

Dated

2024

READING BOROUGH COUNCIL
and
BUCKINGHAMSHIRE, OXFORDSHIRE, BERKSHIRE WEST
(BOB)
INTEGRATED CARE BOARD (ICB)

FRAMEWORK PARTNERSHIP AGREEMENT RELATING
TO THE COMMISSIONING OF HEALTH AND SOCIAL
CARE SERVICES^{1 2}
(2024 – 2025)

¹ [PRN00315-better-care-fund-planning-requirements-2023-25.pdf \(england.nhs.uk\)](https://www.gov.uk/government/publications/better-care-fund-policy-framework-2023-to-2025/addendum-to-the-2023-to-2025-better-care-fund-policy-framework-and-planning-)

² <https://www.gov.uk/government/publications/better-care-fund-policy-framework-2023-to-2025/addendum-to-the-2023-to-2025-better-care-fund-policy-framework-and-planning->

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AGREED TERMS

1 DEFINED TERMS AND INTERPRETATION

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

2000 Act means the Freedom of Information Act 2000.

2004 Regulations means the Environmental Information Regulations 2004.

2006 Act means the National Health Service Act 2006 (as amended by the Health and Social Care Act 2012 and 2022).

2012 Act means the Health and Social Care Act 2012 (and subsequent updates within the Health and Social Care Act 2014 and 2022).

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

Agreement means this agreement including its Schedules and Appendices.

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

Approved Expenditure means any expenditure approved by the Partners in writing or as set out in the Scheme Specification in relation to an Individual Service above any Contract Price, Permitted Expenditure or agreed Third Party Costs.

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

BCF Integration Update Quarterly Report means the quarterly report produced by the Partners in relation to the Better Care Fund performance, and provided to the Health and Wellbeing Board.

Berkshire West Urgent and Emergency Care Programme Board means the body which has responsibility for operational delivery of the Berkshire West Integrated approach to Hospital Discharge and Intermediate Care Programmes.

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

Better Care Fund Plan means the plan agreed by the Partners for the Financial Year 2024/25 setting out the Partners plan for the use of the Better Care Fund, as attached in Schedule 6.

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

ICB Minimum Contribution means the minimum amount of the total Better Care Fund provided to support Social Care Services by the ICB, as required under the National Health Service Act 2006 ('the NHS Act').

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

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

Commencement Date means 00:01 hrs on 1 April 2024.

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

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

Contract Price means any sum payable 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.

Data Controller: shall take the meaning given in the UK General Data Protection Regulations (GDPR).

Data Processor: shall take the meaning given in the UK General Data Protection Regulations (GDPR).

Data Protection Legislation: this includes:

- (a) the Data Protection Act 2018 (DPA 2018) to the extent that it relates to processing of personal data and privacy.
- (b) The UK General Data Protection Regulation which is the retained EU law version of the General Data Protection Regulation (EU) 2016/679 (GDPR) and any applicable national implementing Laws as amended from time to time.
- (c) The Law Enforcement Directive (EU) 2016/680 (LED) and any applicable national implementing Laws as amended from time to time. Data Security and Protection Toolkit: an online self-assessment tool that all organisations must use if they have access to NHS patient data and systems: [Data Security and Protection Toolkit - NHS Digital](#). An incident reporting tool for data security and protection incidents is available within the Data Security and Protection Toolkit. Reportable data security and protection incidents must be notified through the reporting tool. Guidance materials are available to support organisations assess whether incidents should be reported: <https://www.dsptoolkit.nhs.uk/Help/29>.

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) as a consequence of (i) breach by any or all of the Partners of an obligation(s) in whole or in part) under a 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.

Extension Period means the extension of the duration of the Agreement in accordance with Clause 2.5.

Financial Contributions means the financial contributions made by each Partner to a Pooled Fund in any Financial Year, as set out in Schedule 3.

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

Force Majeure Event means one or more of the following:

- (a) war, civil war (whether declared or undeclared), riot or armed conflict;
- (b) acts of terrorism;
- (c) acts of God;
- (d) fire or flood;
- (e) industrial action;
- (f) prevention from or hindrance in obtaining raw materials, energy or other supplies;
- (g) any form of contamination or virus outbreak; and
- (h) any other event in each case where such event is beyond the reasonable control of the Partner claiming relief.

FOIA: The Freedom of Information Act 2000 and any subordinate legislation made under it from time to time, together with any guidance or codes of practice issued by the Information Commissioner or relevant Regulatory Body concerning this legislation.

Functions means together the NHS Functions and the Authority's Health Related Functions

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

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

Health-Related Services: means services that may have an effect on the health of individuals but are not health services or social care services. The provision of housing accommodation is considered a health-related service.

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

Individual Scheme means one of the schemes which has been agreed by the Partners to be included within this Agreement using the powers under Section 75 as documented in a Scheme Specification.

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 Council Functions through integrated structures.

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

Law means:

- (a) any statute or proclamation or any delegated or subordinate legislation;
- (b) any guidance, direction or determination with which the Partner(s) or relevant third party (as applicable) are bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Partner(s) or relevant third party (as applicable); and
- (c) any judgment of a relevant court of law which is a binding precedent in England.

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

Lead Commissioner means the Partner responsible for commissioning an Individual Service under a Scheme Specification.

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

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

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

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

Non-Recurrent Payments means funding provided by a Partner to a Pooled Fund in addition to the Financial Contributions pursuant to arrangements agreed in accordance with Clause 8.4.

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

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

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

Permitted Expenditure has the meaning given in Clause 7.3.

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

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 for the relevant Pooled Fund established under an Individual Scheme as is nominated by the Host Partner from time to time to manage the Pooled Fund in accordance with Clause 10.

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

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

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

Quarter 1 (Q1): 1 April to 30 June

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Quarter 2 (Q2): 1 July to 30 September

Quarter 3 (Q3): 1 October to 31 December

Quarter 4 (Q4): 1 January to 31 March

And the term "**Quarterly**" shall be interpreted accordingly.

Reading Integration Board means the board responsible for review of performance and oversight of this Agreement as set out in Clause 19.2 and Schedule 2 or such other arrangements for governance as the Partners agree.

Reading Integration Board Quarterly Reports means the Better Care Fund performance reports, based on the metrics and funding agreed in the BCF Plan, that the Pooled Fund Manager shall produce and provide to the Reading Integration Board, **Berkshire West Urgent and Emergency Care Programme Board (BW U&ECPB)** and the Reading Health and Wellbeing Board, on a Quarterly basis.

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

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

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

Services Contract means an agreement entered into by one or more of the Partners in exercise of its obligations under this Agreement to secure the provision of the Services in accordance with the relevant Individual Scheme.

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

SOSH means the Secretary of State for Health.

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

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

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.

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- 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.

2 TERM AND EXTENSION

- 2.1 This Agreement shall come into force on the Commencement Date.
- 2.2 This Agreement shall continue until it is terminated in accordance with Clause 22.
- 2.3 The duration of the arrangements for each Individual Scheme shall be as set out in the relevant Scheme Specification or if not set out, for the duration of this Agreement unless terminated earlier by the Partners.
- 2.4 This Agreement supersedes the BCF 2023/24 Agreement without prejudice to the rights and liabilities of the Partners under the BCF 2023/24 Agreement.
- 2.5 The Partners may agree to extend this Agreement for a period of 12 months the 'Extension Period' subject to the availability of the budget for the Services. The provisions of this Agreement will continue to apply (subject to any Variation) throughout any such Extension Period. General Principles
- 2.6 Nothing in this Agreement shall affect:
 - 2.6.1 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
 - 2.6.2 any power or duty to recover charges for the provision of any services (including the Services) in the exercise of any local authority function.
- 2.7 The Partners agree to:
 - 2.7.1 treat each other with respect and an equality of esteem;

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

2.7.3 provide early information and notice about relevant problems.

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

3 PARTNERSHIP FLEXIBILITIES

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

3.1.1 Lead Commissioning Arrangements;

3.1.2 Integrated Commissioning;

3.1.3 Joint (Aligned) Commissioning;

3.1.4 the establishment of one or more Pooled Funds,

in relation to Individual Schemes (the "Flexibilities")

3.2 Where there is Lead Commissioning arrangements, and the ICB is the lead partner, 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 its obligations under this Agreement in conjunction with the NHS Functions.

3.3 Where there is Lead Commissioning arrangements, and the Council is the lead partner, 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.

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

3.5 The relevant NHS Functions and Health Related Functions of the Partners are as set out in Schedule 9.

4 FUNCTIONS

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

4.2 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.

4.3 The Scheme Specifications for the Individual Schemes is included as part of this Agreement at the Commencement Date and are set out in Schedule 1.

4.4 Where the Partners add a new Individual Scheme to this Agreement a Scheme Specification for each Individual Scheme shall be completed and approved by each Partner in accordance with the variation procedure set out in Clause 30 (Variations). Each new Scheme Specification shall be substantially in the form set out in Schedule 1.

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- 4.5 The Partners shall not enter into a Scheme Specification in respect of an Individual Scheme unless they are satisfied that the Individual Scheme in question will improve health and well-being in accordance with this Agreement.
- 4.6 The introduction of any Individual Scheme will be subject to business case approval by the Reading Integration Board in accordance with the variation procedure set out in Clause 30 (Variations).

5 COMMISSIONING ARRANGEMENTS

General

- 5.1 The Partners shall comply with the commissioning arrangements as set out in the Scheme Specification, at Schedule 1, which indicates the commissioning body in column 6: "LA" is Local Authority (Reading Borough Council) and "NHS" is the Integrated Care Board covering 'place based' commissioning in Berkshire West. The BCF Plan Template does not allow full names to be entered and uses a drop-down menu option for LA or NHS.
- 5.2 The Reading Integration Board will report back to the Health and Wellbeing Board as required by its Terms of Reference (see Schedule 2).
- 5.3 The Partners shall comply with all relevant legal duties and guidance of both Partners in relation to the Services being commissioned.
- 5.4 The Partners shall comply with the arrangements in respect of Joint (Aligned) Commissioning as set out in the relevant Scheme Specification, which shall include where applicable arrangements in respect of the Services Contracts.

Integrated Commissioning

- 5.5 Where there are Integrated Commissioning Arrangements in respect of an Individual Scheme both Partners will work in cooperation and shall endeavour to ensure that the NHS Functions and Health Related Functions are commissioned with all due skill, care and attention.
- 5.6 Both Partners shall work in cooperation and endeavour to ensure that the relevant Services as set out in each Scheme Specification are commissioned within each Partner's Financial Contribution in respect of that particular Service in each Financial Year.
- 5.7 Each Partner shall keep the other Partner and the Reading Integration Board regularly informed of the effectiveness of the arrangements including the Better Care Fund and any Overspend or Underspend in a Pooled Fund or Non-Pooled Fund.

Appointment of a Lead Commissioner

- 5.8 Where there are Lead Commissioning Arrangements in respect of an Individual Scheme the Lead Commissioner shall:
 - 5.8.1 exercise the NHS Functions in conjunction with the Health Related Functions as identified in the relevant Scheme Specification;
 - 5.8.2 endeavour to ensure that the NHS Functions and the Health Related Functions are funded within the parameters of the Financial Contributions of each Partner in relation to each particular Service in each Financial Year.
 - 5.8.3 commission Services for individuals who meet the eligibility criteria set out in the relevant Scheme Specification;

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- 5.8.4 contract with Provider(s) for the provision of the Services on terms agreed with the other Partner;
- 5.8.5 comply with all relevant legal duties and guidance of both Partners in relation to the Services being commissioned;
- 5.8.6 where Services are commissioned using the NHS Standard Form Contract, perform the obligations of the "Commissioner" and "Co-ordinating Commissioner" with all due skill, care and attention and where Services are commissioned using any other form of contract to perform its obligations with all due skill and attention;
- 5.8.7 undertake performance management and contract monitoring of all Service Contracts including (without limitation) the use of contract notices where Services fail to deliver contracted requirements;
- 5.8.8 make payment of all sums due to a Provider pursuant to the terms of any Services Contract; and
- 5.8.9 keep the other Partner and Reading Integration Board regularly informed of the effectiveness of the arrangements including the Better Care Fund and any Overspend or Underspend in a Pooled Fund or Non-Pooled Fund, via the Reading Integration Board.

6 ESTABLISHMENT OF A POOLED FUND

- 6.1 In exercise of their respective powers under Section 75 of the 2006 Act, the Partners have agreed to establish and maintain such pooled funds for revenue expenditure as set out in Schedule 3, Financial Arrangements, Risk Share and Overspends, and the scheme specifications as set out in Schedule 1 or agreed by the Partners.
- 6.2 Each Pooled Fund shall be managed and maintained in accordance with the terms of this Agreement.
- 6.3 Subject to Clause 7.4, it is agreed that the monies held in a Pooled Fund may only be expended on the following:
 - 6.3.1 Services to be provided as part of a contract, the Contract Price;
 - 6.3.2 Services where the Council is to be the Provider, the Permitted Budget;
 - 6.3.3 Risk Share payments;
 - 6.3.4 Third Party Costs where these are set out in the relevant Scheme Specification or as otherwise agreed in advance in writing by the Reading Integration Board;
 - 6.3.5 Approved Expenditure as set out in the relevant Scheme Specification or as otherwise agreed in advance in writing by the Reading Integration Board. ("Permitted Expenditure")
- 6.4 The Partners may only depart from the definition of Permitted Expenditure as detailed in Schedule 3, to include or exclude other revenue expenditure with the express written agreement of each Partner or the Reading Integration Board.
- 6.5 For the avoidance of doubt, monies held in the Pooled Fund may not be expended on Default Liabilities unless this is agreed by all Partners in accordance with Clause 7.4.
- 6.6 Pursuant to this Agreement, the Partners agree to appoint a Host Partner for each of the Pooled Funds set out in the Scheme Specifications. The Host Partner shall be the Partner responsible for:
 - 6.6.1 holding all monies contributed to the Pooled Fund on behalf of itself and the other Partners;
 - 6.6.2 providing the financial administrative systems for the Pooled Fund; and

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- 6.6.3 appointing the Pooled Fund Manager;
- 6.6.4 ensuring that the Pooled Fund Manager complies with its obligations under this Agreement,
- 7.6.5 ensuring that the Pooled Fund Manager complies with the Host Partners' constitutional and financial regulations.

7 POOLED FUND MANAGEMENT

- 7.1 When introducing a Pooled Fund, the Partners shall agree:
 - 7.1.1 which of the Partners shall act as Host Partner for the purposes of Regulations 7(4) and 7(5) and shall provide the financial administrative systems for the Pooled Fund;
 - 7.1.2 which officer of the Host Partner shall act as the Pooled Fund Manager for the purposes of Regulation 7(4) of the Regulations.
- 7.2 The Pooled Fund Manager in respect of each Individual Service where there is a Pooled Fund shall have the following duties and responsibilities:
 - 7.2.1 the day to day operation and management of the Pooled Fund;
 - 7.2.2 ensuring that all expenditure from the Pooled Fund is in accordance with the provisions of this Agreement and the relevant Scheme Specification;
 - 7.2.3 maintaining an overview of all joint financial issues affecting the Partners in relation to the Services and the Pooled Fund;
 - 7.2.4 ensuring that full and proper records for accounting purposes are kept in respect of the Pooled Fund;
 - 7.2.5 reporting to the Reading Integration Board as required by it and by the relevant Scheme Specification as set out in this Agreement;
 - 7.2.6 ensuring action is taken to manage any projected under or overspends relating to the Pooled Fund in accordance with this Agreement;
 - 7.2.7 preparing and submitting to the Reading Integration Board and the Berkshire West Unified Executive, Quarterly BCF financial reports, with sufficient supporting narrative (or more frequent reports if required by any of the foregoing) and an annual return about the income and expenditure from the Pooled Fund together with such other information as may be required by the Partners, to monitor the effectiveness of the Pooled Fund and to enable the Partners to complete their own financial accounts and returns. The Partners agree to provide all necessary information to the Pooled Fund Manager in time for the reporting requirements to be met, including (without limitation) compliance with any reporting requirements as may be required by relevant National Guidance.
 - 7.2.8 preparing and submitting reports to the Reading Health and Wellbeing Board as may be required by it and in line with relevant National Guidance including (without limitation) supplying Quarterly reports referred to in Clause 8.2.7 above and any other reports that may be required on an ad-hoc basis, in relation to the management of the Better Care Fund, to the Reading Health and Wellbeing Board.
- 7.3 In carrying out their responsibilities as provided under Clause 8.2, the Pooled Fund Manager shall:
 - 7.3.1 have regard to National Guidance and the recommendations of the Reading Integration Board; and
 - 7.3.2 be accountable to the Partners for delivery of those responsibilities.

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- 7.4 The Reading Integration Board, may agree to the viring of funds between Pooled Funds or amending the allocation of the Pooled Fund between Individual Schemes.

8 NON POOLED FUNDS

- 8.1 Any Financial Contributions agreed to be held within a Non-

Pooled Fund will be notionally held in a fund established for the purpose of commissioning that Service as set out in Schedule 3, Financial Arrangements, Risk Share and Overspends, and the relevant Scheme Specification, agreed by the Partners. For the avoidance of doubt, a Non-Pooled Fund does not constitute a pooled fund for the purposes of Regulation 7 of the Partnership Regulations.

- 8.2 When introducing a Non-Pooled Fund in respect of an Individual Scheme, the Partners shall agree:

8.2.1 which Partner if any shall host the Non-Pooled Fund;

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

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

- 8.4 Both Partners shall ensure that any Services commissioned using a Non-Pooled Fund are commissioned solely in accordance with the relevant Scheme Specification and Schedule 3, Financial Arrangements, Risk Share and Overspends.

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

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

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

9 FINANCIAL CONTRIBUTIONS

- 9.1 The Financial Contribution of the ICB and the Council to any Pooled Fund or Non-Pooled Fund for the first Financial Year of operation of each Individual Scheme shall be as set out in Schedule 3, Financial Arrangements, Risk Share and Overspends.

- 9.2 The Financial Contribution of each Partner and budget for a financial year must be agreed by the Reading Health and Wellbeing Board, based on recommendations from the Reading Integration Board to any Pooled Fund or Non-Pooled Fund for each subsequent Financial Year of operation.

- 9.3 Financial Contributions will be paid as set out in Schedule 3, Financial Arrangements, Risk Share and Overspends, will be paid in 4 Quarterly instalments. The Host Partner will raise quarterly invoices in advance and the contributing Partner(s) will ensure payment no later than mid-quarter.

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

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10 NON FINANCIAL CONTRIBUTIONS

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

11 RISK SHARE ARRANGEMENTS, OVERSPENDS AND UNDERSPENDS

Risk share arrangements

- 11.1 The Partners have agreed risk share arrangements as set out in Schedule 3, which provide for financial risks arising within the commissioning of services from the pooled funds and the financial risk to the pool arising from the payment for the performance element of the Better Care Fund, as set out in National Guidance.

Overspends in Pooled Fund

- 11.2 Subject to Clause 12.2, the Host Partner for the relevant Pooled Fund shall manage expenditure from a Pooled Fund within the Financial Contributions and shall use reasonable endeavours to ensure that the expenditure is limited to Permitted Expenditure, and in accordance with the provisions as set out in Schedule 3, Financial Arrangements, Risk Share and Overspends.
- 11.3 The Host Partner shall not be in breach of its obligations under this Agreement if an Overspend occurs PROVIDED THAT it has used reasonable endeavours to ensure that the only expenditure from a Pooled Fund has been in accordance with Permitted Expenditure and it has the approval of the Reading Integration Board in accordance with Clause 12.4.
- 11.4 In the event that the Pooled Fund Manager identifies an actual or projected Overspend the Pooled Fund Manager must ensure that the Reading Integration Board is informed as soon as reasonably possible and the provisions of the relevant Scheme Specification and Schedule 3 shall apply.

Overspends in Non-Pooled Funds

- 11.5 Where in Joint (Aligned) Commissioning Arrangements either Partner forecasts an Overspend in relation to a Partners Financial Contribution to a Non-Pooled Fund or Aligned Fund that Partner shall as soon as reasonably practicable inform the other Partner and the Reading Integration Board, in accordance with Schedule 3.
- 11.6 Where there is a Lead Commissioning Arrangement the Lead Commissioner is responsible for the management of the Non-Pooled Fund and Aligned Fund. The Lead Commissioner shall as soon as reasonably practicable inform the other Partner and the Reading Integration Board.

Underspend

- 11.7 In the event that expenditure from any Pooled Fund or Non Pooled Fund in any Financial Year is less than the aggregate value of the Financial Contributions made for that Financial Year or where the expenditure in relation to an Individual Scheme is less than the agreed allocation to that particular Individual Scheme the Partners shall agree how the monies shall be spent, carried forward and/or returned to the Partners and the provisions of Schedule 3 shall apply. Such arrangements shall be subject to the Law and the Standing Orders and Standing Financial Instructions (or equivalent) of the Partners.

12 CAPITAL EXPENDITURE

- 12.1 Except as provided in Clause 13.2, neither Pooled Funds nor Non-Pooled Funds shall normally be applied towards any one-off expenditure on goods and/or services, which will provide continuing benefit and would historically have been funded from the capital budgets of one of the Partners. If a need for capital expenditure is identified this must be agreed by the Partners.

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- 12.2 The Partners agree that capital expenditure may be made from Pooled Funds where this is in accordance with National Guidance.

13 VAT

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

14 AUDIT AND RIGHT OF ACCESS

- 14.1 All Partners shall promote a culture of probity and sound financial discipline and control. The Host Partner shall arrange for the audit of the accounts of the relevant Pooled Fund and shall require Public Sector Audit Appointments Limited to make arrangements to certify an annual return of those accounts.

- 14.2 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 relevant 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.

15 LIABILITIES AND INSURANCE AND INDEMNITY

- 15.1 Subject to Clause 16.2, and 16.3, if a Partner ("First Partner") incurs a Loss arising out of or in connection with this Agreement or the Services Contract as a consequence of any act or omission of another Partner ("Other Partner") which constitutes negligence, fraud or a breach of contract in relation to this Agreement or any Services Contract then the Other Partner shall be liable to the First Partner for that Loss and shall indemnify the First Partner accordingly.

- 15.2 Clause 16.1 shall only apply to the extent that the acts or omissions of the Other Partner contributed to the relevant Loss. Furthermore, it shall not apply if such act or omission occurred as a consequence of the Other Partner acting in accordance with the instructions or requests of the First Partner or the Reading Integration Board.

