

DATED \_\_\_\_\_

**BRIDGEND COUNTY BOROUGH COUNCIL**

**and**

**MERTHYR TYDFIL COUNTY BOROUGH COUNCIL**

**and**

**RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL**

**and**

**CWM TAF MORGANNWG UNIVERSITY HEALTH BOARD**

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**REGIONAL PARTNERSHIP AGREEMENT**

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**for**

**THE PROVISION OF INTEGRATED HEALTH AND SOCIAL CARE SUPPORT FOR  
OLDER PEOPLE AND PEOPLE LIVING WITH FRAILTY AND THEIR CARERS IN THE  
CWM TAF MORGANNWG REGION**

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**THIS AGREEMENT is made the**  
**BETWEEN**

- (1) **BRIDGEND COUNTY BOROUGH COUNCIL** of Civic Offices, Angel Street, Bridgend CF31 4WB, ("Bridgend"),
- (2) **MERTHYR TYDFIL COUNTY BOROUGH COUNCIL** of Civic Centre, Castle Street, Merthyr Tydfil CF47 8AN ("Merthyr Tydfil"),
- (3) **RHONDDA CYNON TAFF COUNTY BOROUGH COUNCIL** of 2 Llys Cadwyn, Taff Street, Pontypridd, CF374TH ("RCT") (together "the Councils") and
- (4) **CWM TAF MORGANNWG UNIVERSITY HEALTH BOARD** of Ynysmeurig House Navigation Park Abercynon CF45 4SN (the "UHB").

(collectively referred to as "the Partners").

**WHEREAS:**

- A This Agreement covers arrangements to plan and arrange provision for adult and older people's services and is made pursuant to the powers conferred to the parties by Section 33 of the NHS (Wales) Act 2006 (the '2006 Act') and Part 9 of the Social Services and Well-being (Wales) Act 2014 (the "SSWBA") (together hereinafter referred to as the 'Acts') and the Regulations.
- B This Agreement provides for the establishment and management of integrated arrangements and, where specified allocated or Pooled Funding arrangements between the UHB and the Councils where one Partner will from time to time be the Host Partner for a Service.
- C For the purpose of the implementation of the Partnership Arrangements under this Agreement:
  - 1) The UHB has agreed that the Councils may, in conjunction with exercising their Local Authority Functions, exercise the UHB Functions in relation to the Services and;
  - 2) The Councils have agreed that the UHB may, in conjunction with exercising its Local Health Board Functions, exercise the Councils' Local Authority Functions in relation to the Services.
- D Where the UHB and the Councils arrange Services pursuant to this Agreement they shall be set out according to the Schedules and the terms herein.
- E The Partners shall carry out consultation on the proposals for any Service with those persons, user groups, staff and statutory and non-statutory providers, who appear to them to be affected by the arrangement.
- F The Partners have agreed to enter into this Agreement to fulfil the requirements of the Acts, the Regulations and Guidance and to record their respective rights and obligations under the Partnership Arrangements and the terms on which the Partnership Arrangements will be exercised and the Service will be delivered.

- G The Partners wish to improve the effectiveness of the Services and support delivered by them through the Partnership Arrangement.
- H It is intended that this Agreement be varied and supplemented as necessary, through the inclusion of additional Schedules as the Partnership Arrangements develop over time.

## **1 DEFINITIONS AND INTERPRETATIONS**

- 1.1 It is agreed that in this Agreement, except where the context otherwise requires, the following expressions shall have the meanings respectively ascribed to them:

“Acts”	Means the National Health Service (Wales) Act 2006 and the Social Services and Well-being (Wales) Act 2014 (SSWBWA).
“2000 Regulations”	Means the Local Authorities Partnership Arrangements (Wales) Regulations 2000 S.I. No. 2993 (W 193) as amended, varied or replaced from time to time.
“Agreement”	Means this Regional Partnership Agreement and any variation of it from time to time agreed between the Partners.
“Allocated Funds”	Means the joint fund or joint funds of monies allocated by the Partners from time to time being shared contributions/budgets from the Partners for the purpose of securing the Services in the Localities pursuant to this Agreement.
“Allocated Funds Manager”	Means the person determined from time to time under Clause 7.7 and who has been identified in the particular Schedules for a Service included in this Agreement.
“Authorised Officers”	Means the persons notified in writing from time to time by each of the Partners to the other from time to time as authorised to act on behalf of that Partner in that capacity (which person shall until further notice be for the Council its Head of Paid Service and for the UHB its Chief Executive).
“Budget”	Means the budget for a Service as set out in or ascertained in accordance with the relevant Schedule.
“Commencement Date”	Means 1 October 2025.
“Data Protection Legislation”	Shall include but not limited to: “Data Protection Legislation” all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
“Directions”	Means such statutory directions in respect of Services as the Partners must follow.
“Eligibility Criteria Threshold”	Means the four criteria as derived from the Welsh Government’s Guidance on “Fair Access to Care” as set out in “Creating a Unified and Fair System for Assessing and Managing Care”, April 2002 and these being critical, substantial, moderate and low.

“Financial Year”	Means the financial year from 1st April in any year to 31st March in the following calendar year.
“Functions”	Means the Health Board Functions and the Local Authority Functions which may be carried out (in whole or part) by a Partner for any Service approved by the Partners and which are reproduced in Schedules to this Agreement.
“Guidance”	Means the statutory guidance issued by the Welsh Government;
“Host Partner”	Means the Partner responsible for any Allocated Funds within a Service included in this Agreement.
“Integrated Leadership Board”	The partnership board that reports into the Cwm Taf Morgannwg Regional Partnership, responsible for ensuring completion actions agreed at the Regional Partnership.
“Joint Partnership Board”	A group of Health Board, Local Authority and Third Sector executive officers that provides oversight of integrated services in each County area.
“Law”	Means:  (a) any Act of Parliament, Act or Measure of the Welsh Ministers or any other statute, proclamation, order, regulation, legislation (whether primary or subordinate) or other law which applies to the performance of this Agreement or to the provision of the Services;  (b) any applicable judgment of a relevant court of law which is a binding precedent,  in each case in force from time to time in Wales.
“Locality”	An area co-terminus with County Borough Council boundaries.
“Local Authority Functions”	Means those functions set out in either regulation 6 of the National Health Service Bodies and Local Authorities Partnership Arrangements (Wales) Regulations 2000 or Schedule 1 of the SSWBA Regulations which may be carried out (in whole or part) by the Partners for any Services and which are reproduced in the applicable Schedule for ease of reference.
“Local Health Board Functions”	Means those functions set out in regulation 5 of the National Health Service Bodies and Local Authorities Partnership Arrangements (Wales) Regulations 2000 which may be carried out (in whole or part) by the Partners for any Services and which are reproduced in the applicable Schedule for ease of reference.
“Operational Management Board”	A board of local authority and health board executives which report into a Joint Partnership Board, responsible for driving the operational delivery of integrated Services in the relevant locality.
“Partner(s)”	Means the Councils and the UHB, and the term “Partner” shall mean any of them;
“Partnership Agreements”	means the arrangements as set out in this Agreement concerning the planning, or arranging of Services as detailed in the Schedules and in accordance with the Acts, Regulations and Guidance and any Service;

