance operational policies and procedures. These should be described in the appropriate SOP. Incidents should be logged and reported. These types of incidents include, but are not restricted to:

- Inappropriate refusal to disclose information
- Inappropriate conditions being placed on disclosure'
- Disregard of the information sharing agreement and associated documents and
- Disregard of the views and rights of data subjects.

7.2. Non-Compliance (Partner Organisations)

Instances of non-compliance with this ISA will be reported to the relevant organisation's designated person. These instances should be dealt with promptly in accordance with the organisation's Information Governance operational policies and procedures and should be described in the appropriate SOP.

In addition, for both internal and external non-compliance, each organisation shall also inform such regulatory bodies as need to know or they are required to inform of any breaches, for example, the ICO. This should be the responsibility of the designated person. These reporting requirements should also be described in the appropriate SOP.

7.3. Data subject/Practitioner Concerns

Any concerns or complaints received from data subjects (or their authorised representatives) relating to the processing/sharing of their personal information should be dealt with promptly in accordance with the organisations complaints procedure and, where appropriate, the conditions outlined in Sections 7.1 and 7.2 and in the appropriate SOP.

Any concerns or complaints received from practitioners relating to the operation of this ISA will be referred to their organisation's designated person who will respond in accordance conditions outlined in Sections 7.1 and 7.2 and with the internal policies and procedures of that organisation and in the appropriate SOP.

7.4. Formal Review

These arrangements notwithstanding, this ISA and any associated procedures and systems for the sharing of information will be subject to on-going review and, at a minimum, a formal review by all Signatories every three years or when legislation or local practice dictates. Signatories are also reminded to revisit this ISA (and any associated DPIA) to ensure continued compliance with GDPR (see section 2.1). The details in Appendix A will also need to be updated as part of this review.

New 'Declaration of Acceptance and Participation' will only be required should there be a major change to this ISA or if the main signatory or designated person's details should change.

8. EFFECTIVE DATE

This ISA is effective from the date of commencement.

Should any major changes in legislation or good practice guidelines occur, all designated persons will be notified by email of the change and that a new Declaration of Acceptance and Participation is required.

Should the designated person who has signed the Declaration of Acceptance and Participation change, a new declaration will be required to ensure that they are aware of the ISA and agree to its use.

9. SIGNATORIES TO THIS AGREEMENT

- West Sussex County Council
- NHS Sussex Integrated Care Board

Appendix A – Data Protection Act Principles

The Data Protection Principles

Personal data must be:

(a) processed lawfully, fairly and in a transparent manner in relation to individuals;

(b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes;

(c) Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;

(d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay;

(e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals;

(f) Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

Conditions for processing:

Personal data:

Processing shall be lawful only if and to the extent that at least one of the following applies:

6(1)(a) - the data subject has given consent to the processing of his or her personal data for one or more specific purposes;

6(1)(b) - processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;

6(1)(c) - processing is necessary for compliance with a legal obligation to which the controller is subject;

6(1)(d) - processing is necessary in order to protect the vital interests of the data subject or of another natural person;

6(1)(e) - processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller, this includes processing of personal data that is necessary for—

(a) the administration of justice,
(b) the exercise of a function of either House of Parliament,
(c) the exercise of a function conferred on a person by an enactment or rule of law,
(d) the exercise of a function of the Crown, a Minister of the Crown or a government Department, or
(e) an activity that supports or promotes democratic engagement*

Special categories of data

To process special categories of personal data you must have both a lawful basis under Article 6 AND under Article 9.

9(2) (a) - the data subject has given explicit consent

9(2) (b) -processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law (this condition is only met if it also meets a condition in Part 1 of Schedule 1 of the Data Protection Act 2018) (See below).

9(2) (c) - processing is necessary to protect the vital interests of the data subject or of another natural person where the data subject is physically or legally incapable of giving consent;

9(2)(d) - processing is carried out in the course of its legitimate activities with appropriate safeguards by a foundation, association or any other not-for-profit body with a political, philosophical, religious or trade union aim and on condition that the processing relates solely to the members or to former members of the body or to persons who have regular contact with it in connection with its purposes and that the personal data are not disclosed outside that body without the consent of the data subjects;

9(2) (e) - processing relates to personal data which are manifestly made public by the data subject;

9(2) (f) - processing is necessary for the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity;

9(2) (g) - processing is necessary for reasons of substantial public interest, is permitted by law and which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject (this condition is only met if it meets a condition in Part 2 of Schedule 1 of the Data Protection 2018).

9(2) (h) - processing is necessary for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services on the basis of law or pursuant to contract with a health professional and subject to the conditions and safeguards referred to in paragraph 3 (this condition is only if it meets a condition in Part 1 of Schedule 1 of the Data Protection Act 2018).

9(2) (i) - processing is necessary for reasons of public interest in the area of public health, such as protecting against serious cross-border threats to health or ensuring high standards of quality and safety of health care and of medicinal products or medical devices, on the basis of Union or Member State law which provides for suitable and specific measures to safeguard the rights and freedoms of the data subject, in particular professional secrecy(this condition is only if it meets a condition in Part 1 of Schedule 1 of the Data Protection Act 2018);

9(2) (j) - processing is necessary for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in accordance with Article 89(1) based on law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject(this condition is only if it meets a condition in Part 1 of Schedule 1 of the Data Protection Act 2018).

Appendix B – Caldicott Principles

Principle 1: Justify the purpose(s) for using confidential information

Every proposed use or transfer of confidential information should be clearly defined, scrutinised and documented, with continuing uses regularly reviewed by an appropriate guardian.

Principle 2: Use confidential information only when it is necessary

Confidential information should not be included unless it is necessary for the specified purpose(s) for which the information is used or accessed. The need to identify individuals should be considered at each stage of satisfying the purpose(s) and alternatives used where possible.

Principle 3: Use the minimum necessary confidential information

Where use of confidential information is considered to be necessary, each item of information must be justified so that only the minimum amount of confidential information is included as necessary for a given function.

Principle 4: Access to confidential information should be on a strict need-to-know basis

Only those who need access to confidential information should have access to it, and then only to the items that they need to see. This may mean introducing access controls or splitting information flows where one flow is used for several purposes.

Principle 5: Everyone with access to confidential information should be aware of their responsibilities

Action should be taken to ensure that all those handling confidential information understand their responsibilities and obligations to respect the confidentiality of patient and service users.

Principle 6: Comply with the law

Every use of confidential information must be lawful. All those handling confidential information are responsible for ensuring that their use of and access to that information complies with legal requirements set out in statute and under the common law.

Principle 7: The duty to share information for individual care is as important as the duty to protect patient confidentiality

Health and social care professionals should have the confidence to share confidential information in the best interests of patients and service users within the framework set out by these principles. They should be supported by the policies of their employers, regulators and professional bodies.

Principle 8: Inform patients and service users about how their confidential information is used

A range of steps should be taken to ensure no surprises for patients and service users, so they can have clear expectations about how and why their confidential information is used, and what choices they have about this. These steps will vary depending on the use: as a minimum, this should include providing accessible, relevant and appropriate information - in some cases, greater engagement will be required.

The duty to share information can be as important as the duty to protect patient confidentiality.

Health and social care professionals should have the confidence to share information in the best interests of their patients within the framework set out by these principles. They should be supported by the policies of their employers, regulators and professional bodies.

Appendix C - Sussex Wide Information Sharing Protocol

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Sussex-Wide ISP v4.0