- 15.3 If any third party makes a claim or intimates an intention to make a claim against either Partner, which may reasonably be considered as likely to give rise to liability under this Clause 16. the Partner that may claim against the other indemnifying Partner will:

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

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

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

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

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

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In respect of the indemnities given in this Clause 16:

- the indemnified Partner shall give written notice to the indemnifying Partner as soon as is practicable of the details of any claim or proceedings brought or threatened against it in respect of which a claim will or may be made under the relevant indemnity;
- the indemnifying Partner shall at its own expense have the exclusive right to defend conduct and/or settle all claims and proceedings to the extent that such claims or proceedings may be covered by the relevant indemnity provided that where there is an impact upon the indemnified Partner, the indemnifying Partner shall consult with the indemnified Partner about the conduct and/or settlement of such claims and proceedings and shall at all times keep the indemnified Partner informed of all material matters.
- the indemnifying and indemnified Partners shall each give to the other all such cooperation as may reasonably be required in connection with any threatened or actual claim or proceedings which are or may be covered by a relevant indemnity.

16 STANDARDS OF CONDUCT AND SERVICE

- 16.1 The Partners will at all times comply with Law and ensure good corporate governance in respect of each Partner (including the Partners respective Standing Orders and Standing Financial Instructions).
- 16.2 The Council is subject to the duty of Best Value under the Local Government Act 1999. This Agreement and the operation of the Pooled Fund is therefore subject to the Council's obligations for Best Value and the other Partners will co-operate with all reasonable requests from the Council which the Council considers necessary in order to fulfil its Best Value obligations.
- 16.3 The ICB is subject to the ICB Statutory Duties and these incorporate a duty of clinical governance, which is a framework through which they are accountable for continuously improving the quality of its services and safeguarding high standards of care by creating an environment in which excellence in clinical care will flourish. This Agreement and the operation of the Pooled Funds are therefore subject to ensuring compliance with the ICB Statutory Duties and clinical governance obligations.
- 16.4 The Partners are committed to an approach to equality and equal opportunities as represented in their respective policies. The Partners will maintain and develop these policies as applied to service provision, with the aim of developing a joint strategy for all elements of the service.

17 CONFLICTS OF INTEREST

- 17.1 The Partners shall comply with the agreed policy for identifying and managing conflicts of interest as set out in Schedule 7.

18 GOVERNANCE

- 18.1 Overall strategic oversight of partnership working between the Partners is vested in the Health and Well Being Board, which for these purposes shall make recommendations to the Partners as to any action it considers necessary.
- 18.2 The Partners have established a Reading Integration Board to provide strategic oversight of the Better Care Fund Programme and the projects associated with it. The Reading Integration Board is accountable to the local Health and Wellbeing Board and will report progress of the Better Care Fund Schemes.
- 18.3 The Reading Integration Board is based on a joint working group structure. Each voting member of the Reading Integration Board shall be an officer of one of the Partners and will have individual delegated responsibility from the Partner employing them to make decisions which enable the Reading Integration Board to carry out its objects, roles, duties and functions as set out in this Clause 19 and Schedule 2.

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- 18.4 The terms of reference of the Reading Integration Board as regards to this Agreement shall be as set out in Schedule 2, as may be amended or varied by written agreed from time to time.
- 18.5 Each Partner has secured internal reporting arrangements to ensure the standards of accountability and probity required by each Partner's own statutory duties and organisation are complied with.
- 18.6 The Reading Integration Board shall be responsible for the overall approval of the Reading hosted Individual Services within the Better Care Fund Plan and the strategic direction of Better Care Fund.
- 18.7 The Reading Integration Board shall be responsible for the overall approval of the Individual Schemes and the financial management set out in Clause 12 and Schedule 3.
- 18.8 Each Scheme Specification shall confirm the governance arrangements in respect of the Individual Scheme and how that Individual Scheme is reported to the Reading Integration Board and the Reading Health and Wellbeing Board.

19 REVIEW

- 19.1 Save where the Reading Integration Board agree alternative arrangements (including alternative frequencies), the Partners shall undertake an annual review ("**Annual Review**") of the operation of this Agreement, any Pooled Fund and Non-Pooled Fund and the provision of the Services within 3 Months of the end of each Financial Year.
- 19.2 Subject to any variations to this process required by the Reading Integration Board, Annual Reviews shall be conducted in good faith and, where applicable, in accordance with the governance arrangements set out in Schedule 2.
- 19.3 The Partners shall within 20 Working Days of the annual review prepare a Joint Annual Report, documenting the matters referred to in this Clause 20, including the information as required by National Guidance and any other information required by the Health and Wellbeing Board. A copy of this report shall be provided to the Berkshire West Urgent and Emergency Care Programme Board (BW U&ECPB), the Reading Health and Wellbeing Board and Reading Integration Board.
- 19.4 In the event that the Partners fail to meet the requirements of the Better Care Fund Plan and NHS England the Partners shall provide full co-operation with NHS England to agree a recovery plan.

20 COMPLAINTS

- 20.1 During the term of the Agreement, the Partners will develop and operate a joint complaints system. The application of a joint complaints system will be without prejudice to a complainant's right to use either of the Partners' statutory complaints procedures where applicable.
- 20.2 Prior to the development of a joint complaints system or after the failure or suspension of any such joint complaints system the following will apply:
- 20.2.1 where a complaint wholly relates to one or more of the Council's Health Related Functions it shall be dealt with in accordance with the statutory complaints procedure of the Council;
- 20.2.2 where a complaint wholly relates to one or more of the ICB's NHS Functions, it shall be dealt with in accordance with the statutory complaints procedure of the Berkshire West ICB;
- 20.2.3 where a complaint relates partly to one or more of the Council's Health Related Functions and partly to one or more of the ICB's NHS Functions then a joint response will be made to the complaint by the Council and the ICB, in line with local joint protocol;
- 20.2.4 where a complaint cannot be handled in any way described above or relates to the operation of the arrangements made pursuant to this Agreement or the content of this Agreement, then the Reading Integration Board will set up a complaints subgroup to

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examine the complaint and recommend remedies. All complaints shall be reported to the Reading Integration Board.

21 TERMINATION & DEFAULT

- 21.1 This Agreement may be terminated by any Partner giving not less than 3 Months' notice in writing to terminate this Agreement provided that such termination shall not take effect prior to the termination or expiry of all Individual Schemes.
- 21.2 Each Individual Scheme may be terminated in accordance with the terms set out in the relevant Scheme Specification provided that the Partners ensure that the Better Care Fund Requirements continue to be met.
- 21.3 If any Partner ("Relevant Partner") fails to meet any of its obligations under this Agreement, the other Partner may by notice require the Relevant Partner to take such reasonable action within a reasonable timescale as the other Partner may specify to rectify such failure. Should the Relevant Partner fail to rectify such failure within such reasonable timescale, the matter shall be referred for resolution in accordance with Clause 23.
- 21.4 Termination of this Agreement (whether by effluxion of time or otherwise) shall be without prejudice to the Partners' rights in respect of any antecedent breach and the provisions of Clauses 16, 22,23 and 25.
- 21.5 In the event of termination of this Agreement, the Partners agree to cooperate to ensure an orderly wind down of their joint activities and to use their best endeavours to minimise disruption to the health and social care which is provided to the Service Users.
- 21.6 Upon termination of this Agreement for any reason whatsoever the following shall apply:
- 21.6.1 the Partners agree that they will work together and co-operate to ensure that the winding down and disaggregation of the integrated and joint activities to the separate responsibilities of the Partners is carried out smoothly and with as little disruption as possible to service users, employees, the Partners and third parties, so as to minimise costs and liabilities of each Partner in doing so;
- 21.6.2 where either Partner has entered into a Service Contract which continues after the termination of this Agreement, both Partners shall continue to contribute to the Contract Price in accordance with the agreed contribution for that Service prior to termination and will enter into all appropriate legal documentation required in respect of this;
- 21.6.3 the Lead Commissioner shall make reasonable endeavours to amend or terminate a Service Contract (which shall for the avoidance of doubt not include any act or omission that would place the Lead Commissioner in breach of the Service Contract) where the other Partner requests the same in writing Provided that the Lead Commissioner shall not be required to make any payments to the Provider for such amendment or termination unless the Partners shall have agreed in advance who shall be responsible for any such payment.
- 21.6.4 where a Service Contract held by a Lead Commissioner relates all or partially to services which relate to the other Partner's Functions then provided that the Service Contract allows the other Partner may request that the Lead Commissioner assigns the Service Contract in whole or part upon the same terms mutatis mutandis as the original contract.
- 21.6.5 the Reading Integration Board shall continue to operate for the purposes of functions associated with this Agreement for the remainder of any contracts and commitments relating to this Agreement; and
- 21.6.6 Termination of this Agreement shall have no effect on the liability of any rights or remedies of either Partner already accrued, prior to the date upon which such termination takes effect.

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

22 DISPUTE RESOLUTION

- 22.1 In the event of a dispute between the Partners arising out of this Agreement, either Partner may serve written notice of the dispute on the other Partner, setting out full details of the dispute, a copy of which should be received by the Chair of the Reading Integration Board.
- 22.2 The Authorised Officer shall meet in good faith as soon as possible and in any event within seven (7) days of notice of the dispute being served pursuant to Clause 23.1, at a meeting convened for the purpose of resolving the dispute.
- 22.3 If the dispute remains after the meeting detailed in Clause 23.2 has taken place, the Partners' respective Chief Executives or nominees shall meet in good faith as soon as possible after the relevant meeting and in any event with fourteen (14) days of the date of the meeting, for the purpose of resolving the dispute.
- 22.4 If the dispute remains after the meeting detailed in Clause 23.3 has taken place, then the Partners will attempt to settle such dispute by mediation in accordance with the CEDR Model Mediation Procedure or any other model mediation procedure as agreed by the Partners. To initiate a mediation, either Partner may give notice in writing (a "**Mediation Notice**") to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organisation as agreed by the Partners asking them to nominate a mediator. The mediation shall commence within twenty (20) Working Days of the Mediation Notice being served. Neither Partner will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one (1) hour. Thereafter, paragraph 14 of the Model Mediation Procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the Partners). The Partners will co-operate with any person appointed as mediator, providing them with such information and other assistance as they shall require and will pay the costs of the mediator, as they shall determine or in the absence of such determination such costs will be shared equally.
- 22.5 Nothing in the procedure set out in this Clause 23 shall in any way affect either Partner's right to terminate this Agreement in accordance with any of its terms or take immediate legal action.

23 FORCE MAJEURE

- 23.1 Neither Partner shall be entitled to bring a claim for a breach of obligations under this Agreement by the other Partner or incur any liability to the other Partner for any losses or damages incurred by that Partner to the extent that a Force Majeure Event occurs and it is prevented from carrying out its obligations by that Force Majeure Event.
- 23.2 On the occurrence of a Force Majeure Event, the Affected Partner shall notify the other Partner as soon as practicable. Such notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Partner and any action proposed to mitigate its effect.
- 23.3 As soon as practicable, following notification as detailed in Clause 24.2, the Partners shall consult with each other in good faith and use all best endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and, subject to Clause 24.4, facilitate the continued performance of the Agreement.
- 23.4 If the Force Majeure Event continues for a period of more than sixty (60) days, either Partner shall have the right to terminate the Agreement by giving [fourteen (14) days] written notice of termination to the other Partner. For the avoidance of doubt, no compensation shall be payable by either Partner as a direct consequence of this Agreement being terminated in accordance with this Clause.

24 CONFIDENTIALITY

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- 24.1 In respect of any Confidential Information a Partner receives from another Partner (the "**Discloser**") and subject always to the remainder of this Clause 25, each Partner (the "**Recipient**") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:
- 24.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date; and
- 24.1.2 the provisions of this Clause 25 shall not apply to any Confidential Information which:
- (a) is in or enters the public domain other than by breach of the Agreement or other act or omission of the Recipient; or
- (b) is obtained by a third party who is lawfully authorised to disclose such information.
- 24.2 Nothing in this Clause 25 shall prevent the Recipient from disclosing Confidential Information where it is required to do so in fulfilment of statutory obligations or by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law.
- 24.3 Each Partner:
- 24.3.1 may only disclose Confidential Information to its employees and professional advisors to the extent strictly necessary for such employees to carry out their duties under the Agreement; and
- 24.3.2 will ensure that, where Confidential Information is disclosed in accordance with Clause 25.3.1, the recipient(s) of that information is made subject to a duty of confidentiality equivalent to that contained in this Clause 25;
- 24.3.3 shall not use Confidential Information other than strictly for the performance of its obligations under this Agreement.

25 FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS

- 25.1 The Partners agree that they will each cooperate with each other to enable any Partner receiving a request for information under the 2000 Act or the 2004 Regulations to respond to a request promptly and within the statutory timescales. This cooperation shall include but not be limited to finding, retrieving and supplying information held, directing requests to other Partners as appropriate and responding to any requests by the Partner receiving a request for comments or other assistance.
- 25.2 Any and all agreements between the Partners as to confidentiality shall be subject to their duties under the 2000 Act and 2004 Regulations. No Partner shall be in breach of Clause 26 if it makes disclosures of information in accordance with the 2000 Act and/or 2004 Regulations.

26 OMBUDSMEN

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

27 INFORMATION SHARING

The Partners will comply with Data Protection Legislation and observe and perform the provisions of Schedule 8, "Information Governance" and in so doing will ensure that the operation of this Agreement complies with Law, in particular the UK Data Protection Regulation.

28A DATA PROCESSING

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- 28A.1 Both Partners will comply with all applicable requirements of the Data Protection Legislation. This clause 28A, is in addition to, and does not relieve, remove or replace, a Partner's obligations or rights under the Data Protection Legislation. In this Clause 28A, **Applicable Laws** means (for so long as and to the extent that they apply to the ICB) the Domestic UK law, and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.
- 28A.2 The Partners shall ensure that information is shared in accordance with their legal, statutory and common law duties, and in accordance with the requirements of the Data Protection Legislation; and further applicable amendments to the law imposed from time to time; and guidance issued by the Information Commissioner from time to time; the Human Rights Act 1996, the Protection of Freedoms Act 2012; and the Common Law Duty of Confidence.
- 28A.3 Each Partner shall indemnify the other Partner against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.
- 28A.4 The provisions of this clause shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.

28 NOTICES

- 28.1 Any notice to be given under this Agreement shall either be delivered personally or sent by first class post or electronic mail. The address for service of each Partner shall be as set out in Clause 29.3 or such other address as each Partner may previously have notified to the other Partner in writing. A notice shall be deemed to have been served if:
- 28.1.1 personally delivered, at the time of delivery;
- 28.1.2 posted, at the expiration of forty-eight (48) hours after the envelope containing the same was delivered into the custody of the postal authorities; and
- 28.1.3 if sent by electronic mail, at the time of transmission and a telephone call must be made to the recipient warning the recipient that an electronic mail message has been sent to them (as evidenced by a contemporaneous note of the Partner sending the notice) and a hard copy of such notice is also sent by first class recorded delivery post (airmail if overseas) on the same day as that on which the electronic mail is sent.
- 28.2 In proving such service, it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority as prepaid first class or airmail letter (as appropriate), or that the electronic mail was properly addressed and no message was received informing the sender that it had not been received by the recipient (as the case may be).
- 28.3 The address for service of notices as referred to in Clause 29.1 shall be as follows unless otherwise notified to the other Partner in writing:
- 28.3.1 if to the Council, addressed to the **Director of Community and Adult Social Care Services**;
- Melissa Wise
Director of Community & Adult Social Care Service (DCASC)
Reading Borough Council
Civic Offices
Bridge Street
Reading

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Phone: 0118 937 4242

E-Mail: Melissa.Wise@reading.gov.uk

28.3.2 if to the ICB, addressed to

Dr Nick Broughton
Chief Executive
Buckinghamshire, Oxfordshire and Berkshire West, Integrated Care Board (BOB ICB)
First Floor
Unipart House
Garsington Road
Oxford
OX4 2PG

Phone: 07867 908167

E-Mail: nick.broughton1@nhs.net

29 VARIATION

29.1 No variations to this Agreement will be valid unless they are recorded in writing and signed for and on behalf of each of the Partners subject to approval by the Reading Integration Board as set out in this Clause.

29.2 Where the Partners agree that there will be:

29.2.1 a new Pooled Fund;

29.2.2 a new Individual Scheme; or

29.2.3 an amendment to a current Individual Scheme,

the Reading Integration Board shall agree the new or amended Individual Scheme and this must be signed by the Partners. A request to vary an Individual Scheme, which may include (without limitation) a change in the level of Financial Contributions or other matters set out in the relevant Scheme Specification may be made by any Partner but will require agreement from all of the Partners in accordance with the process set out in Clause 30.3. The notice period for any variation unless otherwise agreed by the Partners shall be 3 Months or in line with the notice period for variations within the associated Service Contract(s), whichever is the shortest.

29.3 The following approach shall, unless otherwise agreed, be followed by the Reading Integration Board:

29.3.1 on receipt of a request from one Partners to vary the Agreement including (without limitation) the introduction of a new Individual Scheme or amendments to an existing Individual Scheme, the Reading Integration Board will first undertake an impact assessment and identify those Service Contracts likely to be affected;

29.3.2 the Reading Integration Board will agree whether those Service Contracts affected by the proposed variation should continue, be varied or terminated, taking note of the Service Contract terms and conditions and ensuring that the Partners holding the Service Contract/s is not put in breach of contract; its statutory obligations or financially disadvantaged;

29.3.3 wherever possible agreement will be reached to reduce the level of funding in the Service Contract(s) in line with any reduction in budget; and

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29.3.4 should this not be possible, and one Partner is left financially disadvantaged as a result of holding a Service Contract for which the budget has been reduced, then the financial risk will, unless otherwise agreed, be shared equally between the Partners.

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30 CHANGE IN LAW

- 30.1 The Partners shall ascertain, observe, perform and comply with all relevant Laws, and shall do and execute or cause to be done and executed all acts required to be done under or by virtue of any Laws.
- 30.2 On the occurrence of any Change in Law, the Partners shall agree in good faith any amendment required to this Agreement as a result of the Change in Law subject to the Partners using all reasonable endeavours to mitigate the adverse effects of such Change in Law and taking all reasonable steps to minimise any increase in costs arising from such Change in Law.
- 30.3 In the event of failure by the Partners to agree the relevant amendments to the Agreement (as appropriate), the Clause 23 (Dispute Resolution) shall apply.

31 WAIVER

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

32 SEVERANCE

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

33 ASSIGNMENT AND SUB CONTRACTING

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

34 EXCLUSION OF PARTNERSHIP AND AGENCY

- 34.1 Nothing in this Agreement shall create or be deemed to create a partnership under the Partnership Act 1890 or the Limited Partnership Act 1907, a joint venture or the relationship of employer and employee between the Partners or render either Partner directly liable to any third party for the debts, liabilities or obligations of the other.
- 34.2 Except as expressly provided otherwise in this Agreement or where the context or any statutory provision otherwise necessarily requires, neither Partner will have authority to, or hold itself out as having authority to:
- 34.2.1 act as an agent of the other;
 - 34.2.2 make any representations or give any warranties to third parties on behalf of or in respect of the other; or
 - 34.2.3 bind the other in any way.

35 THIRD PARTY RIGHTS

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

36 ENTIRE AGREEMENT

- 36.1 The terms herein contained together with the contents of the Schedules constitute the complete agreement between the Partners with respect to the subject matter hereof and supersede all previous communications representations understandings and agreement and any representation promise or condition not incorporated herein shall not be binding on any Partner.
- 36.2 No agreement or understanding varying or extending or pursuant to any of the terms or provisions hereof shall be binding upon any Partner unless in writing and signed by a duly authorised officer or representative of the parties.

37 COUNTERPARTS

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

38 GOVERNING LAW AND JURISDICTION

- 38.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 38.2 Subject to Clause 23 (Dispute Resolution), the Partners irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceedings, dispute or claim, which may arise out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

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

**THE COMMON SEAL of READING
BOROUGH COUNCIL**

Was hereunto affixed in the presence of:

Authorised Signatory

Minute	
Originator	
Seal No.	
Checked	

**Signed for and on behalf of BUCKINGHAMSHIRE, OXFORDSHIRE AND BERKSHIRE WEST
INTEGRATED CARE BOARD (BOB ICB)**

Authorised Signatory

SCHEDULE 1 - DESCRIPTION OF SERVICES

The period of this agreement is from 1st April 2024 to 31st March 2025. All schemes listed below are funded for that period.