“Pooled Fund”	Means a fund established and maintained by a local authority or a Local Health Board, out of which the payments may be made towards the expenditure incurred for the purpose of, or in connection with, partnership arrangements.
“Regional Partnership Board”	Means a statutory board set up under Part 9 of the SSWBWA in each local health board area to bring together partnership bodies and other stakeholders to plan and deliver integrated health and social care, promoting better well-being.
“Regulations”	Means the 2000 Regulations and the SSWBA Regulations;
“SSWBWA Regulations”	means the Partnership Arrangements (Wales) Regulations 2015 S.I. No. 1989 (W.299) as amended, varied or replaced from time to time;
“Revised Annual Plan”	Means an annual statement of agreed intentions referred to in Clause 32.2 and individual Schedules;
“Schedule(s)”	Means a schedule attached to this Agreement;
“Service(s)”	Means the Services which are to be made available to Service Users as described in the Schedules and whose costs are to be met from the Pooled or Allocated Fund or in respect of which the Partners have agreed to make expenditure;
“Service Users”	Means the people who receive the Services to be arranged by the Partners;
“Term”	Means the period from the Commencement Date until termination in accordance with the terms of this Agreement.

1.2 Save to the extent that the context or the express provisions of this Agreement otherwise require:

- 1.2.1 Obligations undertaken or to be undertaken by more than a single person shall be made and undertaken jointly and severally;
- 1.2.2 Words importing any gender include any other gender and words in the singular include the plural and words in the plural include the singular;
- 1.2.3 References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the Commencement Date) from time to time;
- 1.2.4 Headings and the Index are inserted for convenience only and shall be ignored in interpreting or in the construction of this Agreement;
- 1.2.5 References in this Agreement to any Clause or Sub-Clause Paragraph or Schedule without further designation shall be construed as a reference to the Clause or Sub-Clause of or Schedule to this Agreement so numbered;
- 1.2.6 Any obligation on any of the Partners shall be a direct obligation or an obligation to procure as the context requires;
- 1.2.7 Any reference to “indemnity” or “indemnify” or other similar expressions shall mean that a Partner indemnifies, shall indemnify and keep indemnified and hold harmless the other Partners;

1.2.8 Any reference to a person shall be deemed to include any permitted transferee or assignee of such person and any successor to that person or any person which has taken over the functions or responsibilities of that person but without derogation from any liability of any original Partner to this Agreement; and

1.2.9 This Agreement and its Schedules should be read as a whole, but in the event of any inconsistency the Schedules shall have precedence.

## **2. TERM**

2.1 This Agreement shall commence on the Commencement Date and shall be ongoing, subject to annual reviews and earlier termination as provided below.

2.2 The Agreement may be terminated in accordance with the provisions of Clause 11.

## **3. AIMS AND OBJECTIVES**

3.1 Effective health and social care and support for older people, people living with frailty and their carers requires coordination of care and integration of Services shaped around the needs of those people. The Social Services and Wellbeing (Wales) Act requires local authorities to exercise their social services functions with a view to ensuring the integration of care and support provision and health-related provision where they consider that this would:

3.1.2 Promote the wellbeing of children within their area, adults within their area who have needs for care and support and carers within their area with need for support

3.1.2 Contribute to the prevention or delay of the development by children or adults within their area of needs for care and support or the development by carers within their area of needs for support, or

3.1.3 Improve the quality of care and support for children and adults, and of support for carers, provided in their area (including the outcomes that are achieved from such provision)

3.2 The Partners have committed to progress the integration of Services across the population groups for which they have responsibility for providing Care and Support. As part of this, they have committed to the development of an Integrated Community Care System (ICCS), which will be delivered by inter-agency, multi-disciplinary teams operating in Localities across the region.

3.3 In entering into this Agreement, Partners share the following overarching aims and objectives **in relation to the ICCS**:

3.3.1 Maintaining the independence of our population and delivering care in the most effective way.

3.3.2 To facilitate a staged approach to the integration of Services through:



- Creating a regional model of integrated community pathways, where each Locality works to implement the regional optimal model.
- Integrated commissioning arrangements facilitating a joint approach to the planning, procurement, monitoring and review and ongoing improvement of Services.
- Integration over time, of management and other posts within an integrated team structure.
- Alignment of respective partners' budgets through allocated funds, with scope over time for full risk-sharing through establishment of Pooled Funds.

3.3.3 Move towards a joint commissioning approach for when we draw on the same providers and/or there a dependency in one partner on another partner achieving a sufficiency of provision. This will be facilitated through a greater understanding of capacity in and demand for our community services.

3.3.4 To develop continuous service improvement which will includes joint risk management and workforce learning and development.

3.4 The anticipated impact of this Agreement is improved outcomes for Service Users and their carers, and the wider population through effective urgent response and prevention support.

3.5 Agreed outcomes and performance measures will be used to measure impact of the overall Regional Partnership Agreement. An initial suite of measures has been identified, and these are included in **Appendix 1**. These will be reviewed and refined over time and amended with the agreement of Partners via the Integrated Leadership Board. Measures in Appendix 1 are designed mainly to assess the impact of the Agreement overall. Performance measures for individual Services are set out in the Schedules to this Agreement.

3.6 Independent evaluation on the impact of this Agreement and the extent to which it has facilitated integrated working across the partners will be undertaken at intervals set by the Integrated Leadership Board.

3.7 Targets may be set for any Service and agreed by the Partners according to the governance route set out in the Schedule for that Service. These will be set out in the Schedule and will be reviewed on an annual basis.

3.8 This iteration of this Agreement sets out arrangements for the delivery of the ICCS. **Provision is available for future expansion of the Agreement to include additional Services delivered for other population groups, as required and agreed by Partners. In such an event, the substantive provisions within the Agreement will apply, although these will be subject to review and any adjustments made to ensure they reflect specific arrangements for those additional Services.**

#### **4. FINANCIAL CONTRIBUTIONS**

- 4.1 The Budget for each Financial Year together with the mechanism for calculating subsequent Budgets and Budget contributions to an Allocated or Pooled fund, including how increases to contributions should be agreed, is set out in relevant Schedules.
- 4.2 No provision of this Agreement shall preclude the Partners by mutual agreement making additional contributions of non-recurring monies to the Allocated or Pooled Funds for a Service from time to time. There will be no expectation that other Partners will match any increase, unless mutually agreed. Any such additional contributions of non-recurring monies shall be explicitly recorded in minutes of the overseeing board and recorded in the budget statement for a Service as a separate item.

#### **5. NHS FUNCTIONS AND COUNCIL HEALTH RELATED FUNCTIONS**

- 5.1 The Local Health Board Functions and the Local Authority Functions which may be carried out (in whole or part) by a Partner from time to time according to any Services are set out in each Schedule.

#### **6. THE SERVICES**

- 6.1 The Partners subscribe to the ICCS, which is based on two care pathways, each inextricably linked but with a clear focus, ring-fenced resources and defined objectives. These are:
  - 6.1.1 **Urgent Community Response Pathway:** Urgent, unscheduled, intensive community care delivered by multi-disciplinary teams on a time-limited basis and providing enhanced levels of support at times of deterioration, changeability, when an intensive period of recovery or rehabilitation is needed, or during transitions of care. This can be provided at home or in care settings.
  - 6.1.2 **Prevention Pathway:** Establishing pro-active care and enabling older people and people living with frailty to maintain independence and spend more healthy days at home. Multi-disciplinary teams will provide preventative care and facilitate wider collaboration across sectors to meet the needs of individuals and communities.
- 6.2 The model also includes the intention to further develop an **integrated central navigation hub** providing a comprehensive triage service, receiving referrals from health and care professionals and Local Authority Single Points of Access and facilitating access to appropriate services within the Urgent Community Response pathway.

Figure 1: The Cwm Taf Morgannwg ICCS for older people and people living with frailty



- 6.3 The scope of this Agreement is the provision and management of Services within the pathways described above. These Pathways are at different stages of development, therefore whilst Figure 1 describes the overall model, the Services directed by this Agreement are only those set out in Schedules.
- 6.4 Partners will develop and implement these Services, with wider partners in the Regional Partnership and through a co-productive approach with our staff, Trades Unions, Llais and our population. The intention is to undertake an annual update of Schedules to reflect such developments.
- 6.5 The Services shall be planned and delivered by the members of the regional Integrated Leadership Board, in liaison with local Joint Partnership Boards in each Locality and in accordance with the provisions of the included Services and the relevant Schedules.
- 6.6 The Partners will ensure that the national eligibility criteria as set out in the SSWBWA are fully implemented and that the Eligibility Criteria Thresholds as agreed by the relevant Council are consistently applied.
- 6.7 The Eligibility Criteria Threshold for the provision of specific Services will operate according to the relevant Schedule.

## **7. ARRANGEMENT OF SERVICES**

- 7.1 For each Service referred to in a Schedule to this Agreement, Partners may choose to create an Allocated Fund or a Pooled Fund. This will be determined through agreement in Partners' own organisational governance processes and put into practice through creating and agreeing through the Integrated Leadership Board a Schedule that specifies this and updating this Agreement. Each Partner will identify budgets within its organisation, which together will form such Funds.
- 7.2 For any Service one of the Councils or the UHB shall be the Host Partner. Governance arrangements will be established in accordance with the Schedules to carry out specified functions.
- 7.3 An Allocated/ Pooled Funds Manager shall be responsible for the management of the Allocated/ Pooled Funds for a Service. The Allocated Funds Manager may have accountability across the region or within a Locality, as agreed by the Partners and set out in the relevant Schedule.
- 7.4 An Allocated/ Pooled Funds Manager shall be approved by the Partners who are not the Host Partner for a Service (such approval not to be unreasonably withheld) and affirmed in the role via agreed governance at the outset of a Service.
- 7.5 The internal regulations of the Host Partner shall apply to the management of the Allocated/ Pooled Funds under this Agreement, insofar as the funding is held and defrayed by the Host Partner.
- 7.6 The Allocated / Pooled Funds Manager shall be responsible for authorising payments from the Allocated/ Pooled Funds in accordance with the Service description and the aims and objectives, as set out in Schedules to this Agreement provided that the Partners shall be responsible for payments under regular day to day provision of the Service supplied directly through their own employees and/or contractors.
- 7.7 The Allocated/ Pooled Funds Manager shall be responsible for managing the Allocated / Pooled Funds and forecasting and reporting to the relevant Joint Partnership Board (via any local operational board as appropriate) and its operational upon the targets and information in accordance with and any further targets or performance measures that may be set by the Joint Partnership Board from time to time.
- 7.8 The Allocated / Pooled Funds Manager shall report to the Authorised Officers. The Council's Authorised Officer shall in turn ensure reporting on the same to the officer of the Council responsible for the administration of their financial affairs under Section 151 of the Local Government Act 1972. The UHBs Authorised Officer/ Partnership Lead will do similarly.
- 7.9 Each Partner shall comply with all Law and Guidance relating to the provision of the Services or any part thereof.