Scheme ID	Scheme Name	Brief Description of Scheme	Previously entered Outputs for 2024-25	Updated Outputs for 2024-25	Units	Area of Spend	Please specify if 'Area of Spend' is 'other'	Commissioner	% NHS (if Joint Commissioner)	% LA (if Joint Commissioner)	Provider	Source of Funding	New/ Existing Scheme	Previously entered Expenditure for 2024-25	Updated Expenditure for 2024-25 (£)	% of Overall Spend (Average)	Do you wish to update?	Comments if updated e.g. reason for the changes made
1	Short Term / Hospital Discharge Team	Local Authority Social Work and Occupational Therapy		1441		Social Care		LA			Local Authority	Minimum NHS Contribution	Existing	£1,914,521	£2,030,421	25%	Yes	Increase to staffing in hospital discharge team and mental health discharge team.
2	Reablement	Reablement & Rehabilitation Services	800	800	Packages	Social Care		LA			Local Authority	Minimum NHS Contribution	Existing	£2,060,366	£2,081,500	72%	Yes	Applied further uplift from 2025/26 uplift allocation.
3	Step Down Beds - Discharge to Assess	Step Down Beds - Discharge to Assess	20	24	Number of placements	Social Care		LA			Local Authority	Minimum NHS Contribution	Existing	£338,842	£301,872	42%	Yes	Staffing realignment
4	Step Down Beds - Discharge to Assess (Physiotherapy)	Step Down Beds - Discharge to Assess	20	8	Number of placements	Social Care		LA			Local Authority	Minimum NHS Contribution	Existing	£87,427	£87,428	51%	Yes	Minor rounding change.
5	Care Packages - Mental Health	Personalised Care at Home		200		Social Care		LA			Private Sector	Minimum NHS Contribution	Existing	£123,088	£139,800	4%	Yes	Applied further uplift from 2025/26 uplift allocation.
6	Care Packages - Physical Support	Personalised Care at Home		589		Social Care		LA			Private Sector	Minimum NHS Contribution	Existing	£750,707	£854,100	9%	Yes	Applied further uplift from 2025/26 uplift allocation.
7	Care Packages - Memory and Cognition	Personalised Care at Home		222		Social Care		LA			Private Sector	Minimum NHS Contribution	Existing	£478,116	£538,100	46%	Yes	Applied further uplift from 2025/26 uplift allocation.
8	TEC Equipment	TEC equipment	900	1200	Number of beneficiaries	Community Health		LA			Private Sector	Minimum NHS Contribution	Existing	£194,943	£214,500	26%	Yes	Increase in demand
9	Carers Funding - Grants, Voluntary	Carers Services	60	60	Beneficiaries	Social Care		LA			Charity / Voluntary Sector	Minimum NHS Contribution	Existing	£154,264	£202,000	59%	Yes	Supporting ICB Commissioned contracts Young People with Dementia, Strke Association and Dementia Care Advisors.
10	Carers Funding - Grants, Voluntary	Carers Services	200	200	Beneficiaries	Social Care		LA			Charity / Voluntary Sector	Additional LA Contribution	Existing	£305,000	£305,000	21%	No	
11	Care Act Funding	Care Act Implementation Related Duties		0		Social Care		LA			Local Authority	Minimum NHS Contribution	Existing	£431,840	£408,700	31%	Yes	Team restructure
12	LA Discharge & Admission Avoidance projects	LA Discharge & Admission avoidance projects		0		Social Care		LA			Local Authority	Minimum NHS Contribution	Existing	£459,621	£459,621	31%	No	
13	IMHA	Prevention / Early Intervention		0		Social Care		LA			Charity / Voluntary Sector	Minimum NHS Contribution	Existing	£36,981	£35,000	17%	Yes	Maintained at 2023/24 level and uplift applied to high demand areas.
14	BCF Local Project Management	BCF Local Project Management		3.5		Social Care		LA			Local Authority	Minimum NHS Contribution	Existing	£177,061	£168,000	100%	Yes	Maintained at 2023/24 level and uplift applied to high demand areas.
15	Hospital to Home - Extended Settling In Services (Red)	Post Hospital Discharge - Home from Hospital	70	81		Social Care		LA			Charity / Voluntary Sector	Minimum NHS Contribution	Existing	£10,566	£10,000	11%	Yes	Maintained at 2023/24 level and uplift applied to high demand areas.
16	Care Home Selection (CHS) - Project in RBH	Care Home Selection (CHS) - Project in RBH		1		Community Health		LA			NHS Community Provider	Minimum NHS Contribution	Existing	£65,509	£62,000	11%	Yes	Maintained at 2023/24 level and uplift applied to high demand areas.
17	Out Of Hospital Speech & Language Therapy	Eating & drinking referral service				Community Health		NHS			NHS Community Provider	Minimum NHS Contribution	Existing	£63,673	£63,673	28%	No	
18	Out of Hospital Care Home in-reach	HICM for Managing Transfer of Care				Community Health		NHS			NHS Community Provider	Minimum NHS Contribution	Existing	£124,636	£124,636	18%	No	
19	Out Of Hospital - Community Geriatrician	Provide Community Geriatrician Service - urgent referrals seen within 2 days.	1300	1400	Number of placements	Community Health		NHS			NHS Community Provider	Minimum NHS Contribution	Existing	£131,408	£131,408	26%	No	

Scheme ID	Scheme Name	Brief Description of Scheme	Previously entered Outputs for 2024-25	Updated Outputs for 2024-25	Units	Area of Spend	Please specify if 'Area of Spend' is 'other'	Commissioner	% NHS (if Joint Commissioner)	% LA (if Joint Commissioner)	Provider	Source of Funding	New/ Existing Scheme	Previously entered Expenditure for 2024-25	Updated Expenditure for 2024-25	% of Overall Spend (Average)	Do you wish to update?	Comments if updated e.g. reason for the changes made
20	Out Of Hospital - Intermediate Care (Including)	Rapid response services delivered for patients discharged from A&E or AMU, preventing a hospital admission.	800	900	Number of placements	Community Health		NHS			NHS Community Provider	Minimum NHS Contribution	Existing	£1,060,748	£1,060,748	43%	No	
21	Out Of Hospital Health Hub	Acute Single Point of Access to Community Health Services.				Community Health		NHS			NHS Community Provider	Minimum NHS Contribution	Existing	£487,700	£487,700	35%	No	
22	Out Of Hospital - Intermediate Care (night sitting, rapid)	Rapid response services delivered to patients in their own homes, avoiding hospital admission within 2 hours.	1680	1470	Number of placements	Community Health		NHS			NHS Community Provider	Minimum NHS Contribution	Existing	£349,518	£349,518	21%	No	
23	Connected Care	Connected Care				Other	Digital Records	NHS			Private Sector	Minimum NHS Contribution	Existing	£316,980	£316,980	33%	No	
24	Carers Funding ICB	Support for Young People with Dementia (YPWD), Alzheimers	80	141	Beneficiaries	Community Health		NHS			Charity / Voluntary Sector	Minimum NHS Contribution	Existing	£119,420	£119,420	25%	No	
25	Street Triage	Street Triage service supporting Reading Rough sleepers				Mental Health	Homelessness	NHS			NHS Community Provider	Minimum NHS Contribution	Existing	£173,404	£173,404	58%	No	
26	Falls Service & Frailty	Falls service to reduce Admissions due to falls				Social Care		LA			Local Authority	Minimum NHS Contribution	Existing	£281,056	£281,056	73%	No	
27	Care Homes / RRaT	Intermediate Care Services	1730	966	Packages	Community Health		NHS			NHS Community Provider	Minimum NHS Contribution	Existing	£655,686	£655,686	45%	No	
28	Discharge to Assess Beds	Hospital Discharge	20	40	Number of placements	Social Care		LA			Local Authority	Local Authority Discharge	Existing	£448,864	£421,200	100%	Yes	Funding was reallocated to ensure more focus on high demand aspects of discharge
29	Hospital to Home Service (Extended)	Hospital to Home Service British Red Cross	240	181		Social Care		LA			Charity / Voluntary Sector	Local Authority Discharge	Existing	£63,050	£40,000	100%	Yes	Funding was reallocated to ensure more focus on high demand aspects of discharge
30	TEC Hospital Discharge	TEC Hospital Discharge Pilot	900	900	Number of beneficiaries	Social Care		LA			Local Authority	ICB Discharge Funding	Existing	£176,709	£99,547	100%	Yes	Funding was reallocated to ensure more focus on high demand aspects of discharge
31	Home Care Hours to support Discharge	Home Care Hours to support Discharge	14768	11,132	Hours of care (Unless short-term in which	Social Care		LA			Private Sector	ICB Discharge Funding	Existing	£265,063	£242,000	100%	Yes	Funding was reallocated to ensure more focus on high demand aspects of discharge
32	Bed & Breakfast (Rough Sleepers/No)	Bed & Breakfast (Rough Sleepers/No recourse to public funds)		52		Social Care		LA			Local Authority	Local Authority Discharge	Existing	£48,339	£37,517	100%	Yes	Funding was reallocated to ensure more focus on high demand aspects of discharge
33	Minor Works required to support people to be discharged from Hospital	Minor Works required to support people to be discharged from Hospital		80		Social Care		LA			Local Authority	ICB Discharge Funding	Existing	£88,354	£0	0%	Yes	This has shifted to the LA Discharge Funding stream but I cannot change the "Source of Funding", so removed from here and added as a "New" scheme. Amount reduced based on spend in 2033/24 and balance reallocated to high demand areas.
34	Social Worker/OT posts within Hospital Discharge	Social Worker/OT posts within Hospital Discharge		4		Social Care		LA			Local Authority	ICB Discharge Funding	Existing	£360,486	£360,000	100%	Yes	Funding was reallocated to ensure more focus on high demand aspects of discharge
35	Hospital / CRT Delivering extended hours /	Hospital / CRT Delivering extended hours / Bank holidays	100	21	Packages	Social Care		LA			Local Authority	Local Authority Discharge	Existing	£66,400	£30,000	100%	Yes	Funding was reallocated to ensure more focus on high demand aspects of discharge
36	Complex cases - High Cost Placement (including MH)	Complex cases - High Cost Placement (including MH)	20	100	Number of beds	Social Care		LA			Local Authority	ICB Discharge Funding	Existing	£441,639	£732,071	100%	Yes	Increased funding based on significant pressure for complex care beds in 2023/24 and expected continuation of this position.
37	Brokerage staff	Brokerage staff		2		Social Care		LA			Local Authority	ICB Discharge Funding	Existing	£70,683	£40,000	100%	Yes	Funding was reallocated to ensure more focus on high demand aspects of discharge
38	Self-Neglect - Blitz Cleans	Self-Neglect - Blitz Cleans		20		Social Care		LA			Local Authority	ICB Discharge Funding	Existing	£35,342	£0	0%	Yes	This has shifted to the LA Discharge Funding stream but I cannot change the "Source of Funding". Amount reduce as funding was reallocated to ensure more focus on high demand aspects of discharge

Scheme ID	Scheme Name	Brief Description of Scheme	Previously entered Outputs for 2024-25	Updated Outputs for 2024-25	Units	Area of Spend	Please specify if 'Area of Spend' is 'other'	Commissioner	% NHS (if Joint Commissioner)	% LA (if Joint Commissioner)	Provider	Source of Funding	New/ Existing Scheme	Previously entered Expenditure for 2024-25	Updated Expenditure for 2024-25 (£)	% of Overall Spend (Average)	Do you wish to update?	Comments if updated e.g. reason for the changes made
39	Social Care Workforce Development and Retention	Social Care Workforce Development and Retention		0.5	WTE's gained	Social Care		LA			Local Authority	ICB Discharge Funding	New	£35,342	£0	0%	Yes	This has shifted from ICB Discharge Funding to the LA Discharge Funding stream, so removed from here and added as a "New" scheme. Amount reduced as funding was reallocated to ensure more focus on high demand aspects of discharge
40	ICB PMO (BoB)	Share of Cross Berkshire West Programme				Other	Risk Share	LA			Local Authority	Minimum NHS Contribution	Existing	£87,418	£87,418	33%	No	
41	IBCF	Community Reablement Services	800		Packages	Social Care		LA			Private Sector	IBCF	Existing	£2,692,624	£2,692,624	100%	No	
42	DFG	Supporting people with disability	48	80	Number of adaptations funded/people supported	Social Care		LA			Private Sector	DFG	Existing	£1,197,341	£1,306,000	100%	Yes	Increased funding provided by DHSC part way through 2023/24 and additional increase for 2024/25. Passported to our Housing Team who manage the DFG.
43	Risk Share-LA	Other				Other	Risk Share	NHS			NHS	Minimum NHS Contribution	Existing	£583,243	£583,243	45%	No	
44	BHFT Re-ablement Contract	Reablement & Rehabilitation Services	1809	868	Packages	Community Health		NHS			NHS Community Provider	Minimum NHS Contribution	Existing	£1,114,937	£1,114,937	36%	No	
45	ICB Contingency	ICB Contingency				Community Health		NHS			NHS Community Provider	Minimum NHS Contribution	Existing	£10,326	£10,326	33%	No	
46	Other	LA Care Act Implementation		0		Social Care		LA			Local Authority	Additional LA Contribution	New	£0	£1,163,920	100%	Yes	c/fwd project spend for continuing projects to March 2025 and beyond as agreed at the Integration Board by Health and Social Care system partners.
47	Other	Assumed uplift not yet allocated		0		Social Care		LA			Local Authority	Minimum NHS Contribution	New	£309,190	£0	0%	Yes	Uplift now allocated to areas of high pressure.

Amended Schemes:

Adding New Schemes:

Scheme ID	Scheme Name	Brief Description of Scheme	Outputs for 2024-25	Units (auto-populate)	Area of Spend	Please specify if 'Area of Spend' is 'other'	Commissioner	% NHS (if Joint Commissioner)	% LA (if Joint Commissioner)	Provider	Source of Funding	New/ Existing Scheme	Expenditure for 2024-25 (£)	% of Overall Spend
33b	Minor Works required to support people to be	Minor Works required to support people to be discharged from Hospital	80		Social Care		LA			Local Authority	Local Authority Discharge	Existing	£50,000	100%
38b	Self-Neglect - Blitz Cleans	Self-Neglect - Blitz Cleans	20		Social Care		LA			Local Authority	Local Authority Discharge	Existing	£30,453	100%
39b	Social Care Workforce Development	Social Care Workforce Development and Retention	0.5		Social Care		LA			Local Authority	Local Authority Discharge	Existing	£20,000	1001%

Post plan submission note: Due to budgetary adjustments at the end of financial year 2023/24 and in year 2024/25, there have been some adjustments to the amounts in the original submitted plan for 2024/25. There are five lines with minor adjustments, listed in the "Cross reference" table (a) below, to schemes commissioned by the Local Authority. The total amount allocated across these five Local Authority commissioned schemes remains the same. The carried forward underspend from 2023/24 (Scheme ID, 46) was also amended from £1,163,920 to £1,572,812, as a result of risk share income and minor project spend

adjustments from 2023/24, which will be allocated and reported through the Reading Integration Board. These adjustments are reflected herewith in Schedule 3, Table 1 and Funding Source table.

Cross Reference: Tables from BCF Plan Refresh 2024/25							
Scheme ID	Scheme Name	Brief Description of Scheme	Commissioner	Provider	Planned Expenditure	Budget as per EF	Difference
1	Short Term / Hospital Discharge Team	Local Authority Social Work and Occupational Therapy	LA	Local Authority	£2,030,421	2,026,300	-4,121
3	Step Down Beds - Discharge to Assess	Step Down Beds - Discharge to Assess	LA	Local Authority	£301,872	341,000	39,128
4	Step Down Beds - Discharge to Assess (Physiotherapy)	Step Down Beds - Discharge to Assess	LA	Local Authority	£87,428	87,300	-128
12	LA Discharge & Admission Avoidance projects	LA Discharge & Admission avoidance projects	LA	Local Authority	£459,621	439,800	-19,821
26	Falls Service & Frailty	Falls service to reduce Admissions due to falls	LA	Local Authority	£281,056	266,000	-15,056

Table (a)

Community Wellness Outreach Project - Funded through ICB Inequalities and Prevention Fund

The Integrated Care Board received funding from the Prevention and Inequalities fund, and have allocated £811k to Reading Borough Council. It has been agreed that this funding will be pooled into this Section 75 Agreement, and will be managed through the Integration Board. The funding has been used to set up a Community Wellness Outreach programme that encompasses the NHS Health Checks as a core service and offering wrap around support from Voluntary and Community sector parties to provide a holistic support offer. Reading have the highest proportion of NHS Health Checks to deliver, with a target of 5,200 checks by 30/06/2025. The main aim of this is to identify early signs of long-term conditions, and in particular cardiovascular disease (CVD), to enable effective management and reduce risks, thereby enabling people to live healthier and more fulfilled lives.

Organisation to receive funding	Year 1 (2023/24)	Year 2 (2024/25)	Total
Reading Voluntary Action (RVA) & Voluntary and Community Services (VCS)	£80,173	£192,827	£273,000
RBFT	£171,360	£311,120	£482,480
RBC Contract Variations through Closing the Gap (CTG) / Other contracts (depending on emerging need)	£25,260	£25,260	£50,520
RBC Contingency	£2,500	£2,500	£5,000
Totals:	£279,293	£531,707	£811,000

Year 1 (2023/24) ICB Invoiced by RBC over Q3 and Q4 - each for 50% of Y1 funding £139,646.50

Year 2 (2024/25) ICB Invoiced by RBC over four Quarters - each for 25% of Y2 funding £132,926.75

SCHEDULE 2– GOVERNANCE

1. Reading Integration Board

1.1 The membership of the Reading Integration Board will be as follows:

- 1.1.1 the Integrated Care Board Co-Chair: Deputy Director of Berkshire West Place or a deputy to be notified in writing to the Council Co-Chair in advance of any meeting;
- 1.1.2 the Council Co-Chair: Assistant Director for Transformation, Commissioning & Performance or a deputy to be notified in writing to the ICB Co-Chair in advance of any meeting;
- 1.1.3 the other members of the Board shall consist of local place-based system partners within the Buckinghamshire, Oxfordshire and Berkshire West (BOB) Integrated Care Board (ICB), the Council (incl. Housing, Public Health, Integration and Performance), the Primary Care Networks, Acute and Community Health Services, Voluntary and Community Sector and Reading Healthwatch.

2. Role of Reading Integration Board

The Reading Integration Board shall:

- 2.1 Provide strategic direction on the Individual Schemes
- 2.2 receive the financial and activity information;
- 2.3 review the operation of this Agreement and performance manage the Individual Services;
- 2.4 agree such variations to this Agreement from time to time as it thinks fit;
- 2.5 review and agree annually a risk assessment;
- 2.6 review and agree annually revised Schedules as necessary;
- 2.7 request such protocols and guidance as it may consider necessary in order to enable the Pooled Fund Manager to approve expenditure from a Pooled Fund;
- 2.8 cooperate with the Pooled Fund Manager in meeting reporting requirements in accordance with relevant National Guidance.
- 2.9 report directly to the Health and Wellbeing Board (H&WB) on a Quarterly basis in accordance with relevant National Guidance.

3. Reading Integration Board Support

The Reading Integration Board will be supported by officers from the Partners from time to time.

4. Meetings

- 4.1 The Reading Integration Board will meet monthly, at a time to be agreed with the Board membership. Currently the third Wednesday of each month.
- 4.2 The quorum for meetings of the Reading Integration Board shall be a minimum of one representative from each of the Partner organisations.
- 4.3 The final decision on proposals put to the Reading Integration Board will be made jointly by the co-Chairpersons of the meeting representing Reading Borough Council and the Integrated Care

Board representative for Berkshire West Place. Where agreement is not reached then the matter shall be dealt with in accordance with the dispute resolution procedure set out in the Agreement.

- 4.4 Where a Partner is not present and has not given prior written notification of its intended position on a matter to be discussed, then those present may not make or record commitments on behalf of that Partner in any way.
- 4.5 A record of all actions and decisions shall be kept and copied to the Authorised Officers within seven (7) days of every meeting.

5. Delegated Authority

- 5.1 The Reading Integration Board is authorised within the limits of delegated authority for its members (which is received through their respective organisation's own financial scheme of delegation) to:
 - 5.1.1 authorise commitments which exceed or are reasonably likely to lead to exceeding the contributions of the Partners to the aggregate contributions of the Partners to any Pooled Fund; and
 - 5.1.2 authorise a Lead Commissioner to enter into any contract for services necessary for the provision of Services under an Individual Scheme

6. Information and Reports

Each Pooled Fund Manager shall supply to the Reading Integration Board, on a monthly basis, the financial and activity information as required under the Agreement.