## **8. FINANCIAL PERFORMANCE AND RISK SHARING ARRANGEMENTS**

- 8.1 The Allocated / Pooled Funds are to be used solely to achieve the aims and objectives of a Service set out in the relevant Schedule and according to the arrangements for spend and performance set out within the Schedule.
- 8.2 The Allocated / Pooled Funds Manager for Services within this Agreement shall submit information monthly and report every three months in summary form via agreed governance, on spend and the performance information specified within the relevant Schedule. Reports will be prepared at Locality or regional level, as specified within the relevant Schedule. The Partners agree to provide all necessary information to the Pooled / Allocated Funds Manager in time for the reporting requirements to be met.
- 8.3 The Partners shall ensure:
  - 8.3.1 The Allocated/ Pooled Funds are used efficiently to deliver agreed outcomes, as defined in agreed outcomes and performance frameworks.
  - 8.3.2 The expenditure and income within the Allocated / Pooled Funds remain within budget, and that any exceptions to this are reported to the relevant Joint Partnership Board (via any local operational board as appropriate) in a timely manner.
  - 8.3.3 A high level of probity in financial management arrangements.
  - 8.3.4 Resources allocated to Allocated Funds are adequately protected.
- 8.4 The Partners shall take mitigating action as appropriate to ensure expenditure remains within the limit of an Allocated / Pooled Fund and no Partner shall act unreasonably to expose the other to undue financial risk.
- 8.5 The monthly reports of the Allocated / Pooled Funds Manager to be submitted to the Joint Partnership Board shall include monthly financial performance reports detailing performance against agreed funding. The report will include a variance analysis for the period and expected forecast outturn and where required, an explanatory note setting out actions being taken to tackle areas where there is a projected underspend or overspend against agreed budgets. Annual statements of spending and performance against the Allocated /Pooled Funds will also be provided in line with any statutory timescales required by either the UHB or the Council.
- 8.6 The Allocated / Pooled Funds Manager shall maintain and provide in addition to information provided under Clause 8.2 above when requested by either of the members of the Joint Partnership Board at the expense of that Partner such information as shall be appropriate to describe the cost of arranged Services for so long as any part thereof is being provided to Service Users notwithstanding any notice of termination in accordance with Clause 11.

- 8.7 The governance arrangements shall be as set out in the Schedule for a Service.
- 8.8 Approval for all other reasonable administrative expenses incurred by the Allocated / Pooled Funds outside of the budget in-year must be approved in writing in advance of spend and will require the agreement of the Partners before being accepted as an allowable charge to the particular Allocated / Pooled Fund for a Service.

## **9. REVIEW**

- 9.1 The Partners, through the Integrated Leadership Board shall review the operation of this Regional Partnership Agreement and Services delivered though it annually by 1st July of every year.
- 9.2 Reviews of this Agreement shall be conducted in good faith and in accordance with the governance arrangements set out in Clause 32.
- 9.3 The Partners shall review the operation of this Agreement on the coming into force (or anticipation of the coming into force) of any legislation or guidance affecting the terms of this Agreement so as to ensure that the terms of this Agreement comply with such legislation or guidance.

## **10. FINANCIAL PLANNING AND BUDGET SETTING PROCESS**

- 10.1 In respect of Allocated / Pooled funding arrangements set out in Schedules to this Agreement, the Partners will prepare planning assumptions of inflation allowances for pay and non-pay expenditure and income together with proposed variations to the expenditure budget in respect of for example:
  - 10.1.1 Growth and demographic changes;
  - 10.1.2 Service enhancements and reductions;
  - 10.1.3 Required efficiency/quality improvements;
  - 10.1.4 Cost pressures/increases in demand; and expected changes in Service delivery costs;
  - 10.1.5 National initiatives.
- 10.2 These will be considered in the context of the overall budget of the Councils and the UHB as applicable. A demand and capacity model for ICCS, which is currently being developed, will support such considerations.
- 10.3 The budget for a Service and which is to be agreed by the Partners will take into account effects on other budgets and the financial resources of the Partners.
- 10.4 Where the Partners do not agree an annual Budget by the time of the commencement of a new Financial Year they shall remain liable to contribute the same budget as was identified as their contribution in the previous

Financial Year (together with any inflation on salaries including increments and pay settlements) until such time as an annual review in accordance Clause 9 or termination in accordance with Clause 11 takes effect.

- 10.5 As part of the annual Budget setting process, the Partners shall seek appropriate advice in respect of the factors outlined in Clauses 10.1 and 10.3 above.

## **11. TERMINATION**

- 11.1 If the UHB or any of the Councils fail to meet any of their respective obligations under this Agreement, any other Partner may by written notice request the Partner in default to take such reasonable action to rectify such failure within 60 days of the date of the notice.
- 11.2 Should the Partner in default fail to rectify such failure within such time-scale, the other Partner may give a minimum of three months written notice to terminate the Agreement.
- 11.3 Any Partner shall be entitled to terminate this Agreement immediately by notice to the other Partners, if any other Partner, its employees or agents either offer, give or agree to give to anyone any inducement or reward or confers any other benefit in respect of this or any other Agreement (even if that Partner is unaware of any such action) or otherwise commits an offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972.
- 11.4 Any Partner is entitled to terminate this Agreement forthwith by written notice to the other Partners if an event of force majeure pursuant to Clause 28 persists for more than 3 months.
- 11.5 Any Partner is entitled to terminate this Agreement by giving not less than twelve months written notice to the other Partners with such notice to end at the end of a Financial Year.
- 11.6 The Partners may mutually agree that this Agreement is terminated on an agreed date.
- 11.7 Any termination of this Agreement under this Clause shall be without prejudice to any continuing obligations of the Partners under Clause 12.
- 11.8 Any addition or removal of a Service provided pursuant to this Agreement shall be dealt with in accordance with Clause 32.
- 11.9 Termination by one Partner would require development of a new Agreement between other Partners wishing for a continuation of the integrated working.

## **12. EFFECTS OF TERMINATION**

- 12.1 Notwithstanding any notice of termination in accordance with Clause 11:

- 12.1.1 The Partners shall continue to be liable to arrange the Service within a Schedule in accordance with this Agreement until the actual date of termination;
  - 12.1.2 The Partners shall remain liable to operate the Allocated/ Pooled Fund for a Service in accordance with this Agreement so far as is necessary to ensure fulfilment of the obligations in Sub-Clause 12.1.1;
  - 12.1.3 For the avoidance of doubt the Partners shall remain liable to contribute that proportion of the cost of a Service which comprises its contribution until the termination takes effect;
  - 12.1.4 In the event the Partners have jointly agreed to procure a contract with a provider for the provision of any part of the Services and one Partner has agreed to make a contribution to the other in respect of the costs of that contract the contributing Partner shall continue to pay such contribution while that contract subsists; and
  - 12.1.5 The Partners shall cooperate together to ensure that any Service User who has started to receive a Service under this Agreement continues to receive an appropriate Service whilst the Partners make arrangements to revert to separate service provision.
- 12.2 Assets purchased from the Allocated / Pooled Funds will be disposed of by the Partners for the purposes of meeting any of the costs of winding up the Service or where this is not practicable such goods will be shared proportionately between the Partners in the percentage of their contributions to the Allocated Funds.
- 12.4 In the event that this Agreement is terminated the Partners agree to co-operate to ensure an orderly wind up of their joint activities as set out in this Agreement so as to minimise disruption to all Service Users carers and staff and comply with individual rights as set out in their contract of employment.
- 12.5 The operation of this Clause 12 together with Clauses 14 to 19 shall survive the termination or expiry of this Agreement.

### **13. SCRUTINY**

- 13.1 Collective scrutiny of this Agreement and the Services within it will be undertaken by the Integrated Leadership Board. Arrangements for the Integrated Leadership Board, as a sub-group of the Regional Partnership, are set out in its Terms of Reference which are agreed by the Regional Partnership.
- 13.2 Scrutiny of Services within Localities as specified in the Schedules, will be provided by Statutory Organisations. At regional level, as set out in figure 2 below, this will be supported by the Regional Partnership Board and Integrated Leadership Board, and within Localities by the relevant Joint Partnership Board and any operational boards as appropriate. Details of local arrangements are provided within the relevant Schedules.



Figure 2: Governance chart



- 13.3 The Partners will make senior officers available to attend each other's committees and boards with responsibility for the development of policy and the scrutiny of decisions taken in relation to the Services.

#### **14. EXTERNAL INSPECTION AND MONITORING**

- 14.1 The Partners shall:

- 14.1.1 Comply with any statutory inspection requirements in relation to Services and will liaise as required with the Care Inspectorate Wales (CIW) and Healthcare Inspectorate Wales (HIW) and/or other relevant regulatory bodies.
- 14.1.2 Provide appropriate access and information to any external body empowered by statute to inspect or monitor the Partners' discharge of the Services.
- 14.1.3 Work together to ensure that recommendations made to the Partners pursuant to its delivery agreements with the Welsh Government or any other administrative procedure which replaces it are implemented.

## **15. INDEMNITY AND INSURANCE**

- 15.1 The Partners acknowledge and agree that, at all times during the term of this Agreement:
  - 15.1.1 The UHB will remain a member of the Welsh Risk Pooling Scheme and applies NHS indemnity to its activities which are covered by this agreement; and
  - 15.1.2 The UHB will remain a member of the Welsh Risk Pooling Scheme and applies NHS Indemnity to its activities which are covered by this agreement.
- 15.2 The Councils undertake that during the term of this Agreement and for a period of 12 years thereafter, they shall either self-insure or maintain in force, with a reputable insurance company including but not limited to employers liability, public liability and other liabilities to third parties in an amount not less than ten million pounds (£10,000,000) per claim arising from a single event or series of related events in a single calendar year.
- 15.3 Each Partner shall notify the others if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.
- 15.4 A Partner shall upon request from the other Partner from time to time:
  - 15.4.1 Provide evidence that the insurance arrangements required by clause 15.1 and 15.12 are fully paid up and in force;
  - 15.4.2 Allow the requesting Partner to inspect its insurance policies; and
  - 15.4.3 Provide the requesting Partner with copies of the full policy document.
- 15.5 Nothing in this Agreement shall exclude or restrict the liability of a Partner:
  - 15.5.1 For any damage to property real or personal including (but not limited to) any infringement of third party patents copyrights and registered designs;
  - 15.5.2 For any personal injury including injury resulting in death;
  - 15.5.3 For any fraudulent or dishonest act of any of its officers, employees or contractors;
  - 15.5.4 For any breach of the obligations under Clause 17 or any related statutory provision or arising out of or in connection with a Service.
- 15.6 In relation to any other type of claim not excluded by the operation of Clause 15.5, each Partner ("the Indemnifying Partner") shall indemnify the other Partners, their officers, employees and agents against any damage, cost

liability, loss, claim or proceedings whatsoever arising in respect of the Indemnifying Partner's acts or omissions. Where the Indemnifying Partner has only contributed partially to the cause of any damage, cost, liability, loss, claim or proceedings, it shall only be liable to indemnify the other Partner for such proportion of the total costs of such damage, cost, liability, loss, claim or proceedings as its contribution to the cause bears to the total damage, cost, liability, claim or proceedings. Where the Partners are unable to agree any such apportionment, the Disputes Procedure in Clause 19 shall apply.

- 15.7 The indemnity under Clause 15.6 shall not apply to any such claim or proceeding:
- 15.7.1 unless, as soon as reasonably practicable following receipt of notice of such claim or proceeding, the Partner in receipt of a claim shall have notified the other Partner in writing of it, and shall, upon any of the latter's request and at the latter's cost, have permitted the former to have full care and control of the claim or proceeding, using legal representation approved by the latter Partner, such approval not to be unreasonably withheld; or
- 15.7.2 if the Partner in receipt of the claim or proceeding, its employees or agents shall have made any admission in respect of such claim or proceeding or taken any action related to such claim or proceeding prejudicial to the defence of it without the written consent of the other Partner (such consent not to be unreasonably withheld or delayed), provided that this condition shall not be treated as breached by any statement properly made by the Partner in receipt of the claim, its employees or agents in connection with the operation of its internal complaints procedures, accident reporting procedures or disciplinary procedures or where such statement is required by law.
- 15.8 Each Partner shall keep the other Partner and their legal advisers fully informed of the progress of any such claim or proceeding, will consult fully with the other Partner on the nature of any defence to be advanced and will not settle any such claim or proceeding without the written approval of the other Partner affected (such approval not to be unreasonably withheld).
- 15.9 Without prejudice to the provisions of Clause 15.7, the Partners will use their reasonable endeavours to inform each other promptly of any circumstances reasonably thought likely to give rise to any such claim or proceedings of which they are directly aware and shall keep each other reasonably informed of developments in relation to any such claim or proceeding even where they decide not to make a claim under this indemnity.
- 15.10 The Partners shall each give to the other such help as may reasonably be required for the efficient conduct and prompt handling of any claim or proceeding.

1511 The Partners shall ensure that they maintain policies of insurance (or in the case of the UHB, equivalent arrangements through the scheme operated by Welsh Risk Pool) to cover the matters referred to in Clauses 15.5 and 15.6 including but not limited to employers liability, public liability and other liabilities to third parties.