7. Post-termination

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

Reading Integration Board Terms of Reference

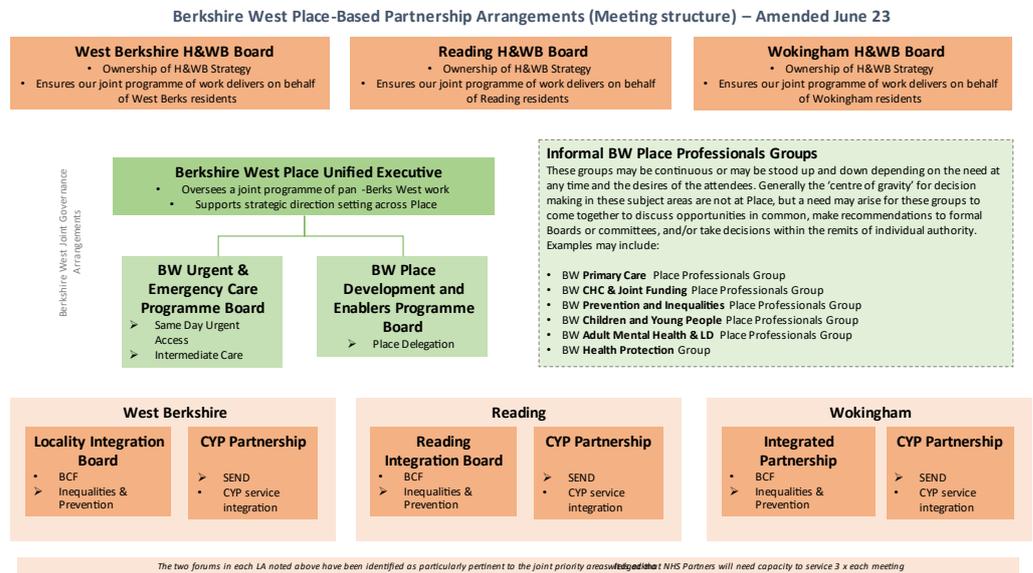
Our Vision	<p><i>“That Reading residents are supported, by a local integrated health and social care system, to take more responsibility for their health and wellbeing and stay healthy and independent in their own homes and neighbourhoods. If they have more complex needs, they will be supported to make decisions about their care and receive co-ordinated care in their local community that is person centred and reduces duplication and hand-offs between agencies.”</i></p>
Accountable to	<p>The Reading Integration Board (RIB) is directly accountable to the Berkshire West Place Unified Executive and to the Reading Health and Wellbeing Board and reports to the Berkshire West Urgent and Emergency Care Programme Board (UECPB) on the use of the Better Care Fund. The Reading Integration Board will report to the UECPB on a monthly basis and to the Reading Health and Wellbeing Board on a quarterly basis.</p> <p>The Better Care Fund related elements of the Integration Board are governed directly by the Reading Health and Wellbeing Board. The Health and Wellbeing Board has delegated authority for agreement of the Better Care Fund (BCF) Plans to the Director of Community & Adult Social Care Service (DCASC), in consultation with the lead Councillor for the Reading Health and Wellbeing Board, where submission timelines fall outside the schedule of Health and Wellbeing Board meetings.</p> <p>The Reading Integration Board has responsibility for delivering the vision for integrated care for the residents of Reading and defining and delivering an agreed annual work programme including benefits realisation and associated financial savings, where this is possible.</p> <p>The Reading Integration Board is accountable to the Health and Wellbeing Board in relation to delivery of the actions outlined in the Joint Health and Wellbeing Board Strategic Priorities (2021/31), priorities 1 and 2.</p> <p>The Chair of the Integration Board will ensure that the Berkshire West Urgent and Emergency Care Programme Board receives the relevant reports in accordance with the governance framework.</p> <p>Each member of the Integration Board is directly accountable for delivery of the actions within their individual area of responsibility.</p>
Principles	<p>The work of the Integration Board will be characterised by the following principles:</p> <ul style="list-style-type: none"> • More integrated working across organisations at a level where it will be most efficient and effective at achieving optimal experience and outcomes for residents of Reading • Ensuring that the system works in an inclusive and collaborative way to meet the shared challenges of increasing demand for services and increasing financial services

	<ul style="list-style-type: none"> • Promoting collective responsibility amongst partners for delivery • Using data and intelligence to inform its work • Seeking to embrace innovative ideas and ensure that best practice is shared and adopted.
Objectives	<ul style="list-style-type: none"> • Have a clear understanding of the health and social care needs of our residents, at a Primary Care Network (PCN) level, and an integrated approach to meeting these, reducing health inequalities and reducing future demand for statutory services • Provide a person-centred approach to care, promoting choice and independence and ensuring that self-care, prevention and early intervention is prioritised • Agree and deliver the Integration Programme priorities in Reading and deliver agreed Berkshire West Place Integration priorities • Understand and respond to the wider determinants of health, e.g. housing and environment to support independence at home, in particular for people with disabilities or care needs. • Reduce need for higher and more costly levels of care • Measure and understand the impact of services currently provided • Development of “Neighbourhood Models” of Care and ‘place based’ functions/teams working closely with Clinical Directors of Primary Care Networks in Reading and the Voluntary Sector (wrap services around the patient/service user) • Ensure that residents and statutory organisations are aware of the voluntary sector support services available to the residents of Reading • Joined up approach to delivering and monitoring quality and patient experience and outcomes • Agree and deliver activities to meet the Better Care Fund Objectives • Oversee implementation of Better Care Fund plan and its performance against agreed BCF metrics • Responsibility for delivery of the Joint Health and Wellbeing Strategic Priority (2021 – 2031) Action Plans for Priorities 1 and 2 for Reading: <ul style="list-style-type: none"> 1: Reduce the differences in health between different groups of people 2: Support individuals at high risk of bad health outcomes to live healthy lives
Frequency of meetings	<p>Meetings will be held monthly, usually in the Civic Offices, Reading or via Microsoft Teams online.</p>
Membership And Attendance	<p>Membership of the Board will be made up from the following organisations:</p> <ul style="list-style-type: none"> • Reading Borough Council (RBC) – Adult Social Care and Housing • Buckinghamshire, Oxfordshire, Berkshire West (BOB) Integrated Care Board (ICB) – BW Place representative • Royal Berkshire Foundation Trust (RBFT) • Berkshire Healthcare Foundation Trust (BHFT) • Public Health • Reading Primary Care Networks (PCNs) • Reading Voluntary Action (RVA) • Healthwatch Reading <p>Members are responsible for disseminating the outputs of RIB to their respective organisations.</p> <p>The Reading Integration Board will be considered quorate (and therefore be able to act as a ‘joint decision making’ group) providing that a minimum of one of the representatives listed below, from each of the following organisations are present:</p> <ul style="list-style-type: none"> • Reading Borough Council (RBC) Co-Chair: Assistant Director of Commissioning & Transformation

	<p>Director of Community & Adult Social Care Service (DCASC)</p> <ul style="list-style-type: none"> • Buckinghamshire, Oxfordshire, Berkshire West (BOB) Integrated Care Board (ICB) Co-Chair: Deputy Director of Berkshire West Place Clinical lead for Population Health Management (PHM) • Berkshire Healthcare Foundation Trust (BHFT) Service Director for Scheduled Care Strategic Head of Quality Improvement (Deputy) • Royal Berkshire NHS Foundation Trust (RBFT) Associate Chief Nurse Patient Experience, Workforce and Education Directorate Manager of Integrated Medicine • Reading Primary Care Networks Clinical Director or Deputy <p>Co-opted members will be agreed in advance by Board members as required. Other attendees will be invited to cover specialist topics as and when necessary.</p>
<p>Decisions</p>	<p>The final decision on proposals put to the Reading Integration Board will be made jointly by the co-Chairpersons of the meeting representing Reading Borough Council and the Integrated Care Board for Berkshire West Place.</p> <p><i>Decisions taken by the Board will be shared with Reading Borough Council Directorate Management Team (DMT) and Corporate Management Team (CMT) committees) via the regular updates to those forums by RIB members.</i></p>
<p>Administration</p>	<p>Administration support for the meeting will be jointly provided by Reading Borough Council and the Integrated Care Board.</p> <p>Agenda and papers will be made available via SharePoint four working days before the meeting. Agenda items can be requested by contacting the Integration Programme Manager.</p> <p>Decisions and actions will be updated within seven working days of the meeting and members are responsible for updating the master Action Log in the SharePoint file, ahead of the next meeting.</p>
<p>Purpose of group</p>	<ul style="list-style-type: none"> • Accountable for delivery of the Reading Integration Board programme plan and priorities and contributing towards the Berkshire West Place projects within Reading Integration Board's portfolio, escalating as and when required • Alignment of Better Care Fund (BCF) with the wider integration landscape across Berkshire West Place • Development and delivery of an annual work programme aligned to delivery of the NHS Long Term Plan, Reading Health and Wellbeing Board strategic priorities, and the Reading BCF Plan • Achievement of financial sustainability • Development and delivery of associated savings plans and cost avoidance, where applicable, including identification of risks • Review and approval of business cases prior to financial consideration and or presentation to the Unified Executive (UE) • Making recommendations to the UE and other statutory boards, for example, on strategic direction • Working with and sharing information across Local Integration Boards (LIBs) • Proactive management of the agenda to work towards an integrated and preventative population health management approach

- To act as key point of contact for collaborative working between the Primary Care Alliance, Primary Care Networks, Health, Social Care, Voluntary and Community sectors
- To engage with stakeholders and the wider public in developing both the strategic framework for services and work programme
- To oversee the function and delivery of associated subgroups/Task and Finish groups to ensure that such groups deliver on key priorities as delegated by the Board.

Governance Structure



Conflicts of Interest

Conflicts of interest will be managed in line with organisational guidance.

Reporting

- Integration Update report to Health and Wellbeing Board (Quarterly)
- Berkshire West Urgent & Emergency Care Programme Board
- Project highlight reports as required
- Programme Board specific reporting as required
- Risk Register
- Deep dives into individual work streams as necessary

SCHEDULE 3– FINANCIAL ARRANGEMENTS, RISK SHARE AND OVERSPENDS

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

Financial Contributions

3. The agreed spending plan of the Better Care Fund (see Schedule 1) and its sources of funding are shown in the tables at the end of this Schedule 3.

Management of Risk Share

4. At the commencement of the Partnership Agreement the value of the Risk Share, for the period from 1 April 2024 to 31 March 2025 is £583,243k, an increase of 5.66% (the BCF uplift percentage) from £552k allocated in 2023/24. The same percentage split of the Risk Share has been allocated to the uplifted risk share amount in 2024/25, as was used in 2023/24, across the two metrics; 25% to Avoidable Admissions and 75% to Long Term Admissions to Residential/Nursing Care Homes. The fund is withheld by the Integrated Care Board (ICB) from its Better Care Fund allocation in respect of performance against the following Better Care Fund Metrics, as set out below:

BCF Metric	Maximum <i>(per 100,000 population)</i>	Allocation to Risk Share
Avoidable Admissions (Unplanned hospitalisation for chronic ambulatory care sensitive conditions) for the year 2024/25.	753	£145,945
Long Term Admissions to Residential / Nursing Care Homes (The number of older adults (65+) whose long-term care needs are met by admission to residential or nursing care for 2024/25.	562	£437,298
	Total	£583,243

Quarterly targets

BCF Metric	Q1	£	Q2	£	Q3	£	Q4	£
Avoidable Admissions (Unplanned hospitalisation for chronic ambulatory care sensitive conditions) for the year 2024/25.	189	£36,632	176	£34,112	180	£34,887	208	£40,314
Long Term Admissions to Residential / Nursing Care Homes (The number of older adults (65+) whose long-term care needs are met by admission to residential or nursing care for 2024/25.	140	£108,935	133	£103,489	144	£112,048	145	£112,826
<p>The claim for each quarter will be based on the following methodology:</p> <p>a) If Performance is below the maximum target for the quarter based, on the quarterly performance data, then 100% of the allocated funding for that quarter will be claimed.)</p> <p>b) If performance is above the maximum target for the quarter: The difference between the target and actual performance will be divided by the target and the claim will be for 100% minus the outcome of this calculation (e.g. if the performance is above the maximum target by 32%, then the claim will be for 68% of the funding allocated in that quarter).</p> <p>c) Note: The Avoidable Admissions target performance data is the Indirectly Standardised Rate (ISR), provided by the South Central and West, Commissioning Support Unit (SCWCSU) by quarter and the Long Term Admissions to Residential/Nursing Care is based on Reading Borough Council performance data, by quarter. The claim will be based on the dataset that is provided one month after the quarter end (e.g. Q1 data will be based on the dataset received in August that shows performance for April, May and June – Q1)</p>								

Pooled Fund Management

5. If the planned levels of activity are achieved, targets are met, and as such value is delivered to the NHS in that way, then payments will be made from the Risk Share fund to RBC Hosted Pooled Fund, on a quarterly basis, in arrears in line with the risk share table. This funding shall be released to be spent as agreed by the Partners.
6. Any amount released from the Risk Share Fund cannot exceed the amount set aside, as referenced in section 5 of this schedule.
7. Where the anticipated admission reductions detailed in Point 4 above are not achieved, any unreleased funds are retained by the ICB to cover the cost of additional non-elective activity in respect of the proportion of activity exceeding the BCF metric.
8. The Pooled Fund Manager will at all times be responsible for managing schemes within the budget available, including those amounts which have been released from the risk share. Where the budget available is reduced as a result of application of the risk sharing arrangements, the Pooled Fund Manager will be responsible for taking appropriate actions to ensure that the full year forecast scheme expenditure does not exceed the budget available.
9. The Pooled Fund Manager will be responsible for setting out a phased budget for both costs and benefits for Schemes at the commencement of the financial year and for reporting actual costs and benefits year-to-date with a forecast for the full year on a monthly basis to the Reading Integration Board and the Integrated Care Board (ICB), responsible for monitoring the BCF budget position across the system. Updates and ratifications are brought to the Reading Integration Board and the Integrated Care Board by the Pooled Fund Manager.

Identification and Management of overspends

10. A monthly performance and financial report shall be submitted to the Reading Integration Board and to the Buckinghamshire, Oxfordshire and Berkshire West (BOB), Integrated Care Board (ICB) by the responsible Pooled Fund Manager.
11. The monthly report will set out the budget allocation for the current financial year, spend to the end of the previous month, forecast to the 31st March, and therefore any over or under spend. The report will also include the key metrics relating to the Better Care Fund.
12. The Reading Integration Board will determine as necessary the value of 'minor' and 'major' variances to be associated with each scheme as recommended by BOB, Integrated Care Board (ICB).
13. Where in the course of a financial year it appears that there will be a variance (either an under spend or overspend) of any individual scheme by the end of the said financial year, the Pooled Fund Manager will:
 - 13.1 For minor variations, the monthly report will indicate the reason and action necessary to recover an overspend.
 - 13.2 For a major overspend a separate report will be submitted in the first instance to the Reading Integration Board within two weeks of the overspend being known detailing the extent of and reasons for the projected overspend and include an action plan to address:
 - i) Actions taken to date to mitigate the overspend and how successful these have been to date
 - ii) co-ordinated scheme management options undertaken that make every effort to manage back into line the projected overspend
 - iii) a review of the available options to reduce demand placed on the scheme to reduce spend back to within budget
 - iv) additional monies available that could be utilised to offset the projected overspend
14. The Reading Integration Board shall, acting reasonably, having taken into consideration all relevant factors including, where appropriate, the affected schemes action plan submitted by the responsible Pooled Fund Manager, the Better Care Fund Plan and any agreed outcomes and any other budgetary constraints agree appropriate action in relation to overspends which may include the following:
 - 14.1 action that can be taken in order to contain expenditure;
 - 14.2 whether there are any under spends that can be vired from any other fund maintained under this Agreement.
 - 14.3 If no more money is available agreeing a plan of action, which may include decommissioning all or any part of the Individual Service to which the Fund relates.
15. The Partners agree to co-operate fully in order to establish an agreed position in relation to any overspends.
16. Overspends shall be met in the first instance from the respective schemes Pooled Fund holder's contingency. Should this be insufficient then any residual over spend shall be met by the Pooled Fund holder for the respective scheme.
17. Subject to any continuing obligations under any Service Contract entered into by either Partner, either Partner may give notice to terminate a Service or Individual Scheme where the Service does not form part of the Better Care Fund Plan.

Underspends

18. Reporting requirements are as set out in clauses 14 and 15 above.
19. In the event that expenditure from any Pooled Fund or Non-Pooled Fund in any Financial Year is less than the aggregate value of the Financial Contributions made for that Financial Year the surplus monies will be returned to the Partner contributing to the Pool unless alternative arrangements are agreed by the Partners.

Capital

20. It is a requirement of the Department of Health that the Disabled Facilities Grant is included in the Better Care Fund.
21. The conditions relating to how this sum can be spent is as set out by the Department for Communities and Local Government (DCLG)³. These terms must be complied with when approving expenditure relating to these grants.

Financial Reserves

22. The creation of reserves in addition to a general / contingency reserve will require the unanimous agreement of the Partners and will be for a specific purpose (business case required).
23. Reserves created for specific purposes will not require additional approval from the Reading Integration Board for draw down provided the reserve is released within 12 months of creation. Specific reserves to be retained for more than 12 months will require review and re-validation by the Reading Integration Board as part of the year end sign off procedure.

³ <https://www.gov.uk/government/publications/disabled-facilities-grant-dfg-delivery-guidance-for-local-authorities-in-england>

Reading Borough Council - BCF Funding Schedule

Table 1

Pool 1 - Minimum Fund & Local Schemes - Hosted and Commissioned by Local Authority

ID. on BCF Plan	Scheme Name	23/24	24/25
		£000's	£000's
1	Short Term/Hospital Discharge Team	1,842	2,026
2	Reablement	1,970	2,081
3	Step Down Beds - Discharge to Assess	323	341
4	Step Down Beds - (Physiotherapy provided by LA not BHFT)	83	87
5	Care Packages - Mental Health	132	140
6	Care Packages - Physical Support	808	854
7	Care Packages - Memory and Cognition	509	538
8	Equipment	205	215
9	Carers Funding - Grants, Voluntary Sector, Information and Advice	146	202
10	Carers Funding - Grants, Voluntary Sector, Information and Advice	305	305
11	Care Act Funding	409	409
12	OT support in Hospital Discharge Team	85	90
12	Front Door Contribution	200	200
12	RIB Integration Projects	150	150
12	Contingency	50	0
13	Independent Mental Health Advocacy (IMHA)	35	35
14	BCF Reading Locality Project Management	168	168
15	Extended Settling In Services - Hospital to Home	10	10
16	Care Home Selection (CHS)	62	62
26	Falls & Frailty	266	266
41	IBCF (Community Reablement)	2,692	2,693
42	DFG (Supporting People with Disability)	1,301	1,306
46	Balance c/fwd for projects 2023 to 2025	788	1,573
47	Assumed uplift (5.66%) not yet allocated	309	0
Pool 1 Total		12,848	13,751

Post plan submission note: Due to budgetary adjustments at the end of financial year 2023/24 and in year 2024/25, there have been some adjustments to the amounts in the original submitted plan for 2024/25. There are five lines with minor adjustments (Scheme IDs on BCF Plan: 1,3,4,12 and 26) and the carried forward underspend from 2023/24 (Scheme ID, 46) was also amended from £1,164k to £1,573k. These adjustments are noted in Schedule 1 and the adjusted amounts reflected in this Schedule 3, Table 1, of this agreement. The adjustments have been reported through the Reading Integration Board and will be reported through the Better Care Fund quarterly returns.

Table 2			
Pool 2 - Minimum Fund & Local Schemes - Hosted and Commissioned by ICB			
ID. on BCF Plan	Scheme Name	23/24	24/25
		£000's	£000's
17	Speech & Language Therapy	60	64
18	Care Home in-reach	118	125
19	Community Geriatrician	124	131
20	Intermediate Care including integrated discharge, discharge to assess services	1,004	1,061
21	Health Hub	461	488
22	Intermediate Care - night sitting, rapid response, reablement & falls	331	350
23	Connected Care	300	317
24	Carers Funding - prevention - YPWD & SA	113	119
25	Street Triage	164	173
27	Care Homes/RRAT	621	656
40	ICB PMO (BoB)	83	87
43	Risk Share performance fund	552	583
44	Reablement Funding	1,055	1,115
45	ICB Contingency	10	10
	Total Pool 2	4,996	5,279
	Total Pool 1 & Pool 2	17,844	19,030

Table 3			
ID. on BCF Plan	Pool 3 - Adult Social Care Discharge Fund - Hosted & Commissioned by Local Authority		
28	Discharge to Assess Beds		421
29	Hospital to Home Service (Extended)		40
32	Bed & Breakfast (Rough Sleepers/No recourse to public funds)		38
33b	Minor Works required to support people to be discharged from Hospital	377	50
35	Hospital / CRT Delivering extended hours / Bank holidays		30
38b	Self-Neglect - Blitz Cleans		30
39b	Social Care Workforce Development		20
	Total Local Authority Discharge Funding	377	629
30	TEC Hospital Discharge		100
31	Home Care Hours to support Discharge		242
34	Social Worker/OT posts within Hospital Discharge	834	360
36	Complex cases - High Cost Placement (including MH)		732
37	Brokerage staff		40
	Total ICB Discharge Funding	834	1,474
	Total Pool 3	1,211	2,103

HWB Funding sources		
Funding Source	2023/24	2024/25
RBC - DFG	1,301	1,306
ICB - Minimum Contribution	12,449	13,153
RBC - iBCF	2,693	2,693
RBC - Contribution	1,093	1,878
RBC - Discharge Funding	377	629
ICB - Discharge Funding	834	1,474
Total	18,747	21,133

- i) In accordance with the BCF Planning Requirements and Addendum, all Local Authorities will report their eligible expenditure quarterly to NHS England.
- ii) Table 3 above reflects the forecast expenditure to 31st March 2025.
- iii) The HWB Funding Sources table reflects the adjusted c/fwd spend from 2023/24 within the RBC Contribution. This was as a result of adjusted spend against the projects following year end, and is reflected in reporting to the Reading Integration Board and in the quarterly BCF reporting.

Table 4		
Pool 4 - Community Wellness Outreach (Inequalities & Prevention Fund) - Hosted and Commissioned by Local Authority		
Scheme Name	Y1 (2023/24) £000's	Y2 (2024/25) £000's
Community Wellness Outreach Project: Delivery of NHS Health Checks in the Community, together with wrap around support from Community based services to improve health and wellbeing and reduce inequalities.	279	532
Total Pool 4	279	532
Total Fund over 2 years:		811

SCHEDULE 4– JOINT WORKING OBLIGATIONS

Part 1 – LEAD COMMISSIONER OBLIGATIONS

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

1. The Lead Commissioner shall notify the other Partners if it receives or serves:

- 1.1 a Change in Control Notice;
- 1.2 a Notice of an Event of Force Majeure;
- 1.3 a Contract Query;
- 1.4 Exception Reports

and provide copies of the same.

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

- 2.1 Monthly Activity Reports;
- 2.2 Review Records; and
- 2.3 Remedial Action Plans;
- 2.4 Judicial Inquiry Reports;
- 2.5 Service Quality Performance Report;

3. The Lead Commissioner shall consult with the other Partners before attending:

- 3.1 an Activity Management Meeting;
- 3.2 Contract Management Meeting;
- 3.3 Review Meeting;

and, to the extent the Service Contract permits, raise issues reasonably requested by a Partner at those meetings.

4. The Lead Commissioner shall not:

- 4.1 permanently or temporarily withhold or retain monies pursuant to the Withholding and Retention of Payment provisions;
- 4.2 vary any Provider Plans (excluding Remedial Action Plans);
- 4.3 agree (or vary) the terms of a Joint Investigation or a Joint Action Plan;
- 4.4 give any approvals under the Service Contract;
- 4.5 agree to or propose any variation to the Service Contract (including any Schedule or Appendices);
- 4.6 suspend all or part of the Services;

- 4.7 serve any notice to terminate the Service Contract (in whole or in part);
- 4.8 serve any notice;
- 4.9 agree (or vary) the terms of a Succession Plan;

without the prior approval of the other Partner (acting through the Reading Integration Board, and, where it is a cross Berkshire service, the Berkshire West Urgent and Emergency Care Programme Board (BW U&ECPB), such approval not to be unreasonably withheld or delayed.

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

Part 2– OBLIGATIONS OF THE OTHER PARTNER

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

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

SCHEDULE 5– PERFORMANCE ARRANGEMENTS

Partners recognise the need for a robust performance and reporting framework for delivery of the Better Care Fund schemes (BCF) and the wider Integration programme. The performance and reporting framework will ensure that parties have visibility and assurance relating to local progress in delivering BCF priorities and the impact on national metrics and local Key Performance Indicators (KPIs). The framework will also provide assurance to any regional or national scrutiny.