15.12 The Partners will maintain the insurances set out in Clause 15.1 and 15.11 for a period of 12 years following any termination or expiry of the Agreement.

## **16. VARIATION**

16.1 No variation to this Agreement shall be effective unless it is in writing and executed by the Partners using the same formalities as this Agreement.

## **17. CONFIDENTIALITY AND DATA PROTECTION**

17.1 The Partners shall comply and have adequate measures in place to ensure its compliance at all times with the provisions and obligations of the Data Protection Legislation. This shall include but is not limited to:

17.1.1 Partners shall not use Personal Data and Sensitive Personal Data (as defined in the Data Protection Legislation) or any part thereof for any purposes whatsoever other than for the purpose of performing the Services;

17.1.2 Partners shall keep and dispose of all Personal Data and Sensitive Personal Data in a safe and secure manner; and

17.1.3 Partners shall retain all Personal Data and Sensitive Personal Data for only as long as is necessary for performing the Services.

17.2 Partners shall immediately inform each other in the event of any breaches or suspected breaches of the provisions of the Data Protection Legislation in relation to information obtained in the course of performing the Services.

17.3 Each Partner shall:

17.3.1 treat as confidential and provide appropriate safeguards for all or any information which belongs to and has been supplied by and designated as confidential by the other Partners howsoever or in whatsoever manner such information is conveyed or stored, including information which relates to the business, affairs, assets, goods or services or operations of the other Partners ("Confidential Information"); and

17.3.2 not disclose any Confidential Information to any other person without the prior written consent of the Partners, except to such person and to such extent as may be necessary for the performance of the Services or as required by law.

- 17.4 The Partners shall take all necessary precautions to ensure that all Confidential Information obtained from other Partners under or in connection with the Services:

17.4.1 is given only to such of the staff engaged in connection with the performance of the Services as is strictly necessary for the performance of the Services and only to the extent necessary for performance of the Services;

17.4.2 is treated as confidential and not disclosed (without prior approval) or used by any staff otherwise than for the purposes of the Services.

- 17.5 The Partners agree that information relating to the provision of Services as defined in this Agreement may also be shared with the Welsh Government, Welsh NHS bodies and Audit Wales where this is necessary for them to meet their obligations as defined by statute, regulation or contractual commitment.

- 17.6 The obligations of confidentiality in this Clause 17 shall not extend to any matter which a Partner can show:

17.6.1 is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement;  
or

17.6.2 is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.

## **18. FREEDOM OF INFORMATION**

- 18.1 The Partners agree they will each co-operate with one another to enable any Partner receiving a request for information under the Freedom of Information Act 2000 or Environmental Information Regulations 2004 to respond to that request promptly and within the statutory timescales. This co-operation shall include but not be limited to finding, retrieving and supplying information held, directing requests to other Partners or parties as appropriate and responding to any requests by the Partner receiving a request for comments or other assistance.

## **19. DISPUTE RESOLUTION**

- 19.1 Prior to any dispute difference or disagreement being referred to mediation pursuant to the remaining provisions of this Clause 19 the Partners shall seek to resolve the matter as follows:

19.1.1 in the first instance the issue shall be considered by Chief Officers with delegated responsibility for the Services;

19.1.2 if the aforementioned Chief Officers are unable to resolve the matter within 30 working days then the issue shall be referred to the Head of

Paid Service of the Council and the Chief Executive Officer of the UHB ('the Heads of Paid Service');

- 19.1.3 if the Heads of Paid Service are not able to resolve the matter within a further thirty (30) working days the provisions of paragraph(s) 19.2 and 19.3 shall take effect.
- 19.2 In the event of the Heads of Paid Service not being able to resolve the matter shall be dealt with by the following mediation procedure:
  - 19.2.1 for the purpose of this paragraph 19.2 a dispute shall be deemed to arise when one Partner serves on the other a notice in writing stating the nature of the dispute;
  - 19.2.2 every dispute notified under this paragraph 19.2 shall first be referred to mediation in accordance with the mediation procedures of the Alternative Dispute Resolution Group London;
  - 19.2.3 the mediator shall be agreed upon by the Partners and failing such agreement within fifteen (15) working days of one Partner requesting the appointment of a mediator and proposing a name then the mediator shall be appointed by the Director of the Welsh Government for the time being with responsibilities for the oversight of the Services;
  - 19.2.4 unless agreed otherwise the Partners shall bear their own costs of the mediation and share equally the costs of the mediator;
  - 19.2.5 the use of mediation will not be construed under the doctrines of laches waiver or estoppel to affect adversely the rights of any Partner and in particular any Partner may seek a preliminary injunction or other judicial relief at any time if in its judgment such action is necessary to avoid irreparable damage.
- 19.3 In the event of the Partners failing to reach agreement following mediation the following procedure shall be followed:
  - 19.3.1 in the event of the Partners failing to reach agreement on their dispute or difference following mediation pursuant to paragraph 19.2 one Partner may serve on any other a notice in writing stating the nature of the matters still in dispute;
  - 19.3.2 the dispute or difference shall then be referred to the arbitration of a sole arbitrator to be appointed in accordance with Section 16(3) of the Arbitration Act 1996 ("the Arbitration Act");
  - 19.3.3 in the event of failure of the Partners to make the appointment pursuant to Section 16(3) of the Arbitration Act the appointment shall be by the President (or if the President be unwilling, unable or unavailable) the Vice President for the time being of the Law Society;

19.3.4 the arbitration will be regarded as commenced for the purposes set out in Section 14(1) of the Arbitration Act when one Partner sends to the other written notice in accordance with the Arbitration Act;

19.3.5 the arbitration shall be conducted in accordance with the Rules of the Chartered Institute of Arbitrator(s) or any amendment or modification thereof being in force at the date of commencement of the arbitration.

19.4 This dispute resolution procedure cannot be used in relation to any dispute relating to the setting of the Budget or any revision of this Agreement.

## **20. EXCLUSION OF PARTNERSHIP AND AGENCY**

20.1 The Partners expressly agree that nothing in this Agreement in any way creates a legal partnership between them.

20.2 No Partner nor any of its employees or agents will in any circumstances hold itself out to be the servant or agent of the other Partners, except where expressly permitted by this Agreement.