Key Control documents, reporting levels and production responsibility

Locality/Programme Level Reporting				
Item	Document(s)	Description	Production	Audience
1	Financial Report	<p>Monthly financial reports on the actual spend and forecast for each of the Schemes/ Programmes against the financial allocation in the Better Care Fund Plan. Reporting will make reference to overspending and underspending schemes and any financial implications linked to 'pay for performance' metrics to support parties in the decision-making process and inform any remedial actions needed.</p> <p>Where metrics are linked to the pay for performance element of the Better Care Fund, the payment will be based on terms set out in the risk sharing protocol in Schedule 3.</p>	<p>Locality Integration Programme Manager & Finance Pooled Fund Manager/s</p>	
2	BCF Performance Dashboard	<p>Performance will include progress against nationally and locally agreed metrics. The performance dashboard will include information on a scheme-by-scheme basis highlighting the impact on metrics, including (but not limited to):</p> <ul style="list-style-type: none"> • Admission Avoidance (<i>Unplanned hospitalisation for chronic ambulatory care sensitive conditions - NHS Outcome Framework indicator 2.3i</i>) • Reduction in Length of Stay (<i>Percentage of patients, resident in the HWB, who have been an inpatient in an acute hospital for: i) 14 days or more, ii) 21 days or more</i>) • Reduction in the number of emergency hospital admissions due to Falls (<i>Percentage of people aged 65 and over, per 100,000 population</i>) • Discharge to normal place of residence (<i>Percentage of people, resident in the HWB, who are discharged from acute hospital to their normal place of residence</i>) <i>Inclusions: Patients aged 18 and over, Patients in acute beds only. Exclusions: Patients that died in hospital, Regular Attendants, Regular Night Attendants, Zero length of Stays, (Inpatients only -not Same Day Emergency Care stays)</i> • Reduction in permanent residential admissions (<i>Long-term support needs of older people [age 65 and over] met by admission to residential and nursing care homes, per 100,000 population</i>) • Patient / Service User experience. • Any other metrics arising through changing national conditions, or locally agreed by all parties. • Exception commentary where 'red' risks have been highlighted to be provided verbally by stakeholders at each Reading Integration Board meeting. 	<p>Locality Integration Programme Manager with support from BCF Performance Analyst and BCF Finance leads, and South, Central and West Commissioning Support Unit (SCWCSU) Informatics</p>	<p>Reading Integration Board</p> <p>Reading Health and Wellbeing Board</p> <p>Berkshire West Urgent and Emergency Care Programme Board (BW U&ECPB)</p>
3	BCF Integration Update Report	<p>Quarterly reports to the Reading Health and Wellbeing Board outlining progress against the Better Care Fund metrics (as outlined above in section 2) and the contribution of local schemes to support outcomes against those metrics.</p>	<p>Locality Integration Programme Manager</p>	<p>Reading Health and Wellbeing Board</p> <p>Reading Integration Board</p>

SCHEDULE 6 – BETTER CARE FUND PLAN



HM Government



Better Care Fund 2024-25 Update Template

2. Cover

Version 1.3.0

Please Note:

- The BCF planning template is categorised as 'Management Information' and data from them will be published in an aggregated form on the NHSE website and gov.uk. This will include any narrative section. Also a reminder that as is usually the case with public body information, all BCF information collected here is subject to Freedom of Information requests.
- At a local level it is for the HWB to decide what information it needs to publish as part of wider local government reporting and transparency requirements. Until BCF information is published, recipients of BCF reporting information (including recipients who access any information placed on the BCE) are prohibited from making this information available on any public domain or providing this information for the purposes of journalism or research without prior consent from the HWB (where it concerns a single HWB) or the BCF national partners for the aggregated information.
- All information will be supplied to BCF partners to inform policy development.
- This template is password protected to ensure data integrity and accurate aggregation of collected information. A resubmission may be required if this is breached.

Health and Wellbeing Board:	Reading
Completed by:	Beverley Nicholson
E-mail:	beverley.nicholson@reading.gov.uk
Contact number:	0118 937 3643
Has this report been signed off by (or on behalf of) the HWB at the time of submission?	Yes
If no please indicate when the HWB is expected to sign off the plan:	

Complete:

Yes

	Role:	Professional Title (e.g. Dr, Cllr, Prof)	First-name:	Surname:	E-mail:
*Area Assurance Contact Details:	Health and Wellbeing Board Chair	Cllr	Ruth	McKewan	ruth.mcewan@reading.gov.uk
	Integrated Care Board Chief Executive or person to whom they have delegated sign-off		Nick	Broughton	nick.broughton1@nhs.net
	Additional ICB(s) contacts if relevant		Sarah	Webster	sarah.webster42@nhs.net
	Local Authority Chief Executive		Jackie	Yates	jackie.yates@reading.gov.uk
	Local Authority Director of Adult Social Services (or equivalent)		Melissa	Wise	melissa.wise@reading.gov.uk
	Better Care Fund Lead Official		Chris	Greenway	christopher.greenway@reading.gov.uk
	LA Section 151 Officer		Darren	Carter	darren.carter@reading.gov.uk

Please add further area contacts that you would wish to be included in official correspondence e.g. housing or trusts that have been part of the

Yes

	Complete:
2. Cover	Yes
4.2 C&D Hospital Discharge	Yes
4.3 C&D Community	Yes
5. Income	Yes
6a. Expenditure	No
7. Narrative updates	Yes
8. Metrics	Yes
9. Planning Requirements	Yes

Message from Better Care Fund Team (05/06/2024): "A bug has been discovered on the 24-25 [planning template](#) tab '6a. Expenditure' Cell S50 which is the data validation box for 'Source of Funding'. This can be erroneously flagging that it is incomplete when it is in fact complete in particular for additional schemes entered where the source of funding is additional contributions. **Please disregard this error and the subsequent error on the Cover page and you can submit the template when this occurs.**"

Better Care Fund 2024-25 Update Template

3. Summary

Selected Health and Wellbeing Board:

Reading

Income & Expenditure

[Income >>](#)

Funding Sources	Income	Expenditure	Difference
DFG	£1,306,000	£1,306,000	£0
Minimum NHS Contribution	£13,153,195	£13,153,195	£0
iBCF	£2,692,624	£2,692,624	£0
Additional LA Contribution	£1,468,920	£1,468,920	£0
Additional ICB Contribution	£0	£0	£0
Local Authority Discharge Funding	£629,170	£629,170	£0
ICB Discharge Funding	£1,473,618	£1,473,618	£0
Total	£20,723,527	£20,723,527	£0

Expenditure

NHS Commissioned Out of Hospital spend from the minimum ICB allocation

	2024-25
Minimum required spend	£3,468,488
Planned spend	£5,191,679

Adult Social Care services spend from the minimum ICB allocations

	2024-25
Minimum required spend	£6,624,884
Planned spend	£7,597,598

Metrics:

Avoidable admissions

	2024-25 Q1 Plan	2024-25 Q2 Plan	2024-25 Q3 Plan	2024-25 Q4 Plan
Unplanned hospitalisation for chronic ambulatory care sensitive conditions (Rate per 100,000 population)	189.0	176.0	180.0	208.0

Falls

		2023-24 estimated	2024-25 Plan
Emergency hospital admissions due to falls in people aged 65 and over directly age standardised rate per 100,000.	Indicator value	1,620.9	1,612.2
	Count	342	356
	Population	21100	22081

Discharge to normal place of residence

	2024-25 Q1 Plan	2024-25 Q2 Plan	2024-25 Q3 Plan	2024-25 Q4 Plan
Percentage of people, resident in the HWB, who are discharged from acute hospital to their normal place of residence (SUS data - available on the Better Care Exchange)	92.6%	92.1%	92.2%	92.0%

Residential Admissions

		2022-23 Actual	2024-25 Plan
Long-term support needs of older people (age 65 and over) met by admission to residential and nursing care homes, per 100,000 population	Annual Rate	398	562

Planning Requirements

Theme	Code	Response
NC1: Jointly agreed plan	PR1	Yes
	PR2	0
	PR3	Yes
NC2: Social Care Maintenance	PR4	Yes
NC3: NHS commissioned Out of Hospital Services	PR5	0
NC4: Implementing the BCF policy objectives	PR6	Yes
Agreed expenditure plan for all elements of the BCF	PR7	Yes
Metrics	PR8	Yes

Note: PR2 and PR5 were not requirements for the Refreshed Plans, hence a 0.

Better Care Fund 2024-25 Update Template

4.2 Capacity & Demand (Hospital Discharge)

Selected Health and Wellbeing Board:

Reading

Hospital Discharge	Capacity surplus. Not including spot purchasing												Capacity surplus (including spot purchasing)												Average LoS/Contact Hours per episode		Complete:
	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Full Year	Units	
Capacity - Demand (positive is Surplus)																											
Reablement & Rehabilitation at home (pathway 1)	55	77	103	83	75	78	76	102	87	94	98	75	55	77	103	83	75	78	76	102	87	94	98	75	56.52	Contact Hours per package	Yes
Short term domiciliary care (pathway 1)	0	0	0	0	0	1	1	0	1	1	1	0	0	0	0	0	0	1	1	0	1	1	1	0	60.28	Contact Hours per package	Yes
Reablement & Rehabilitation in a bedded setting (pathway 2)	14	17	24	11	3	12	8	12	14	9	-1	5	14	17	24	11	3	12	8	12	14	9	0	5	26	Average LoS (days)	Yes
Other short term bedded care (pathway 2)	5	7	4	7	6	7	4	6	5	4	3	6	5	7	4	7	6	7	4	6	7	6	5	8	27	Average LoS (days)	Yes
Short-term residential/nursing care for someone likely to require a longer-term care home placement (pathway 3)	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	105	Average LoS (days)	Yes

Please briefly describe the support you are providing to people for less complex discharges that do not require formal reablement or rehabilitation – e.g. social support from the voluntary sector, blitz cleans. You should also include an estimate of the number of people who will receive this type of service during the year.

We funded a range of support such as home care hours and also blitz cleans to enable people to return home to a safe environment from our 2023/24 discharge funding and have retained that in our 2024/25 plan as it was very successful. We are funding a hospital to home service through voluntary and community sector partners, working with them to identify sustainable and reliable support for people being discharged from hospital who may be more vulnerable and benefit from this intervention, and we expect, based on their capacity and last year's activity, that they will be able to support 181 people on discharge from hospital. We also supported people who were homeless being discharged from hospital, with bed and breakfast accommodation and supporting them in working with our housing team to identify longer term solutions. At present we do not know what capacity may be needed through spot purchasing but we know there is capacity in the marketplace for this, so where there is a shortfall (excl. Spot Purchase) we have populated the Spot Purchase section in order to match the expected demand. Where spot purchasing is actually required, we will report numbers in our quarterly returns.

Yes

Capacity - Hospital Discharge		Refreshed planned capacity (not including spot purchased capacity)												Capacity that you expect to secure through spot purchasing												
Service Area	Metric	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	
Reablement & Rehabilitation at home (pathway 1)	Monthly capacity - Number of new packages commenced.	176	203	196	190	171	171	201	223	194	203	211	196	0	0	0	0	0	0	0	0	0	0	0	0	Yes
Reablement & Rehabilitation at home (pathway 1)	Estimated average time from referral to commencement of service (days) All packages (planned and spot purchased)	5.5	6.7	4.3	3	3.8	4.4	4.7	2.6	2.6	5.7	3.5	4.7													Yes
Short term domiciliary care (pathway 1)	Monthly capacity - Number of new packages commenced.	30	17	11	17	12	26	32	20	25	29	23	38	0	0	0	0	0	0	0	0	0	0	0	0	Yes
Short term domiciliary care (pathway 1)	Estimated average time from referral to commencement of service (days) All packages (planned and spot purchased)	2	2	2	2	2	2	2	2	2	2	2	2													Yes
Reablement & Rehabilitation in a bedded setting (pathway 2)	Monthly capacity - Number of new packages commenced.	35	31	43	22	34	30	41	38	43	35	27	40	0	0	0	0	0	0	0	0	0	0	1	0	Yes
Reablement & Rehabilitation in a bedded setting (pathway 2)	Estimated average time from referral to commencement of service (days) All packages (planned and spot purchased)	2.7	1.6	2	2.4	1.6	2.2	1.4	2.2	1.7	2.1	3.1	2.7													Yes
Other short term bedded care (pathway 2)	Monthly capacity - Number of new packages commenced.	30	30	30	10	10	30	30	10	10	10	30	30	0	0	0	0	0	0	0	0	0	2	2	2	Yes
Other short term bedded care (pathway 2)	Estimated average time from referral to commencement of service (days) All packages (planned and spot purchased)	2.7	1.6	2	2.4	1.6	2.2	1.4	2.2	1.7	2.1	3.1	2.7													Yes
Short-term residential/nursing care for someone likely to require a longer-term care home placement (pathway 3)	Monthly capacity - Number of new packages commenced.	30	34	33	19	29	23	36	15	15	23	17	29	0	0	0	0	0	0	0	0	0	0	0	0	Yes
Short-term residential/nursing care for someone likely to require a longer-term care home placement (pathway 3)	Estimated average time from referral to commencement of service (days) All packages (planned and spot purchased)	25.9	18.3	28.1	24.7	25.6	32.1	29.3	15.9	19.9	10	23.7	19.9													Yes

Demand - Hospital Discharge		Please enter refreshed expected no. of referrals:												
Pathway	Trust Referral Source	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	
Total Expected Discharges:	Total Discharges	123	126	93	107	96	93	127	121	107	109	114	115	Yes
Reablement & Rehabilitation at home (pathway 1)	Total	123	126	93	107	96	93	127	121	107	109	114	115	Yes
	BERKSHIRE HEALTHCARE NHS FOUNDATION TRUST	39	39	32	37	18	34	36	37	35	38	31	34	Yes
	ROYAL BERKSHIRE NHS FOUNDATION TRUST	84	87	61	70	78	59	91	84	72	71	83	81	Yes
	OTHER	0	0	0	0	0	0	0	0	0	0	0	0	Yes

Short term domiciliary care (pathway 1)	Total	10	17	11	17	12	25	31	20	24	28	22	18	Yes
	BERKSHIRE HEALTHCARE NHS FOUNDATION TRUST	0	0	0	0	0	0	0	0	0	0	0	0	Yes
	ROYAL BERKSHIRE NHS FOUNDATION TRUST	10	17	11	17	12	25	31	20	24	28	22	18	Yes
	OTHER	0	0	0	0	0	0	0	0	0	0	0	0	Yes
Reablement & Rehabilitation in a bedded setting (pathway 2)	Total	21	14	19	11	31	20	33	26	29	26	28	38	Yes
	BERKSHIRE HEALTHCARE NHS FOUNDATION TRUST	0	0	0	0	0	0	0	0	0	0	0	0	Yes
	ROYAL BERKSHIRE NHS FOUNDATION TRUST	21	14	19	11	31	20	33	26	29	26	28	38	Yes
	OTHER	0	0	0	0	0	0	0	0	0	0	0	0	Yes
Other short term bedded care (pathway 2)	Total	5	3	6	3	4	3	6	4	5	6	7	4	Yes
	BERKSHIRE HEALTHCARE NHS FOUNDATION TRUST	0	0	0	0	0	0	0	0	0	0	0	0	Yes
	ROYAL BERKSHIRE NHS FOUNDATION TRUST	5	3	6	3	4	3	6	4	5	6	7	4	Yes
	OTHER	0	0	0	0	0	0	0	0	0	0	0	0	Yes
Short-term residential/nursing care for someone likely to require a longer-term care home placement (pathway 3)	Total	18	14	10	19	28	21	16	15	15	23	17	27	Yes
	BERKSHIRE HEALTHCARE NHS FOUNDATION TRUST	0	0	0	0	0	0	0	0	0	0	0	0	Yes
	ROYAL BERKSHIRE NHS FOUNDATION TRUST	18	14	10	19	28	21	16	15	15	23	17	27	Yes
	OTHER	0	0	0	0	0	0	0	0	0	0	0	0	Yes

Better Care Fund 2024-25 Update Template

4.3 Capacity & Demand (Community)

Selected Health and Wellbeing Board:

Reading

Community	Refreshed capacity surplus:												Average LoS/Contact Hours		Complete:
Capacity - Demand (positive is Surplus)	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Full Year	Units	
Social support (including VCS)	0	0	0	0	0	0	0	0	0	0	0	0	1	Contact Hours	Yes
Urgent Community Response	-19	-25	-27	-19	-21	-22	-25	-12	-13	-35	-28	-19	1	Contact Hours	Yes
Reablement & Rehabilitation at home	22	47	57	48	69	92	71	83	72	32	50	28	4	Contact Hours	Yes
Reablement & Rehabilitation in a bedded setting	10	40	25	47	27	30	48	45	28	53	59	34	26	Average LoS	Yes
Other short-term social care	2	3	1	3	3	3	1	6	5	4	3	6	13	Contact Hours	Yes

Capacity - Community		Please enter refreshed expected capacity:													
Service Area	Metric	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25		
Social support (including VCS)	Monthly capacity. Number of new clients.	15	10	16	9	15	16	15	16	12	11	28	18	Yes	
Urgent Community Response	Monthly capacity. Number of new clients.	76	94	107	111	117	115	132	140	166	157	124	130	Yes	
Reablement & Rehabilitation at home	Monthly capacity. Number of new clients.	165	191	206	176	199	196	211	246	214	209	210	188	Yes	
Reablement & Rehabilitation in a bedded setting	Monthly capacity. Number of new clients.	45	71	68	69	61	62	89	83	71	88	84	77	Yes	
Other short-term social care	Monthly capacity. Number of new clients.	4	4	4	4	4	4	4	10	10	10	10	10	Yes	

Demand - Community		Please enter refreshed expected no. of referrals:												
Service Type		Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	
Social support (including VCS)		15	10	16	9	15	16	15	16	12	11	28	18	Yes
Urgent Community Response		95	119	134	130	138	137	157	152	179	192	152	149	Yes
Reablement & Rehabilitation at home		143	144	149	128	130	104	140	163	142	177	160	160	Yes
Reablement & Rehabilitation in a bedded setting		35	31	43	22	34	32	41	38	43	35	25	43	Yes
Other short-term social care		2	1	3	1	1	1	3	4	5	6	7	4	Yes

Better Care Fund 2024-25 Update Template

5. Income

Selected Health and Wellbeing Board:

Reading

Local Authority Contribution	
Disabled Facilities Grant (DFG)	Gross Contribution
Reading	£1,306,000
DFG breakdown for two-tier areas only (where applicable)	
Total Minimum LA Contribution (exc iBCF)	£1,306,000

Complete:

Yes

Local Authority Discharge Funding	Contribution
Reading	£629,170

Yes

ICB Discharge Funding	Previously entered	Updated	Comments - Please use this box to clarify any specific uses or sources of funding	
NHS Buckinghamshire, Oxfordshire and Berkshire West ICB	£1,473,618	£1,473,618	Not changed from plan but validation cell would not	Yes
Total ICB Discharge Fund Contribution	£1,473,618	£1,473,618		
ICB Discharge Funding	Previously entered	Updated	Comments - Please use this box to clarify any specific uses or sources of funding	
NHS Buckinghamshire, Oxfordshire and Berkshire West ICB	£1,473,618	£1,473,618	Not changed from plan but validation cell would not	Yes
Total ICB Discharge Fund Contribution	£1,473,618	£1,473,618		
iBCF Contribution	Contribution			
Reading	£2,692,624			Yes
Total iBCF Contribution	£2,692,624			

Local Authority Additional Contribution	Previously entered	Updated	Comments - Please use this box to clarify any specific uses or sources of funding	
Reading	£305,000	£305,000	Not changed from plan but validation cell would not c/fwd project spend from 22/23 of 713k - committed to 31/03/2025. Front Door and Falls project funding £451k from 23/24 - agreed to be c/fwd.	Yes
		£1,163,920		
Total Additional Local Authority Contribution	£305,000	£1,468,920		

NHS Minimum Contribution	Contribution
NHS Buckinghamshire, Oxfordshire and Berkshire West ICB	£13,153,195
Total NHS Minimum Contribution	£13,153,195

Additional ICB Contribution	Previously entered	Updated	Comments - Please use this box clarify any specific uses or sources of funding	
				Yes
Total Additional NHS Contribution	£0	£0		
Total NHS Contribution	£13,153,195	£13,153,195		

	2024-25
Total BCF Pooled Budget	£20,723,527

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

The initial plan submitted was a two year plan and project funding was committed to end of March 2025. As agreed with our ICB partners (in line with the S75 Agreement), and supported by the Reading Integration Board (RIB), underspends will be carried forward into 2024/25. Our Front Door Project was agreed at our Integration Board to run for a longer period beyond 2024/25 into 2026/27 and the funding allocated 2023/24, £200k, will be c/fwd to support that project beyond 2025/26. The Falls project was to identify the gaps in service provision through a Diagnostic carried out across Berkshire West for an evidence based approach to the service designed for Reading. We have now recruited to a post to undertake that review, which we aim to have completed by the end of July 2024. There is £251k for that project being c/fwd as it is suspected that start up funding to develop the service is likely to exceed the running costs in the first year. The other projects to support specialist discharge pathways and mental health outreach have taken time to move forward due to limited project management and commissioning resource, and at present there is an underspend of £713k that will be c/fwd for those which will be a total of £1,163,920 c/fwd but committed to the end of March 2025.

6. Expenditure

Selected Health and Wellbeing Board:

[<< Link to summary sheet](#)

Running Balances	2024-25	
	Expenditure	Balance
DFG	£1,306,000	£0
Minimum NHS Contribution	£13,153,195	£0
iBCF	£2,692,624	£0
Additional LA Contribution	£1,468,920	£0
Additional NHS Contribution	£0	£0
Local Authority Discharge Funding	£629,170	£0
ICB Discharge Funding	£1,473,618	£0
Total	£20,723,527	£0

Required Spend

This is in relation to National Conditions 2 and 3 only. It does NOT make up the total Minimum ICB Contribution (on row 33 above).

	2024-25	
	Planned Spend	Under Spend
NHS Commissioned Out of Hospital spend from the minimum ICB allocation	£5,191,679	£0
Adult Social Care services spend from the minimum ICB allocations	£7,597,598	£0

Note: Error code at the top of "Source of Funding" column is caused by an issue with the template, confirmed by BCF Team. The content is accurate.

Checklist

Column complete:

Yes		Yes		Yes		Yes		Yes		Yes		No		Yes		Yes		Yes	
Scheme ID	Scheme Name	Brief Description of Scheme	Previously entered Outputs for 2024-25	Updated Outputs for 2024-25	Units	Area of Spend	Please specify if 'Area of Spend' is 'other'	Commissioner	% NHS (if Joint Commissioner)	% LA (if Joint Commissioner)	Provider	Source of Funding	New/ Existing Scheme	Previously entered Expenditure for 2024-25 (£)	Updated Expenditure for 2024-25 (£)	% of Overall Spend (Average)	Do you wish to update?	Comments if updated e.g. reason for the changes made	
1	Short Term / Hospital Discharge Team	Local Authority Social Work and Occupational Therapy		1441		Social Care		LA			Local Authority	Minimum NHS Contribution	Existing	£1,914,521	£2,030,421	25%	Yes	Increase to staffing in hospital discharge team and mental health discharge team.	
2	Reablement	Reablement & Rehabilitation Services	800	800	Packages	Social Care		LA			Local Authority	Minimum NHS Contribution	Existing	£2,060,366	£2,081,500	72%	Yes	Applied further uplift from 2025/26 uplift allocation.	
3	Step Down Beds - Discharge to Assess	Step Down Beds - Discharge to Assess	20	24	Number of placements	Social Care		LA			Local Authority	Minimum NHS Contribution	Existing	£338,842	£301,872	42%	Yes	Staffing realignment	
4	Step Down Beds - Discharge to Assess (Physiotherapy)	Step Down Beds - Discharge to Assess	20	8	Number of placements	Social Care		LA			Local Authority	Minimum NHS Contribution	Existing	£87,427	£87,428	51%	Yes	Minor rounding change.	
5	Care Packages - Mental Health	Personalised Care at Home		200		Social Care		LA			Private Sector	Minimum NHS Contribution	Existing	£123,088	£139,800	4%	Yes	Applied further uplift from 2025/26 uplift allocation.	
6	Care Packages - Physical Support	Personalised Care at Home		589		Social Care		LA			Private Sector	Minimum NHS Contribution	Existing	£750,707	£854,100	9%	Yes	Applied further uplift from 2025/26 uplift allocation.	
7	Care Packages - Memory and Cognition	Personalised Care at Home		222		Social Care		LA			Private Sector	Minimum NHS Contribution	Existing	£478,116	£538,100	46%	Yes	Applied further uplift from 2025/26 uplift allocation.	
8	TEC Equipment	TEC equipment	900	1200	Number of beneficiaries	Community Health		LA			Private Sector	Minimum NHS Contribution	Existing	£194,943	£214,500	26%	Yes	Increase in demand	
9	Carers Funding - Grants, Voluntary	Carers Services	60	60	Beneficiaries	Social Care		LA			Charity / Voluntary Sector	Minimum NHS Contribution	Existing	£154,264	£202,000	59%	Yes	Supporting ICB Commissioned contracts Young People with Dementia, Stroke Association and Dementia Care Advisors.	
10	Carers Funding - Grants, Voluntary	Carers Services	200	200	Beneficiaries	Social Care		LA			Charity / Voluntary Sector	Additional LA Contribution	Existing	£305,000	£305,000	21%	No		
11	Care Act Funding	Care Act Implementation Related Duties		0		Social Care		LA			Local Authority	Minimum NHS Contribution	Existing	£431,840	£408,700	31%	Yes	Team restructure	
12	LA Discharge & Admission Avoidance projects	LA Discharge & Admission avoidance projects		0		Social Care		LA			Local Authority	Minimum NHS Contribution	Existing	£459,621	£459,621	31%	No		
13	IMHA	Prevention / Early Intervention		0		Social Care		LA			Charity / Voluntary Sector	Minimum NHS Contribution	Existing	£36,981	£35,000	17%	Yes	Maintained at 2023/24 level and uplift applied to high demand areas.	
14	BCF Local Project Management	BCF Local Project Management		3.5		Social Care		LA			Local Authority	Minimum NHS Contribution	Existing	£177,061	£168,000	100%	Yes	Maintained at 2023/24 level and uplift applied to high demand areas.	
15	Hospital to Home - Extended Settling In Services (Red)	Post Hospital Discharge - Home from Hospital	70	81		Social Care		LA			Charity / Voluntary Sector	Minimum NHS Contribution	Existing	£10,566	£10,000	11%	Yes	Maintained at 2023/24 level and uplift applied to high demand areas.	
16	Care Home Selection (CHS) - Project in RBH	Care Home Selection (CHS) - Project in RBH		1		Community Health		LA			NHS Community Provider	Minimum NHS Contribution	Existing	£65,509	£62,000	11%	Yes	Maintained at 2023/24 level and uplift applied to high demand areas.	
17	Out Of Hospital Speech & Language Therapy	Eating & drinking referral service				Community Health		NHS			NHS Community Provider	Minimum NHS Contribution	Existing	£63,673	£63,673	28%	No		
18	Out of Hospital Care Home in-reach	HICM for Managing Transfer of Care				Community Health		NHS			NHS Community Provider	Minimum NHS Contribution	Existing	£124,636	£124,636	18%	No		

Scheme ID	Scheme Name	Brief Description of Scheme	Previously entered Outputs for 2024-25	Updated Outputs for 2024-25	Units	Area of Spend	Please specify if 'Area of Spend' is 'other'	Commissioner	% NHS (if Joint Commissioner)	% LA (if Joint Commissioner)	Provider	Source of Funding	New/ Existing Scheme	Previously entered Expenditure for 2024-25	Updated Expenditure for 2024-25 (£)	% of Overall Spend (Average)	Do you wish to update?	Comments if updated e.g. reason for the changes made
19	Out Of Hospital - Community Geriatrician	Provide Community Geriatrician Service - urgent referrals seen within 2 days.	1300	1400	Number of placements	Community Health		NHS			NHS Community Provider	Minimum NHS Contribution	Existing	£131,408	£131,408	26%	No	
21	Out Of Hospital Health Hub	Acute Single Point of Access to Community Health Services.				Community Health		NHS			NHS Community Provider	Minimum NHS Contribution	Existing	£487,700	£487,700	35%	No	
22	Out Of Hospital - Intermediate Care	Rapid response services delivered to patients in their own homes, avoiding hospital admission within 2 hours.	1690	1470	Number of placements	Community Health		NHS			NHS Community Provider	Minimum NHS Contribution	Existing	£349,518	£349,518	21%	No	
23	Connected Care	Connected Care				Other	Digital Records	NHS			Private Sector	Minimum NHS Contribution	Existing	£316,980	£316,980	33%	No	
24	Carers Funding ICB	Support for Young People with Dementia (YPWD), Alzheimers	80	141	Beneficiaries	Community Health		NHS			Charity/ Voluntary Sector	Minimum NHS Contribution	Existing	£119,420	£119,420	25%	No	
25	Street Triage	Street Triage service supporting Reading Rough sleepers				Mental Health	Homelessness	NHS			NHS Community Provider	Minimum NHS Contribution	Existing	£173,404	£173,404	58%	No	
26	Falls Service & Frailty	Falls service to reduce Admissions due to falls				Social Care		LA			Local Authority	Minimum NHS Contribution	Existing	£281,056	£281,056	73%	No	
27	Care Homes / RRAT	Intermediate Care Services	1730	966	Packages	Community Health		NHS			NHS Community Provider	Minimum NHS Contribution	Existing	£655,686	£655,686	45%	No	
28	Discharge to Assess Beds	Hospital Discharge	20	40	Number of placements	Social Care		LA			Local Authority	Local Authority Discharge	Existing	£48,864	£421,200	100%	Yes	Funding was reallocated to ensure more focus on high demand aspects of discharge
29	Hospital to Home Service (Extended)	Hospital to Home Service British Red Cross	240	181		Social Care		LA			Charity/ Voluntary Sector	Local Authority Discharge	Existing	£63,050	£40,000	100%	Yes	Funding was reallocated to ensure more focus on high demand aspects of discharge
30	TEC Hospital Discharge	TEC Hospital Discharge Pilot	900	800	Number of beneficiaries	Social Care		LA			Local Authority	ICB Discharge Funding	Existing	£176,709	£99,547	100%	Yes	Funding was reallocated to ensure more focus on high demand aspects of discharge
31	Home Care Hours to support Discharge	Home Care Hours to support Discharge	14768	11,132	Hours of care (Unless short-term in which	Social Care		LA			Private Sector	ICB Discharge Funding	Existing	£265,063	£242,000	100%	Yes	Funding was reallocated to ensure more focus on high demand aspects of discharge
32	Bed & Breakfast (Rough Sleepers/No)	Bed & Breakfast (Rough Sleepers/No recourse to public funds)		52		Social Care		LA			Local Authority	Local Authority Discharge	Existing	£48,339	£37,517	100%	Yes	Funding was reallocated to ensure more focus on high demand aspects of discharge
33	Minor Works required to support people to be discharged from Hospital	Minor Works required to support people to be discharged from Hospital		80		Social Care		LA			Local Authority	ICB Discharge Funding	Existing	£88,354	£0	0%	Yes	This has shifted to the LA Discharge Funding stream but I cannot change the "Source of Funding", so removed from here and added as a "New" scheme. Amount reduced based on spend in 2023/24 and balance reallocated to high demand areas.
34	Social Worker/OT posts within Hospital Discharge	Social Worker/OT posts within Hospital Discharge		4		Social Care		LA			Local Authority	ICB Discharge Funding	Existing	£360,486	£360,000	100%	Yes	Funding was reallocated to ensure more focus on high demand aspects of discharge

Scheme ID	Scheme Name	Brief Description of Scheme	Previously entered Outputs for 2024-25	Updated Outputs for 2024-25	Units	Area of Spend	Please specify if 'Area of Spend' is 'other'	Commissioner	% NHS (if Joint Commissioner)	% LA (if Joint Commissioner)	Provider	Source of Funding	New/ Existing Scheme	Previously entered Expenditure for 2024-25	Updated Expenditure for 2024-25 (£)	% of Overall Spend (Average)	Do you wish to update?	Comments if updated e.g. reason for the changes made
35	Hospital / CRT Delivering extended hours / Bank holidays	Hospital / CRT Delivering extended hours / Bank holidays	100	21	Packages	Social Care		LA			Local Authority	Local Authority Discharge	Existing	£66,400	£30,000	100%	Yes	Funding was reallocated to ensure more focus on high demand aspects of discharge
36	Complex cases - High Cost Placement (including MH)	Complex cases - High Cost Placement (including MH)	20	100	Number of beds	Social Care		LA			Local Authority	ICB Discharge Funding	Existing	£441,639	£732,071	100%	Yes	Increased funding based on significant pressure for complex care beds in 2023/24 and expected continuation of this position.
37	Brokerage staff	Brokerage staff		2		Social Care		LA			Local Authority	ICB Discharge Funding	Existing	£70,683	£40,000	100%	Yes	Funding was reallocated to ensure more focus on high demand aspects of discharge
38	Self-Neglect - Blitz Cleans	Self-Neglect - Blitz Cleans		20		Social Care		LA			Local Authority	ICB Discharge Funding	Existing	£35,342	£0	0%	Yes	This has shifted to the LA Discharge Funding stream but I cannot reduce the "Source of Funding". Amount reduce as funding was reallocated to ensure more focus on high demand aspects of discharge
39	Social Care Workforce Development and Retention	Social Care Workforce Development and Retention		0.5	WTE's gained	Social Care		LA			Local Authority	ICB Discharge Funding	New	£35,342	£0	0%	Yes	This has shifted from ICB Discharge Funding to the LA Discharge Funding stream, so removed from here and added as a "New" scheme. Amount reduced as funding was reallocated to ensure more focus on high demand aspects of discharge
40	ICB PMO (BoB)	Share of Cross Berkshire West Programme				Other	Risk Share	LA			Local Authority	Minimum NHS Contribution	Existing	£87,418	£87,418	33%	No	
41	IBCF	Community Reablement Services	800		Packages	Social Care		LA			Private Sector	IBCF	Existing	£2,692,624	£2,692,624	100%	No	
42	DFG	Supporting people with disability	48	80	Number of adaptations funded/people supported	Social Care		LA			Private Sector	DFG	Existing	£1,197,341	£1,306,000	100%	Yes	Increased funding provided by DHSC part way through 2023/24 and additional increase for 2024/25. Passported to our Housing Team who manage the DFG.
43	Risk Share-LA	Other				Other	Risk Share	NHS			NHS	Minimum NHS Contribution	Existing	£583,243	£583,243	45%	No	
44	BHFT Re-ablement Contract	Reablement & Rehabilitation Services	1809	868	Packages	Community Health		NHS			NHS Community Provider	Minimum NHS Contribution	Existing	£1,114,937	£1,114,937	36%	No	
45	ICB Contingency	ICB Contingency				Community Health		NHS			NHS Community Provider	Minimum NHS Contribution	Existing	£10,326	£10,326	33%	No	
46	Other	LA Care Act Implementation		0		Social Care		LA			Local Authority	Additional LA Contribution	New	£0	£1,163,920	100%	Yes	c/fwd project spend for continuing projects to March 2025 and beyond as agreed at the Integration Board by Health and Social Care system partners.
47	Other	Assumed uplift not yet allocated		0		Social Care		LA			Local Authority	Minimum NHS Contribution	New	£309,190	£0	0%	Yes	Uplift now allocated to areas of high pressure.

Adding New Schemes:

Scheme ID	Scheme Name	Brief Description of Scheme	Outputs for 2024-25	Units (auto-populate)	Area of Spend	Please specify if 'Area of Spend' is 'other'	Commissioner	% NHS (if Joint Commissioner)	% LA (if Joint Commissioner) (auto-	Provider	Source of Funding	New/ Existing Scheme	Expenditure for 2024-25 (£)	% of Overall Spend
33b	Minor Works required to support people to be	Minor Works required to support people to be discharged from Hospital	80		Social Care		LA			Local Authority	Local Authority Discharge	Existing	£50,000	100%
38b	Self-Neglect - Blitz Cleans	Self-Neglect - Blitz Cleans	20		Social Care		LA			Local Authority	Local Authority Discharge	Existing	£30,453	100%
39b	Social Care Workforce Development	Social Care Workforce Development and Retention	0.5		Social Care		LA			Local Authority	Local Authority Discharge	Existing	£20,000	1001%

Better Care Fund 2024-25 Update Template

7. Narrative updates

Selected Health and Wellbeing Board:

Reading

Please set out answers to the questions below. No other narrative plans are required for 2024-25 BCF updates. Answers should be brief (no more than 250 words) and should address the questions and Key lines of enquiry clearly.

2024-25 capacity and demand plan

Please describe how you've taken analysis of 2023-24 capacity and demand actuals into account in setting your current assumptions.

The Local Authority hospital discharge teams, reablement and commissioning teams worked with our system partners in the Integrated Care Board, Acute Hospital and community health services to improve the demand and capacity data, which had previously been reported at a Berkshire West level, and based on 2 months worth of data. We have seen an improvement in 2023/24 and now have a more robust dataset for that period. This improved data has supported an improvement in planning for 2024/25. There are still areas that require improvement and we are asking our partners to provide regular reporting of the demand and capacity, with the assumption that reporting templates will be based on the refreshed plan for 2024/25. We have based our planning for 2024/25 on the actuals in 2023/24 and included uplift estimates e.g. 2.3% for Urgent and Emergency Care, which will in turn translate to increased demand in both hospital and community settings. Our population of over 65s is also increasing, with a 3% increase from 2022/23 to 2023/24 and a 2% increase from 2023/24 to 2024/25, these increases have been factored into the revised demand and capacity planning.. It is more challenging to identify short term demand as our systems record current status i.e. if someone is in a permanent long term placement but they may have been a short-term placement at some point in the year. The Council operates on a Framework model and referrals for care packages are managed through that framework effectively but this is not specifically classed as 'spot purchase' in the recording of the placements, or short term. We have 65 block booked beds for general residential and nursing needs, and the ability to purchase more through our Framework model, up to 170. We also have 10 Discharge to Assess beds with flexibility to increase capacity for these, especially during the Winter period, with providers. There is a transformation programme of work to review voids and the reasons for these, in order to reduce and address issues. We know from last year that we had an unprecedented pressure for complex care nursing beds, 50% higher demand when compared to the average over the previous 2 years. We have increased capacity in our Discharge Fund budget to accommodate this increased pressure which we expect to continue. The Local Authority is working with commissioning and health partners to build a central reporting template, based on the BCF Planning and Reporting templates that each system partner can feed into on a monthly basis. Once agreed and in place this will be an enabler for improved reporting and trend analysis. This will be an iterative process to improve our demand and capacity modelling across the system. The Discharge Data Pack, produced by the Acute Hospital team, indicates that only 2.2% of delayed discharges are as a result of Adult Social Care delays, the majority of failed discharges are due to people becoming "Not Medically Fit for Discharge" again, Transport issues and medication delays. There is a Discharge Group that meets ever two weeks, chaired by the Lead Flow Co-ordinator at the hospital, and includes representatives from the hospital discharge team/Ward representatives, the community hospital team, and care homes, with a view to addressing issues that arise in process. In some cases delays are caused due to awaiting families to agree the discharge plan or if a Best Interest Assessment is required, or Court of Protection Order, which the Courts do not prioritise as the person is deemed to be in a place of safety. These issues are not reflections of a problem with the capacity in the community settings to take someone on discharge from hospital. Other reasons could be because someone's home is not fit /environmentally safe to return to, and this was not "known" at the point of admission, but the required action is pending the outcome of an environmental assessment.

Checklist Complete:

Yes

Linked KLOEs (For information)

Does the HWB show that analysis of demand and capacity secured during 2023-24 has been considered when calculating their capacity and demand assumptions?

<p>Have there been any changes to commissioned intermediate care to address any gaps and issues identified in your C&D plan? What mitigations are in place to address any gaps in capacity?</p> <p>There was a 63% increase in demand for Urgent Care Response in 2023/24 compared to the previous year for Reading, and our community health system partners have indicated that they will not be able to increase capacity but will continue to improve the quality and reporting of data. There was a system wide workshop for system partners in place of the UEC Board on 16th May to raise awareness of the demands and also to plan how to manage potential shortfalls in capacity, particularly in relation to UCR. Our Community partners, BHFT, have said that they will try to mitigate the gap by referring to alternative pathways across other BHFT and Local Authority community services, such as reablement, where clinically appropriate. There has been an increase of demand and if the demand continues to grow for 24/25 there will be concerns in the ability of the UCR team in meeting that growth. ICB leads have been alerted to this. The ICB currently have a review of intermediate care and urgent response demand underway, to understand if response is appropriate to need. There is potential to move some same day cases to next day to free up urgent activity and maximise the use of other pathways in both community and acute settings. There is also a review of the technological / virtual monitoring opportunities, including Local Authority services to join up care and make best use of the resources available. These reviews are all being managed through the Discharge and Flow workstream within the UEC workplan. The Local Authority has also trained two cohorts of staff working within the Domiciliary Care market to provide additional capacity for reablement focused services to underpin our Capacity to take referrals from the hospital on Pathway 1. We have 214 hours block booked per week with Domiciliary Care Agencies to support discharge. There will be some flexibility in the number of people supported. For this purpose, we are suggesting that this supports an average of 10 people each month as we have seen an increase in the number of care hours required, with a higher level of usage in the Winter period. We have included our home from hospital service but due to limited usage, and issues with response times, this may not be delivered beyond October 2024 and we are looking at alternatives for this support from the Voluntary and Community Sector. Our Disabled Facilities Grant is passported directly to our Housing team and this supports housing adaptations and minor works to enable people to return to their usual place of residence after a hospital admission but also to support admission avoidance.</p>	<p>Yes</p>	<p>Does the plan describe any changes to commissioned intermediate care to address gaps and issues?</p> <p>Does the plan take account of the area's capacity and demand work to identify likely variation in levels of demand over the course of the year and build the capacity needed for additional services?</p>
<p>What impacts do you anticipate as a result of these changes for:</p> <p>i. Preventing admissions to hospital or long term residential care?</p> <p>We continue to use the Discharge Fund to provide additional domiciliary care hours, having trained two of our domiciliary care providers in reablement. This complements our existing reablement and intermediate care offer to people on discharge to prevent further readmission, and the continued support for people through our 12 Week Technology Enabled Care (TEC) project, we expect to be able to improve outcomes for people to enable them to remain well at home and avoid the need for long term residential care. We have noticed an increase in demand for complex dementia and other complex care over the last year and our operational teams are reviewing early intervention support available based on the outcomes of our pilot projects and the Diagnostic review that is underway across Berkshire West in relation to Falls and Frailty to provide an evidence based approach to the service that is set up in Reading. The funding for this project has been carried forward to ensure it is committed to embedding a falls service based on the findings of the diagnostic review. We continue to operate a Home First approach and our hospital discharge team are working closely with our hospitals to enable new staff cohorts to be trained in the discharge pathways and processes to improve outcomes for people on discharge. Our Disabled Facilities Grant (DFG), which is passported to Housing, supports home adaptations and minor works to enable people to remain in their own homes. There is a plan for expenditure of the DFG, which is held by our Housing team.</p>	<p>Yes</p>	<p>Has the plan (including narratives, expenditure plan and intermediate care capacity and demand template set out actions to ensure that services are available to support people to remain safe and well at home by avoiding admission to hospital or long-term residential care and to be discharged from hospital to an appropriate service?</p>
<p>ii. Improving hospital discharges (preventing delays and ensuring people get the most appropriate support)?</p> <p>Our market responses to requests for domiciliary care on discharge are timely and usually same day, and sometimes if more complex care is needed up to 48 hours. Our system reviewed the 10 High Impact Changes for Transfer of Care (refreshed in early 2024), and assessed the majority of hospital discharge processes as "Mature". We continue working with our system partners to improve flow and prevent lengthy delays. We have a weekly highlight escalation to our commissioning and brokerage services for anyone on the discharge ready list who has been waiting longer than the hospital target days for discharge on both Pathways 1 and 3, in order that these cases can be continually reviewed and actioned. We also need to be mindful that personal / family choice needs to be enabled for people needing more complex care and complex cases can often entail best interest assessments, court of protection orders which delay discharges. Families may not always be readily available to assess and agree choices and in some cases the "Choice Policy" needs to be applied due to the delays in a patient being transferred out of hospital to a more suitable environment for their needs.</p>	<p>Yes</p>	<p>Has the plan (including narratives, expenditure plan and intermediate care capacity and demand template set out actions to ensure that services are available to support people to remain safe and well at home by avoiding admission to hospital or long-term residential care and to be discharged from hospital to an appropriate service?</p>
<p>Please explain how assumptions for intermediate care demand and required capacity have been developed between local authority, trusts and ICB and reflected in BCF and NHS capacity and demand plans.</p> <p>We have worked closely with our Acute and Community hospital partners, and our intermediate care and hospital discharge teams. The Integrated Care Board have predicted an increase in demand for non-elective care of 2.5% in 2024/25 and this has been reflected within the refreshed BCF Metric target setting. There was a 63% increase in the demand for Urgent Community Care in 2024/25 and the community teams also working with a Virtual Ward model of care to support people to remain in their own homes and environments that are familiar to them with the right support for as long as possible. However, our Community partners have indicated that whilst the demand is increasing they are not able to increase their capacity and this may well lead to increased admissions.</p>	<p>Yes</p>	<p>Does the plan set out how demand and capacity assumptions have been agreed between local authority, trusts and ICB and reflected these changes in UEC activity templates and BCF capacity and demand plans?</p>