## **21. ASSIGNMENT AND SUB AGREEMENTS**

21.1 A Partner shall not assign or transfer the whole or any part of this Agreement, without the prior written consent of the other Partners, except where expressly permitted by the Agreement.

21.2 A Partner shall be entitled to assign novate or otherwise transfer its rights and obligations pursuant to this Agreement to a statutory successor. This Agreement shall be binding on and shall endure to the benefit of the UHB and the Councils and their respective successors and permitted transferees and assignees.

## **22. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

22.1 The Contracts (Rights of Third Parties) Act 1999 is hereby excluded.

22.2 No variation to this Agreement and no supplemental or ancillary agreement to this Agreement shall create any such rights unless expressly so stated in any such agreement by the parties to this Agreement. This does not affect any right or remedy of a third party, which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

## **23. PREVENTION OF CORRUPTION / QUALITY CONTROL**

23.1 The Partners shall have mutual policies and procedures to ensure that relevant controls, assurance, probity and professional standards are met.

## **24. COMPLAINTS**

24.1 The Partners shall ensure that any complaints received about the Service shall be dealt with promptly and in accordance with their adopted complaints

procedures. For the avoidance of doubt where a Partner is acting as the Host Partner for a Service in this Agreement, where a complaint is received about the Service the complaints procedure of the Host Partner shall be used to deal with the complaint.

- 24.2 Where applicable any complaints which have not been resolved under the above sub clause shall be dealt with under any appropriate statutory complaints procedure which applies to that class of complaint.

## **25. NOTICES**

- 25.1 All notices under this Agreement shall only be validly given if given in writing, addressed as follows:

25.1.1 if to the UHB, addressed to its Chief Executive as above; or

25.1.2 if to the Councils, addressed to its Chief Executives as above.

- 25.2 Any notices required to be given under this Agreement must be in writing and may be served by personal delivery, post (special or recorded delivery or first class post) or email at the address set out at the beginning of this Agreement or at such other address as each party may give to the other for the purpose of service of notices under this Agreement. Notices shall be deemed to be served at the time such an email is received or when the notice is handed to or left at the address of the party to be served (in the case of personal delivery) or the day (not being a Saturday, Sunday or public holiday) next following the day of posting (in the case of notices served by post).
- 25.3 To prove service of any notice, it shall be sufficient to show in the case of a notice delivered by hand that the same was duly addressed and delivered by hand and in the case of a notice served by post that the same was duly addressed prepaid and posted special or recorded delivery or by first class post.

## **26. ADDITION OR REMOVAL OF SERVICES**

- 26.1 As noted in Clause 3, the approach to integration will be incremental. This Agreement will be further refined and developed to reflect the ongoing implementation of the ICCS. An implementation programme has been established setting out milestones for the development of the ICCS and this will include actions to:

- Add Services that will be delivered in an integrated way across the ICCS pathways;
- Revise existing Schedules to achieve consistency and alignment;
- Ensure continuous improvement as referenced in 3.2;
- Review and refine the outcomes and performance measurement framework.



- 26.2 The Agreement will also be reviewed and adjusted as necessary to cover Services for other population groups.
- 26.3 The Partners may by mutual consent add further Services to this Agreement or remove Services from it.
- 26.4 The Services shall be added or removed by such amendment to the Schedules and the body of this Agreement as the Partners may agree which may include separate description of Services, Allocated/ Pooled Funds and management arrangements.
- 26.5 Any amendments to this Agreement shall be in accordance with the provisions of clause 16.

## **27. GENERAL PRINCIPLES**

- 27.1 In relation to the Services, the Partners shall:
  - 27.1.1 Treat each other with respect and an equality of esteem;
  - 27.1.2 Be open with information about the performance and financial status of each;
  - 27.1.3 Provide early information and notice about relevant problems; and
  - 27.1.4 Co-operate with each other to agree joint protocols and any variance in such protocols as may be required from time to time.

## **28. FORCE MAJEURE**

- 28.1 In this Agreement "force majeure" shall mean any cause preventing any Partner from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Partner so prevented including without limitation act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order rule regulation or direction, accident, fire, flood or storm.
- 28.2 If any Partner is prevented or delayed in the performance of any or all of its obligations under this Agreement by force majeure, that Partner shall forthwith serve notice in writing on the other Partner or Partners specifying the nature and extent of the circumstances giving rise to force majeure and shall, subject to service of such notice (and to Clause 28.4), have no liability in respect of the performance of such of its obligations as are prevented by the force majeure events during the continuation of such events.
- 28.3 The Partner affected by force majeure shall use all reasonable endeavours to bring the force majeure event to a close or to find a solution by which the Agreement may be performed, despite the continuance of the force majeure event.
- 28.4 If any Partner fails in its performance of any or all of its obligations for a continuous period in excess of three months the other Partners may terminate

this Agreement forthwith by written notice, in which case none of the Partners shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

## **29. SEVERABILITY**

- 29.1 If at any time any part of this Agreement (including any one or more of the clauses of this Agreement or any sub-clause or paragraph or any part of one or more of these clauses) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from this Agreement and the validity and/or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission.

## **30. WAIVER**

- 30.1 The rights and remedies of any Partner in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by such Partner to the other nor by failure of, or delay by the said Partner in ascertaining or exercising of any such rights or remedies. The waiver by any Partner of any breach of this Agreement shall not prevent the subsequent enforcement of any subsequent breach of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

## **31. GOVERNING LAW**

- 31.1 This Agreement shall be considered as a contract made in England and Wales and shall be subject to the laws of England and Wales as they apply in Wales.
- 31.2 Subject to the provisions of any jointly agreed dispute resolution procedure, all the Partners agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this Agreement and irrevocably submit to the jurisdiction of those courts.

## **32. DEVELOPMENT OF THE AGREEMENT**

- 32.1 Annual plans will set out development activity for the coming year and annual reports will be prepared for the Regional Partnership Board outlining progress against planned activity.