<p>Have expected demand for admissions avoidance and discharge support in NHS UEC demand, capacity and flow plans, and expected demand for long term social care (domiciliary and residential) in Market Sustainability and Improvement Plans, been taken into account in you BCF plan?</p>	<p>Yes</p>	<p>Yes</p>	
<p>Please explain how shared data across NHS UEC Demand capacity and flow has been used to understand demand and capacity for different types of intermediate care.</p>			
<p>Please explain how shared data across NHS UEC Demand capacity and flow has been used to understand demand and capacity for different types of intermediate care.</p>			
<p>Our Market Sustainability demand and capacity planning and a review of the usage of our domiciliary and residential care provision in Reading has indicated that we expect there to be a sufficient volume of provision to meet our needs over the next 10 to 15 years but given the predicted increases in dementia rates, we may wish to consider block purchasing more nursing dementia beds in the future and will be guided by demand for these through the year. There are also a low number of out of area placements either based on need or due to personal/family choice. The data we are now, very recently, receiving from community and acute providers together with their growth assumptions is helping us to identify a more accurate picture of need and we have the flexibility within our markets to adapt to those needs at present.</p>	<p>Yes</p>	<p>Has the area described how shared data has been used to understand demand and capacity for different types of intermediate care?</p>	
<p>Approach to using Additional Discharge Funding to improve</p>			
<p>Briefly describe how you are using Additional Discharge Funding to reduce discharge delays and improve outcomes for people.</p>			
<p>We have increased the workforce to support hospital discharge and significantly increased the amount of funding allocated to our Complex Care, Pathway 3 discharges given the unprecedented demand due to much higher levels of complexity, particularly in relation to dementia and challenging behaviours, in 2023/24. We have increased the number of home care hours accessible to support timely discharge and have trained two of our homecare providers in reablement in order that the care they provide is reablement focused to build strength and resilience to remain at home. We allocated funding for Technology Enabled Care, which has proven beneficial in supporting people to return home and remain safe, with sensors and alarms installed to build confidence. Our Discharge Team liaise directly with the Care Home team and the ward discharge team / Trusted Assessors to maintain training and clarity of understanding of the discharge process to ensure people get the right care at the right time to support a timely discharge home. We have also continued to allocate funding for deep cleans where a person's home may not be environmentally safe for them to return to and funding to support people who may be homeless to leave hospital and be put into accommodation that is safe in the short term whilst their needs are assessed. We have maintained the additional discharge to assess capacity as it was not fully utilised through the year but there were pressure points where the flexibility was important to ensure a timely discharge.</p>	<p>Yes</p>	<p>Does this plan contribute to addressing local performance issues and gaps identified in the areas capacity and demand plan?</p> <p>Is the plan for spending the additional discharge grant in line with grant conditions?</p>	
<p>Please describe any changes to your Additional discharge fund plans, as a result from</p>			
<ul style="list-style-type: none"> o Local learning from 23-24 o the national evaluation of the 2022-23 Additional Discharge Funding (Rapid evaluation of the 2022 to 2023 discharge funds - GOV.UK (www.gov.uk)) 			
<p>Learning from 23-24:</p> <ul style="list-style-type: none"> - We did not have enough funding allocated to the Complex Care beds, and as a result we have increased the allocation of funding to complex care pathway 3 discharges based on the demand last year which had created a large cost pressure on adult social care. - We have continued with the provision of domiciliary care hours that were available to support people home and invested in reablement training for home care staff to support people maintaining their wellbeing at home and to boost the capacity for reablement on hospital discharge. <p>The National evaluation of the 22-23 Discharge Fund:</p> <ul style="list-style-type: none"> - It was clear that we were not the only Local Authority grappling with increasing complexity of discharges - Continued challenges in timely recruitment of staff given the increase in cost of living and oth the local and national workforce shortages - Reporting timelines were challenging, as a result of the complex processes to draw the data out to fit the reporting template and ensure there was no duplication on reporting. At this stage we do not retain data to support the analysis of wait times from referral to the start of services, although we do monitor length of wait for discharge from hospital. This is definitely an area of focus for us in 2024/25 to enable visibility of the impact of the discharge fund to support effective discharges. We continue to invest in Technology Enabled Care from the Discharge Fund to directly support hospital discharges and workforce recruitment of Social Workers and Occupational Therapists, who are working directly with the hospital discharge hub and the wards, to improve the effectiveness of discharges, particularly on Pathway 3. 	<p>Yes</p>	<p>Does the plan take into account learning from the impact of previous years of ADF funding and the national evaluation of 2022/23 funding?"</p>	

Ensuring that BCF funding achieves impact	
<p>What is the approach locally to ensuring that BCF plans across all funding sources are used to maximise impact and value for money, with reference to BCF objectives and metrics?</p> <p>Our Better Care Fund schemes contribute to the costs of a wide range of statutory adult social care core services as well as to place based services commissioned by the Integrated Care Board for services such as Dementia Care Advisors, supporting Young People with Dementia and Stroke Association. We also provide smaller grants to local voluntary and community sector schemes that work within our communities to provide wellbeing and activity support particularly in areas of higher deprivation where health outcomes are poorer. Whilst not specifically funded through the BCF we included non-pooled funds in our Section 75 Framework Agreement for a health inequalities funded scheme to delivery NHS Health Checks in Community settings in some of most deprived areas and to enable a wider range of ethnic groups and age groups (the pilot in Reading is for anyone over the age of 18) to receive a full NHS Health Check and the wrap around support from our Health Champions and Social Prescribers who will follow up with people to assess outcomes and also support registration with a GP where people are not registered. As at the end of April we had achieved 471 Health Checks with some excellent outcomes reaching much wider ethnic groups over 54% of people were non-white, and early identification of key risk factors in cardiovascular disease and diabetes to enable early intervention. This collaborative project across Health, Social Care, Primary Care and Voluntary and Community sector has demonstrated that community focused schemes are beneficial to the wellbeing and improved outcomes for our communities most at risk of poor health outcomes.</p>	<p>Does the BCF plan (covering all mandatory funding streams) provide reassurance that funding is being used in a way that supports the objectives of the Fund and contributes to making progress against the fund's metric?</p> <p>Yes</p>

Better Care Fund 2024-25 Update Template

7. Metrics for 2024-25

Selected Health and Wellbeing Board:

8.1 Avoidable admissions

		*Q4 Actual not available			
		2023-24 Q1	2023-24 Q2	2023-24 Q3	2023-24 Q4
		Actual	Actual	Plan	Plan
Indirectly standardised rate (ISR) of admissions per 100,000 population (See Guidance)	Indicator value	186.5	174.2	198.0	198.0
	Number of Admissions	273	255	-	-
	Population	173,170	173,170	-	-
		2024-25 Q1	2024-25 Q2	2024-25 Q3	2024-25 Q4
		Plan	Plan	Plan	Plan
	Indicator value	189	176	180	208

<p>Rationale for how the ambition for 2024-25 was set. Include how learning and performance to date in 2023-24 has been taken into account, impact of demographic and other demand drivers. Please also describe how the ambition represents a stretching target for the area.</p>	<p>Please describe your plan for achieving the ambition you have set, and how BCF funded services support this.</p>
<p>We met the target in 2023/24 by a small margin and our Urgent and Emergency Care Board have, in their health capacity and demand planning, predicted a 2.3% increase in non-elective admissions for 2024/25 so we have applied that same increase to our actuals from last year, then applied a 1% reduction to set this target, which we believe will be stretching given the increasing complexity we are seeing in hospital discharges. It is noted that the Total population figure has increased by 8% from 160,337 on the original 2023-25 plan. This field is auto populated and actual performance in year was based on the refreshed population of 173,170.</p>	<p>As a system, we look to build on the improved performance last year and within our Section 75 we have non-pooled funding from outside the BCF to increase the number of health checks completed for people in Reading, being delivered in the community settings to enable easier access for people, to improve overall wellbeing and address potential health risks at an early stage, as well as working with health services to provide opportunities for screening services to co-locate with the health check team in community settings where trust with the people there has been developed. We have a focus on health inequalities for all of our services and then potentially working to improve their outreach (this includes groups that are more likely to use the hospital, like our over 65/80-year-olds). Our Multi-Disciplinary Team programme is continuing as business as usual within our PCN Clusters, operated by our Community Health partner in collaboration with Primary Care, which has proven to be effective in this area, reducing hospital attendances due to effective care planning and support. We will continue contributing to the Urgent and Rapid Response services and our Acute hospital are operating a Virtual Ward model to support people to remain in the community.</p>

8.2 Falls

		2023-24 Plan	2023-24 estimated	2024-25 Plan
Emergency hospital admissions due to falls in people aged 65 and over directly age standardised rate per 100,000.	Indicator value	2,272.0	1,620.9	1,612.2
	Count	500	342	356
	Population	21,100	21,100	22,081

Rationale for how the ambition for 2024-25 was set. Include how learning and performance to date in 2023-24 has been taken into account, impact of demographic and other demand drivers. Please also describe how the ambition represents a stretching target for the area.	Please describe your plan for achieving the ambition you have set, and how BCF funded services support this.
We performed well against this target in 2023/24, and significantly below the average 3 year maximum that had been set. It was noted that the 65+ population figure being used had been static since 2021/22 and yet our 65+ population has been increasing. We used the 65+ population figure from Metric 8.4, which also focuses on this group, and have applied that as the denominator here. This indicates a 4% increase in the population of 65+ from the original figure that had been used as a denominator (i.e., 21,100). The Count equates to a 2% reduction on actual performance in 2023/24 accounting for the adjustment in population figures.	The Local Authority have commenced with a diagnostic review of Falls and Frailty across Berkshire West, that is planned to be completed by the end of July 2024. This review will provide an evidence based approach to developing a Falls and Frailty service in Reading. There are existing activities already in place to prevent admissions due to falls, such as early responder services, the use of Technology Enabled Care, Urgent and Rapid Community Response and Strength based falls classes commissioned through our Public Health Service.

8.3 Discharge to usual place of residence

*Q4 Actual not i

		2023-24 Q1	2023-24 Q2	2023-24 Q3	2023-24 Q4
		Actual	Actual	Actual	Plan
Percentage of people, resident in the HWB, who are discharged from acute hospital to their normal place of residence (SUS data - available on the Better Care Exchange)	Quarter (%)	92.0%	91.7%	92.2%	92.0%
	Numerator	2,477	2,545	2,645	2,476
	Denominator	2,692	2,774	2,868	2,691
		2024-25 Q1	2024-25 Q2	2024-25 Q3	2024-25 Q4
		Plan	Plan	Plan	Plan
	Quarter (%)	92.6%	92.1%	92.2%	92.0%
	Numerator	2,685	2,621	2,645	2,476
	Denominator	2,900	2,845	2,868	2,691

Rationale for how the ambition for 2024-25 was set. Include how learning and performance to date in 2023-24 has been taken into account, impact of demographic and other demand drivers. Please also describe how the ambition represents a stretching target for the area.

We did not meet the target in 2023/24, missing it by just 0.2%. Given the increasing complexities we have seen in hospital discharges it has been agreed that we should maintain this target at the same level as in the original 2023/25 plan.

Please describe your plan for achieving the ambition you have set, and how BCF funded services support this.

A "Home First" and "Why not today" approach as outlined in the Hospital Discharge Service Policy and the High Impact Change Model for transfers of care, has been successful in the main. We also work closely with the Voluntary Care Sector to enable support to be in place, where needed, and included in the discharge planning respect of a commissioned Hospital to Home service. In the small number of cases where a person cannot return directly home, there is a plan to support them to get back home, wherever possible, as quickly as possible, through our D2A Step-down therapy led service. The "Self-Neglect Pathway" enables more people home quickly where hoarding is an issue preventing them returning safely to their own home. There is an ongoing review of reablement and Intermediate Care across Berkshire West to support timely discharge. The use of Technology Enabled Care (TEC) has been very successful in Reading, and work in this area to further develop the TEC available, offering a 12-week free TEC service to people. Numbers of people using TEC continues to increase significantly and we expect this to be a key factor in enabling people to return home and remain safe in that environment. The Hospital Discharge Team at the Local Authority is working with the Lead Flow Coordinator and the Wards to improve awareness and compliance with agreed protocols to support an increase in the number of people who return to their usual place of residence.

8.4 Residential Admissions

		2022-23 Actual	2023-24 Plan	2023-24 estimated	2024-25 Plan
Long-term support needs of older people (age 65 and over) met by admission to residential and nursing care homes, per 100,000 population	Annual Rate	398.1	432.8	566.3	561.6
	Numerator	84	94	123	124
	Denominator	21,100	21,719	21,719	22,081

<p>Rationale for how the ambition for 2024-25 was set. Include how learning and performance to date in 2023-24 has been taken into account, impact of demographic and other demand drivers. Please also describe how the ambition represents a stretching target for the area.</p>	<p>Please describe your plan for achieving the ambition you have set, and how BCF funded services support this.</p>
<p>We had a 31% increase in permanent admissions compared to the plan with over 66% of those admissions being into Dementia Care beds. We have taken our actuals for 2023/24, applied the population increase percentage of 2% from 2023/24 to 2024/25, and then applied a 1% reduction to reach the target for 2024/25, which will be challenging given the rising population of over 65s.</p>	<p>The Local Authority continues to work with the Acute, Ageing Well, Primary Care, and Voluntary & Community Sector partners to ensure people can remain well in their own homes for as long as possible. We do this through the support of community nursing, virtual wards, provision of Technology Enabled Care (TEC) equipment, therapy led assessments, minor works and adaptations through the use of the DFG. The complexity of cases being discharged from hospital and referred from the community has increased significantly, coupled with an increase in our over 65 population. We have implemented a 12 Week TEC (free) programme, which recipients (if self-funders) can choose to maintain after the 12 weeks if they find this beneficial.</p>

Better Care Fund 2024-25 Update Template
8. Confirmation of Planning Requirements

Selected Health and Wellbeing Board:

Reading

	Code	2023-25 Planning Requirement	Key considerations for meeting the planning requirement These are the Key Lines of Enquiry (KLOEs) underpinning the Planning Requirements (PR) to be confirmed for 2024-25 plan updates	Confirmed through	Please confirm whether your BCF plan meets the Planning Requirement?	Please note any supporting documents referred to and relevant page numbers to assist the assurers	Where the Planning requirement is not met, please note the actions in place towards meeting the requirement	Where the Planning requirement is not met, please note the anticipated timeframe for meeting it
NC1: Jointly agreed plan	PR1	A jointly developed and agreed plan that all parties sign up to	Has a plan; jointly developed and agreed between all partners from ICB(s) in accordance with ICB governance rules, and the LA; been submitted? <i>Paragraph 11</i> Has the HWB approved the plan/delegated (in line with the Health and Wellbeing Board's formal governance arrangements) approval? * <i>Paragraph 11 as stated in BCF Planning Requirements 2023-25</i> Have local partners, including providers, VCS representatives and local authority service leads (including housing and DFG leads) been involved in the development of the plan? <i>Paragraph 11</i> Have all elements of the Planning template been completed? <i>Paragraph 11</i>	Coversheet Coversheet Coversheet Coversheet	Yes			
	Not covered in plan update -	A clear narrative for the integration of health, social care and housing	Not covered in plan update					
	PR3	A strategic, joined up plan for Disabled Facilities Grant (DFG) spending	Is there confirmation that use of DFG has been agreed with housing authorities? In two tier areas, has: - Agreement been reached on the amount of DFG funding to be passed to district councils to cover statutory DFG? or - The funding been passed in its entirety to district councils?	Coversheet Planning Requirements	Yes			
NC2: Implementing BCF Policy Objective 1: Enabling people to stay well, safe and independent at home for longer	PR4 & PR6	A demonstration of how the services the area commissions will support the BCF policy objectives to: - Support people to remain independent for longer, and where possible support them to remain in their own home - Deliver the right care in the right place at the right time?	Has the plan (including narratives, expenditure plan and intermediate care capacity and demand template set out actions to ensure that services are available to support people to remain safe and well at home by avoiding admission to hospital or long-term residential care and to be discharged from hospital to an appropriate service? Has the area described how shared data has been used to understand demand and capacity for different types of intermediate care? Have gaps and issues in current provision been identified? Does the plan describe any changes to commissioned intermediate care to address these gaps and issues? Does the plan set out how demand and capacity assumptions have been agreed between local authority, trusts and ICB and reflected these changes in UEC demand, capacity and flow estimates in NHS activity operational plans and BCF capacity and demand plans? Does the HWB show that analysis of demand and capacity secured during 2023-24 has been considered when calculating their capacity and demand assumptions?		Yes			
Additional discharge funding	PR5	A strategic, joined up plan for use of the Additional Discharge Fund	Have all partners agreed on how all of the additional discharge funding will be allocated to achieve the greatest impact in terms of reducing delayed discharges? Does this plan contribute to addressing local performance issues and gaps identified in the areas capacity and demand plan? Does the plan take into account learning from the impact of previous years of ADF funding and the national evaluation of 2022/23 funding?		Yes			
NC3: Implementing BCF Policy Objective 2:	PR6	A demonstration of how the services the area commissions will support	PR 4 and PR6 are dealt with together (see above)					

Complete:

Yes

NC4: Maintaining NHS's contribution to adult social care and investment in NHS commissioned out of hospital services	PR7	A demonstration of how the area will maintain the level of spending on social care services and NHS commissioned out of hospital services from the NHS minimum contribution to the fund in line with the uplift to the overall contribution	<p>Does the total spend from the NHS minimum contribution on social care match or exceed the minimum required contribution?</p> <p>Does the total spend from the NHS minimum contribution on NHS commissioned out of hospital services match or exceed the minimum required contribution?</p>		Yes			
Agreed expenditure plan for all elements of the BCF	PR8	Is there a confirmation that the components of the Better Care Fund pool that are earmarked for a purpose are being planned to be used for that purpose?	<p>Do expenditure plans for each element of the BCF pool match the funding inputs?</p> <p>Where there have been significant changes to planned expenditure, does the plan continue to support the BCF objectives?</p> <p>Has the area included estimated amounts of activity that will be delivered/funded through BCF funded schemes? (where applicable)</p> <p>Has the area indicated the percentage of overall spend, where appropriate, that constitutes BCF spend?</p> <p>Is there confirmation that the use of grant funding is in line with the relevant grant conditions?</p> <p>Has the Integrated Care Board confirmed distribution of its allocation of Additional Discharge Fund to individual HWBs in its area?</p> <p>Has funding for the following from the NHS contribution been identified for the area:</p> <ul style="list-style-type: none"> - Implementation of Care Act duties? - Funding dedicated to carer-specific support? - Reablement? Paragraph 12 		Yes			
Metrics	PR9	Does the plan set stretching metrics and are there clear and ambitious plans for delivering these?	<p>Is there a clear narrative for each metric setting out:</p> <ul style="list-style-type: none"> - supporting rationales that describes how these ambitions are stretching in the context of current performance? - plans for achieving these ambitions, and - how BCF funded services will support this? 		Yes			

Yes
Yes
Yes

SCHEDULE 7 – POLICIES FOR THE MANAGEMENT OF CONFLICTS OF INTEREST

SCHEDULE 7 - PART 1: CHANGE CONTROL

1. GENERAL PRINCIPLES

- 1.1 Where either the ICB or the Council sees a need to change this Agreement, they may at any time request, such Change only in accordance with the Change Control Procedure set out in paragraph 2 of this Schedule 7 – Part 1.
- 1.2 Until such time as a Change is made in accordance with the Change Control Procedure, the ICB and the Council shall, unless otherwise agreed in writing, continue to perform this Agreement in compliance with its terms before such Change.
- 1.3 Any discussions which may take place between the Partners in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either Partner.
- 1.4 Any work undertaken by a Partner's personnel which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions of this Schedule 7-Part 1, shall be undertaken entirely at the expense and liability of the Partner concerned.

2. PROCEDURE

- 2.1 Discussion between the Partners concerning a Change shall result in any one of the following:
 - (a) no further action being taken; or
 - (b) a request to change this Agreement by the ICB;
 - (c) a request to change this Agreement by the Council.
- 2.2 Where a written request for an amendment is received from one Partner, that Partner shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Director of Community & Adult Social Care Service (DCASC), Reading Borough Council and the Executive Director for Berkshire West Place, Buckinghamshire, Oxfordshire and Berkshire West Integrated Care Board (ICB) to the other Partner within three weeks of the date of the request.
- 2.3 Each Change Control Note shall contain:
 - (a) the title of the Change;
 - (b) the originator and date of the request or recommendation for the Change;
 - (c) the reason for the Change;
 - (d) full details of the Change, including any specifications;
 - (e) the price, if any of the change;
 - (f) a timetable for implementation, together with any proposals for acceptance of the Change;

- (g) a schedule of payments if appropriate;
- (h) details of the likely impact, if any, of the Change on other aspects of this agreement including;
 - (i) the timetable for the provision of the Change;
 - (ii) the personnel to be provided;
 - (iii) the Charges;
 - (iv) the documentation to be provided;
 - (v) the training to be provided;
 - (vi) working arrangements;
 - (vii) other contractual issues;
- (i) the date of expiry of validity of the Change Control Note; and
- (j) provision for signature by the ICB and the Council.

2.4 For each Change Control Note submitted by the Partners, within the period of the validity of the Change Control Note the Partners will:

- (a) allocate a sequential number to the Change Control Note; and
- (b) evaluate the Change Control Note and, as appropriate
 - (i) request further information;
 - (ii) arrange for two copies of the Change Control Note to be signed by or on behalf of the Partners; or
 - (iii) notify the Contractor of the rejection of the Change Control Note.

2.5 A Change Control Note signed by the Partners shall constitute an amendment to this Agreement.

SCHEDULE 7 - PART 2A: POLICY FOR THE MANAGEMENT OF CONFLICTS OF INTEREST (READING BOROUGH COUNCIL)



POLICY FOR THE MANAGEMENT OF CONFLICTS OF INTEREST

The Partners agree to comply with the Policies of each organisation (as amended from time to time). In the event of a conflict those of the designated Host Authority shall prevail. A copy of the Host Authority's Standards of Business Conduct Policy is attached hereto.

Reading Borough Council Code of Conduct

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SECTION 1: PURPOSE, SCOPE AND PRINCIPLES

PURPOSE

- To meet requirements specified by the National Conditions of Service for all employee groups
- To specify and explain the standards the Council has set, therefore protecting employees from misunderstanding or criticism.
- To help employees maintain fully acceptable standards of conduct set by the Council.
- To ensure that the Council maintains a deserved reputation for the high standards of its activities and the integrity of its employees at all levels.

WHO IS COVERED BY THE CODE OF CONDUCT?

- The Code of Conduct applies to all those working for Reading Borough Council, including those on permanent, temporary or part-time contracts, job sharers, and employees on non-standard terms of employment. Relevant parts of the Code should be included in the specifications for consultants and contractors, and drawn to the attention of voluntary workers on Council projects.
- Some employees may already have specific requirements relating to conduct included in their contracts or standard conditions of employment. Where contract conditions and requirements of individual contracts are more specific, due to the nature of the work, they will override the provisions of this Code.

In addition:

- a) The Code may be supplemented within services/directorates by specific provisions or requirements, for example, a professional Code of Conduct. Where this is the case, proposed codes and rules should follow proper process by consulting through the Directorate Joint Forum.
- b) Individual services and professions may have their own Codes of Conduct and/or ethics. Where this is the case, they complement, rather than replace, this Code of Conduct.
- c) References to “the Council” throughout this document mean Reading Borough Council.
- d) This Code has been agreed between the Council and recognised trades unions.

PRINCIPLES

This Code is based on and consistent with the following seven Principles which are set out in Section 28 of the Localism Act 2011, and which were originally set out by the Nolan Committee on Standards in Public Life:

a) **Selflessness**

Holders of public office should act solely in terms of the public interest. They should not do so in order to gain financial or other material benefits.

b) **Integrity**

Holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might seek to influence them in the performance of their official duties.

c) **Objectivity**

In carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office should make choices on merit.

d) **Accountability**

Holders of public office are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.

e) **Openness**

Holders of public office should be as open as possible about all the decisions and actions that they take. They should give reasons for their decisions and restrict information only when the wider public interest clearly demands.

f) **Honesty**

Holders of public office have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.

g) **Leadership**

Holders of public office should promote and support these principles by leadership and example.

The various sections in [section 2](#) of this document set out how the general principles are applied to different aspects of conduct. **The Code cannot describe every possible circumstance that may occur.**

Employees and managers need to exercise good sense and judgement in deciding whether specific situations fall within the Code or not. For employees, a key guideline is:

**WHEN IN DOUBT AS TO WHETHER THE CODE APPLIES – ASK YOUR
MANAGER**

SECTION 2: CODE OF CONDUCT FOR EMPLOYEES

1. Conduct during working hours

You have a responsibility to act in accordance with the Council's equal opportunities policies, statutory guidance and best practice. Service decisions and activities must not favour one person or section of the community on any grounds which would be in contravention of equal opportunity principles.

All forms of unlawful discrimination, victimisation, bullying and harassment, in any form, is unacceptable and will not be tolerated. Allegations will be investigated and dealt with under the [Council's appropriate procedure](#), where necessary.

2. Political Neutrality

You serve the Council as a whole. This means that all Councillors are served equally, irrespective of their political group or affiliation and you must ensure that the individual rights of all Councillors are respected.

You must not allow your own personal or political opinions to interfere with your work or influence the advice you give to Councillors, the public or other staff.

If your job involves you giving advice to political groups, you must do so in ways which do not compromise your political neutrality.

If your post is designated a "politically restricted post" under the provisions of the Local Government & Housing Act 1989, certain additional rules will apply to you and you should have been informed of these rules when you are appointed. It is your responsibility to acquaint yourself with the rules, if they apply to you.

If your post becomes politically restricted during the course of your employment, then you will be notified.

Posts affected by these rules (politically restricted posts) fall into the following categories:

- a) Certain specified posts, such as the Head of the Paid Service, the Monitoring Officer and all Chief Officers and their Deputies
- b) Posts that, by the nature of the work involved, are deemed to be "sensitive". For example:
 - (i) posts where the employee regularly advises members, committees or sub-committees or any joint committee on which the authority are represented, and
 - (ii) posts where the employee regularly speaks on behalf of the authority to journalists and broadcasters.

Exemptions to this Act (i.e. not politically restricted) are:

- (i) posts reporting directly to the Chief Executive where the duties of the postholder are solely secretarial or clerical.
- (ii) Head Teachers, Principals of schools or colleges, or other educational establishments maintained/assisted by the local LEA. Any person holding the post of Teacher or Lecturer in any such educational establishment will not be politically restricted.

If you are unsure if your post falls within the politically restricted categories, or whether your post is exempt from the political restrictions, you should speak to your manager or the Head of Legal & Democratic Services.

3. Personal Relationships

Personal relationships may develop with colleagues, Councillors, contractors, customers and clients. You should not allow a personal relationship to place you in a position where you are unable to carry out the

duties of your job in a proper and impartial manner. Certain Directorates have particular rules regarding personal relationships (eg, [see these guidelines](#)), and you should ensure that you abide by these.

You should inform your manager if you have, or develop, a close personal relationship with another employee which could be considered, by colleagues or others, to have an impact on how you conduct yourself at work. The information will be treated with confidentiality.

You must maintain a professional working relationship with colleagues, Councillors, contractors, customers and clients.

Elected Councillors are subject to their own statutory Code of Conduct which addresses relationships between Councillors and employees. ①⁴

4. Recruitment

If a relative or close personal friend is a candidate for a post that you are involved in the recruitment for, you must discuss this with your manager. It may be appropriate for you to withdraw from the process, if your manager considers this appropriate and it is practicable for you to do so.

You must apply the Council's Recruitment and Selection policy and ensure fairness is applied at all stages.

5. Use of Information

The law requires that certain types of information must be available to members, auditors, government departments, service users and the public. Your manager must identify, and make you aware of this information at induction, including outlining when additional information is relevant.

Information you gather while working for the Council must not be used for personal or commercial gain, or be otherwise misused.

You must not destroy, alter or falsify any document or record, whether for personal gain or to cover up, mislead or deceive other people.

You must comply with the Council's Data Protection policy.

You must not pass on information to anyone not entitled to receive it, nor post it on any public forum or any social media platform.

You must comply with the Council's Social Media policy.

You must not pass on to the public or press, information from any Committee or meeting, from which they have been excluded.

You must not deal directly with the press or media, or make any public statement, unless you have been authorised to act as an official spokesperson.

6. Confidentiality

You may be subject to "restrictive covenants", which are intended to protect the Council's confidential information, which restrict you from disclosing or using such information during and after leaving employment.

7. Hospitality

⁴ (① The Local Government and Housing Act 1989 has given statutory status to the National Code of Local Government Conduct (for the guidance of councillors of local authorities)).

In certain circumstances, receiving hospitality may be acceptable. Where that is the case, you must discuss it with your manager and the details – the type of hospitality offered and the person/organisation offering it - should be recorded in a register maintained by your directorate.

Examples of generally acceptable hospitality are:

- (i) Invitations to attend events where you represent the Council
- (ii) Hospitality offered by other public sector organisations or recognised civic or government bodies that have links with the Council
- (iii) A working lunch or other meal which allows the work or discussion to continue during the course of the day
- (iv) An event where the Council should be seen to be represented.
- (v) Hospitality to mark the completion of a transaction or piece of work provided it has been successfully concluded and the nature of the hospitality is reasonable
- (vi) Where the Council is a regular client of an organisation or firm and the hospitality is being offered to a number of clients in the ordinary course of the business.

Examples of hospitality which should be declined include:

- (i) Offers of hotel accommodation or other form of holiday
- (ii) Free use of other forms of leisure, sports or entertainment facilities or equipment

8. Gifts

If you are offered a gift you should consider whether it is one of “low” value (£25 as at 2017). You must use common sense and tell your manager, who should decide if the gift is acceptable or should be declined. It must be recorded in a register maintained by your directorate.

Examples of generally acceptable gifts:

- (i) Small gifts that have been sent or given as an advertisement for a particular firm, for example, appropriate items for use in the office
- (ii) Small gifts such as a bottle of wine or a box of chocolates that have been given at the end of work on a project. These gifts should be made generally available to those who have worked on the project
- (iii) Christmas boxes – in a number of jobs, for example, refuse collection, it has been traditional for members of the public to give the team concerned gifts with varying financial values. As a normal and well-established practice, acceptance of the Christmas gift, on behalf of the team concerned, is acceptable, provided:
 - The gift is not solicited or requested either directly or indirectly
 - There is no suggestion that decisions concerning the service, or the quality of the service provided will change in any way
 - Any gift that is of such a value that falls outside a normal range is notified to your manager

Gifts should be declined if it is from anyone who is, or may be in the foreseeable future, tendering for any contract with the Council, seeking planning permission, seeking employment or in dispute with the Council.

9. Bribery & Corruption

The Bribery Act 2010 makes it an offence to seek, accept or agree to accept a financial or other advantage as an inducement or reward to perform a function improperly. In simple terms, for public employees, agency and contracted staff it is a crime to seek or accept a financial or other advantage in return for making a decision, granting an award or performing any other public function, regardless of what decision is made. The maximum sentence for a bribery offence is 10 years imprisonment.

The Bribery Act 2010 also makes it an offence for employees to offer or pay bribes and both the individual and the organisation may be prosecuted.

The Local Government Act 1972 makes it an offence for employees to accept any fee or reward (including gifts) for their employment other than their proper pay, and on conviction employees are liable to be fined.

10. Dressing Appropriately

- a) You are expected to dress appropriately for the role for which you are employed. You must be mindful of the impact your appearance will have on the client/customer relationship.
- b) If you are required to wear a uniform you must conform to that requirement.
- c) You are required to comply with any Health & Safety clothing requirements.
- d) If you have personal, cultural or religious objections to these requirements, you should discuss them with your Head of Service who will consider each case on its merits and take appropriate action.

11. Use of Council property, facilities and equipment

- e) Be mindful that you are using Council assets, not your own personal property
- f) You may make phone calls within reason and within your own time
- g) You may access the Council's internet connection for personal use, but only within your own time and as stated in the Council's ICT rules
- h) Council vehicles must be used for authorised purposes only
- i) You must return any Council property if you stop working for the Council

12. Using the services of people who deal with the Council

You are not prohibited from personally obtaining goods and services from organisations that deal with the Council. However, you must make sure that you are not being offered preferential rates in an attempt to influence the Council to use that organisation. As far as possible, make sure that the price you are quoted is a competitive one.

If you are authorised to award or recommend the award of contracts to an individual or an organisation, you should try to avoid using that individual or organisation for the purchase of goods or services for yourself, unless it can be demonstrated that there was little or no alternative. This should be declared to your manager if this happens.

This does not affect the purchase of goods or services at discount rates negotiated through a scheme endorsed by the Council or a Trades Union.

13. Conduct outside working hours

In general, what you do outside work is your own concern. However, you must avoid doing anything which may result in damaging the Council's reputation. Some actions, including serious misconduct or criminal offences can lead to disciplinary action and may lead to dismissal.

Remember that if you are expected to wear a uniform as part of your job, and wear it outside working hours, you can be identified as a Council employee and you must act appropriately while wearing the uniform.

For certain professions, if it is considered that you have brought the profession into disrepute, you may be struck off the professional register and no longer able to practise.

14. Employment outside the Council

If you take on, or consider taking on, paid or unpaid work in addition to your work at the Council, you must be certain that it does not have an adverse effect on your work for the Council and does not conflict with the interests of the Council.

You must declare any personal interest or activities that may be perceived by others as being potentially in conflict with the Council's interests.

You should bring this to the attention of your manager to check that it is acceptable for you to do it. In particular, you must ensure that you comply with the following conditions:

- (i) You must not undertake private work or business (including private work for your line manager) during your Council working hours, on Council premises or using Council equipment.
- (ii) You must not take on work that will adversely affect the way in which you perform your duties for the Council. You must consider the Working Time Regulations.
- (iii) You should take care when undertaking paid or unpaid private work that involves official contact with the Council (for example, work for relatives or friends that needs planning permission). You must discuss this with your manager.
- (iv) You must not undertake paid or unpaid private work for any person or organisation if you allocate business to them as part of your duties at the Council, or if you are in a position to award contracts or commission work, or influence the awarding of contracts or commissioning of work, or grant approval or permission.
- (v) You must not be involved in awarding, monitoring or managing contracts in which partners, spouses, relative or friends are employed.
- (vi) If you are invited to speak at a conference, in your position as an officer of the Council, your fees for this would normally be paid to the Council.

There may be situations where it may be appropriate to carry out some form of **unpaid** "outside work", academic research or other task in the workplace. Generally this would only be appropriate out of work time (e.g. during lunch breaks or outside normal work hours) and in no way for personal gain.

15. Personal Interests

It is accepted that you will have outside interests and will support, or belong to, different groups or organisations, whether this is paid or unpaid. You should declare to your manager your involvement or interest (financial and non-financial interests) **if and when** your outside activities, or the activities of the group you belong to, could conflict with the Council's interests or Council policy, or with your duties and responsibilities as an employee.

You should declare to the Council's Monitoring Officer (Head of Legal & Democratic Services) membership of any organisation not open to the public without formal membership and commitment of allegiance and which has secrecy about rules or membership or conduct (for example, Freemasons). The Monitoring Officer will keep a confidential record of such declarations.

16. Breach of the code

Failure to comply with the Code of Conduct could lead to criticism of the Council or you. In such cases, the Council's Disciplinary Procedure would apply.

If you have any concerns about the application of any part of this code to your own circumstances you should discuss it, as soon as possible, with your manager.

FOR OFFICE USE

Further action by employee required?

YES

NO

Action required by & notified to employee:

Signed

Position

Date:

Declarations must be made on the proforma. It should be completed and returned to the employee's managers. The form will be handled in confidence. One copy will be held on the employee's HR file, one copy retained for the directorate register and one copy sent to the Council's Monitoring Officer.

Signed: _____

Date: _____

FOR OFFICE USE

Request approved?

YES

NO

If refused, reason for refusal:

Signed

Position

Date:

The request must be made on the proforma. It should be completed and returned to the employee's manager. The form will be handled in confidence. One copy will be held on the employee's HR file and one copy will be held for the directorate register.

The rules relating to outside working are set out in [Section 14](#) of the Council's Code of Conduct.



Buckinghamshire, Oxfordshire, and Berkshire West Integrated Care Board (BOB ICB)

Standards of Business Conduct Policy for Decision-Makers

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1. Aims and Objectives

This policy sets out the additional considerations and requirements that bear on decision-making staff. It must be read in conjunction with the ICB's conflict of Interest policy.

A certain category of ICB staff - decision-making staff - are subject to requirements additional to those set out in the Policy on conduct and managing conflicts of interest due to the nature of their role.

Decision-making staff are more likely to have influence on the use of taxpayers' money and concerned by the Bribery Act 2010 which makes it an offence to engage in bribery, ignore or prevent bribery.

2. Scope of this policy

This policy applies to decision-making staff who are identified as

- Executive Directors
- Non-Executive Directors
- Members of the Senior Management Team
- All Budget Holders
- All staff under the ICB's Operational Scheme of Delegation who authorise or influence the procurement (or disposal) of goods or services.

3. Declaring interests

3.1 Nil Return:

In addition to the general requirement to identify and declare interests, decision Making Staff are required to pro-actively confirm a nil return annually.

3.2 Register of Interests:

The ICB will maintain a Register of Interests for all declared interests from:

- Members of the Board and its committees and sub-committees
- All ICB employees

The Register of Interests is a public document available to the public on request under the Freedom of Information Act and is posted on the ICB's website. Annex I: Standards of Business Conduct Policy

4. Other interests

Certain other interests require reporting and registering by decision making staff but not staff in general.

Guidance Table

Decision-makers	Description of interest	Course of action
Directorships and/or Ownership Interests	Directorship or any remunerated role held in any company of any legal construct. Shareholding giving a controlling interest in any company of any legal construct. Any role in a not-for-profit company, business, partnership, or consultancy which is doing, or might be reasonably expected to do, business with their organisation	Declare Must provide description of the nature of the shareholding (and dates) Value or quantity of shareholding must be provided if controlling interest is present.
Shareholdings & Ownership interests	Shareholdings in publicly listed, private or not-for-profit company, business, partnership or consultancy doing, or might be reasonably expected to do, business with the organisation.	Declare Must provide description of the nature of the shareholding (and dates) Value or quantity of shareholding not required.
	Shares or securities held in collective investment or pension funds or units of authorised unit trusts.	No need to declare
Loyalty Interests	Positions of authority and membership of groups in other NHS, commercial, professional, VCSE or body that could be seen as influencing NHS role	Declare
	Involvement with recruitment, management or business interests of close family members and relatives, close friends and associates, and business partners	Declare

5. Management of Interests – Decision Making Committees and Groups

5.1 Definition

A Decision-Making Committee or Group is defined as:

- Any committee or group which is identified on the ICB’s committee structure, and which has formal terms of reference
- Any working group, steering group or collective group by any name which is established by a committee or group as defined above

5.2 Principles and Practices:

Decision Making Committees and Groups must adopt the following principles and practices. They are also set out in Section 2 of the Conflicts of Interest policy (COIP)

	Description of rules
Declaration of Interests on Agenda	Have it as a standing agenda item for all meetings listed immediately after any special announcements, welcomes/ apologies for absence and before items of formal business
Members take personal responsibility for declaring material interests	In advance of a meeting and on receipt of the agenda or At the beginning of each meeting or During the meeting should any unforeseen conflicts of interest arise
Record interests identified and declared	Must be recorded in the minutes / notes of the meeting (Section 5.3 of COIP) If deemed material by the Chair a declaration must be made for inclusion in the ICB’s register of interests
Manage risks from conflicts of interest proportionately	Use good judgement to decide amongst options for managing conflicts of interest set out in S4.3 of COIP, Strike the right balance between exclusion of members with interest and the impact on the quality of decision-making
Manage Chair’s interests	Adhere to procedure set out for dealing with situations where Chair and Vice Chair are conflicted
Procurement transparency	Procurement should be managed in an open and transparent manner Records showing a clear audit trail of how conflicts of interests have been identified and managed to be kept

SCHEDULE 8 – INFORMATION GOVERNANCE PROTOCOL

1. The Partners agree to comply with the Information Governance Policies of each organisation (as amended from time to time).
2. In the event of a conflict those of the designated Host Authority shall prevail.

SCHEDULE 9 – FUNCTIONS

The NHS functions are:

- (a) The functions of arranging for the provision of services under sections 3, 3A and 3B of, and paragraphs 9 to 11 of Schedule 1, to the 2006 Act, including rehabilitation services and services intended to avoid admission to hospital but excluding surgery, radiotherapy, termination of pregnancies, endoscopy, the use of Class 4 laser treatments and other invasive treatments and emergency ambulance services
- (aa) The functions of providing the services referred to in paragraph (a), pursuant to arrangements made by the Integrated Care Board
- (b) The functions of arranging for the provision of services under section 117 of the *Mental Health Act 1983*
- (ba) The functions of providing services referred to in paragraph (b) pursuant to arrangements made by the Integrated Care Board
- (bb) The functions of making direct payments under:
 - (i) Section 12A(1) of the *National Health Service Act 2006* (direct payments for health care)
 - (ii) The National Health Service (Direct Payments) Regulations 2013
- (bc) The function of arranging the provision of Healthy Start vitamins under regulation 8A of the Healthy Start Scheme and Welfare Foods (Amendment) Regulations 2005
- (c) The functions under Schedule A1 of the Mental Capacity Act 2005

The Health Related Functions are:

- (a) Subject to sub paragraph (k), the functions specified in the Schedule 1 to the Local Authority Social Services Act 1970 except for functions under:
 - iv) Sections 22, 23(3), 26(2) to (4), 43, 45 and 49 of the 1948 Act
 - ii) Section 6 of the Local Authority Social Services Act 1970
 - iii) Sections 1 and 2 of section 3 of the *Adoption and Children Act 2002*
 - iv) Sections 114 and 115 of the *Mental Health Act 1983*
 - iva) Subject to sub-paragraph (1), section 17 of the 1983 Act
 - vi) Parts VII to IX and section 86 of the Children Act 1989
- (a) The function of providing Healthy Start vitamins under regulation 8A of the Healthy Start Scheme and Welfare Foods (Amendment) Regulations 2005
- (b) The functions under sections 7 or 8 of the *Disabled Persons (Services, Consultation and Representation) Act 1986*
- (c) The functions of providing or securing provision of recreational facilities under section 19 of the *Local Government (Miscellaneous Provisions) Act 1976*
- (d) The functions of local authorities under the Education Acts as defined in section 578 of the *Education Act 1996*
- (e) The functions of local housing authorities under Part I of the *Housing Grants, Construction and Regeneration Act 1996* and under Parts VI and VII of the *Housing Act 1996*
- (f) The functions of local authorities under section 126 of the *Housing Grants, Construction and Regeneration Act 1996*
- (g) The functions of waste collection or waste disposal under the *Environmental Protection Act 1990*
- (h) The functions of providing environmental health services under sections 180 and 181 of the *Local Government Act 1972*

- (i) The functions of local highway authorities under the *Highways Act 1980* and section 39 of the *Road Traffic Act 1988*
- (j) The functions under section 63 (passenger transport) and section 93 (travel concession schemes) of the *Transport Act 1985*
- (k) Where partners enter into arrangements under regulation 7(1) or 8(1) in respect of the provision of accommodation under sections 21 or 26 of the 1948 Act, the function of charging for that accommodation under section 22, 23(2) or 26 of that Act or
- (l) Where partners enter into arrangements under regulation 7(1) or 8(1) in respect of the provision of a service under any enactment mentioned in section 17(2)(a) to (c) of the 1983 Act, the function of charging for that service under that section
- (m) The functions of local authorities under or by virtue of sections 2B or 6C(1) of, or Schedule 1 to, the 2006 Act.