**IN WITNESS** whereof the Partners have executed this Agreement as a Deed the day and year first before written.

Executed as a deed by affixing the

**COMMON SEAL** of

**THE CWM TAF MORGANNWG  
UNIVERSITY HEALTH BOARD**

In the presence of:

Signed (Authorised Officer):

Name/Position:

Executed as a deed by affixing the  
**COMMON SEAL** of

**BRIDGEND COUNTY BOROUGH COUNCIL**

In the presence of:

Signed (Authorised Officer):

Name/Position:

Executed as a deed by affixing the

COMMON SEAL of

**MERTHYR TYDFIL COUNTY BOROUGH COUNCIL**

In the presence of:

Mayor:

Signed (Authorised Officer):

Name/Position:

Executed as a deed by affixing the **COMMON SEAL** of

**RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL**

In the presence of:

Mayor:

Signed (Authorised Officer):

Name/Position:

## APPENDIX 1: OUTCOMES AND PERFORMANCE MEASUREMENT FRAMEWORK

This framework provides a basis for understanding the impact of the ICCS. Where specific measures in the framework are under development, these are noted. This framework will evolve over time and will be updated formally through the Integrated Leadership Board.

### Category 1 - Population Wellbeing Outcomes

*'Measures that describe the aggregate effect of our Integrated Health and Community Care System on our population'*

- **Healthy Days at Home.** This is population health outcome measure of time spent outside of institutional health and care settings. Whilst the measure is being developed it will be necessary to rely on proxy measures. The following are suggested: length of stay in hospitals, length of stay in care placements, long term placement commissioned hours relative to population size.
- **'What matters to me'.** We are exploring whether data collected about people's self-reported experience of health and social care can be aggregated to provide a picture of whether needs are regularly being met.

### Category 2 – System Shift

*'Measures that describe the extent to which we are rebalancing the system, meeting needs closer to home and reducing failure demand in acute healthcare and long-term social care provision.'*

These are described in the environments in which treatment and care is provided. Specifically the community, care homes (which are part of the community but are drawn out here because of their distinctiveness) and acute and community hospitals.

Community environment	Care home environment	Hospital environment
Number and percentage of people with an integrated assessment [input]	% >75yo with Future Care plan in place [input]	Reductions in >75yo conveyed and admitted [output]
Number of urgent care contacts in Primary Care [input]	% care home conveyance without input from Clinical navigation hub – reduce to zero [output]	Reduction in LOS in hospital >75yo [output]
Clinical Navigation Hub demand and response data [input and output]	Conveyances and admissions from Care homes – reduce [output]	LoS in acute hospital less than 1 day >75yo (SDEC) [output]
Count of IAA integrated urgent response calls [input]	Percentage of deaths within 48 hours following an admission from a care home [output]	Reduction in Pathway of Care Delays > 75 y. o. [output]

Intermediate care team referrals and waiting times [input]		Readmission rates at 7 days and 28 days following discharge [output]
Unplanned community nursing demand [input]		Deconditioning measures e.g. care tariff / via Optimise [output]
Hold or reduce the level of long-term social care packages [output]		
Volume of commissioned care following a hospital stay – hold or reduce [output]		
Actual place of death compared to preferred place of death [output]		

### Tier 3 – Service Performance

*‘A selection of performance metrics for specific services in and around our optimal community model’.*

Measures will be selected for each Service within this Agreement and these will be set out in relevant Schedules.

- Percentage of GP practices that have achieved all standards set out in the National Access Standards
- IAA provision
- LOS in intermediate care team (urgent response team and long-term team) [output]
- Level of dependency pre- vs. post- involvement of intermediate team (6 weeks and 12 week)
- District nursing referrals and waiting times [input]
- Older people’s mental health measures
- Number and waits per 100k population for
  - adult social care assessment
  - reablement
  - other therapies
  - domiciliary care
  - residential care
  - NHS Continuing Healthcare
- Telecare provision
  - Average annual falls per area
  - % falls where an ambulance was called with a response service in place
  - % falls where an ambulance was called without a response service in place

- Proportion of mobile response team (MRT) responses in less than 1 hour
- Median length of stay in hospital with a fall and long lie

#### **Tier 4 – Feedback from our population and our staff**

*‘A range of measures that describe how people experience different areas of service provision. Also how staff in community roles feel about their work – research shows job satisfaction correlates with service quality.’*

- PROMS and PREMS. Family/ carer reported outcomes.
- Social care quality/ ‘what matters’ measures via the national performance framework/ local surveys of everyone with a care plan
- Survey of each person that has received intermediate care
- Staff wellbeing and job satisfaction from organisations’ people surveys
- Staff sickness rates in intermediate care teams
- Staff turnover in intermediate care teams.

## **SCHEDULE 1.1: BRIDGEND COMMUNITY RESOURCE TEAM - HOST PARTNER, AIMS AND OUTCOMES & ACCESS TO SERVICE**

### **1. INTRODUCTION**

Services aims and outcomes for the Service at commencement of this Agreement are as set out here with details of the Host Partner.

**HOST PARTNER: Bridgend County Borough Council**

**PARTNERS: Bridgend County Borough Council, Cwm Taf Morgannwg University Health Board**

### **2. AIMS**

- 2.1 The overarching strategic aim of this Agreement is to ensure coordinated arrangements for the integrated provision of high quality, cost effective intermediate care services which meet local health and social care needs. Together we aim to:
- achieve the highest quality of seamless care with people using our services being at the heart of service planning, commissioning and delivery via an Allocated / Pooled Fund;
  - increase the operational efficiency of the Services and ensure sustainability;
  - optimise the mix of service provision skills across health and social care and develop more rewarding jobs and careers for staff;
  - support greater and more coordinated engagement with the third sector and carers;
  - enhance creativity and problem solving within the various multidisciplinary services with quicker decision making.
- 2.2 Partners BCBC and CTMUHB will co-design and deliver Services that meet the current and future needs of people in Bridgend. Through this Agreement partners seek to maximise outcomes by delivering integrated provision from allocated funds. This builds on a longstanding arrangement predating a boundary change for the University Health Board in 2019.
- 2.3 The background to this Service lies in the Western Bay documents: August 2013 “*Joint Commitment - Delivering Improved Community Services*”, January 2014’s “*Transforming care through investment in the intermediate tier – 3-year business case*” and the “*Statement of Intent on Integration*” from July 2014.
- 2.4 Whilst the Services described here are longstanding, the approach to develop a strengthened intermediate care tier is ever more relevant and important. It fits with the vision of Wales’ 10-year health and social care plan ‘A Healthier



Wales' and complementary policy in 'Further Faster: Developing Community Care Capacity' and the Six Goals for Urgent and Emergency Care.

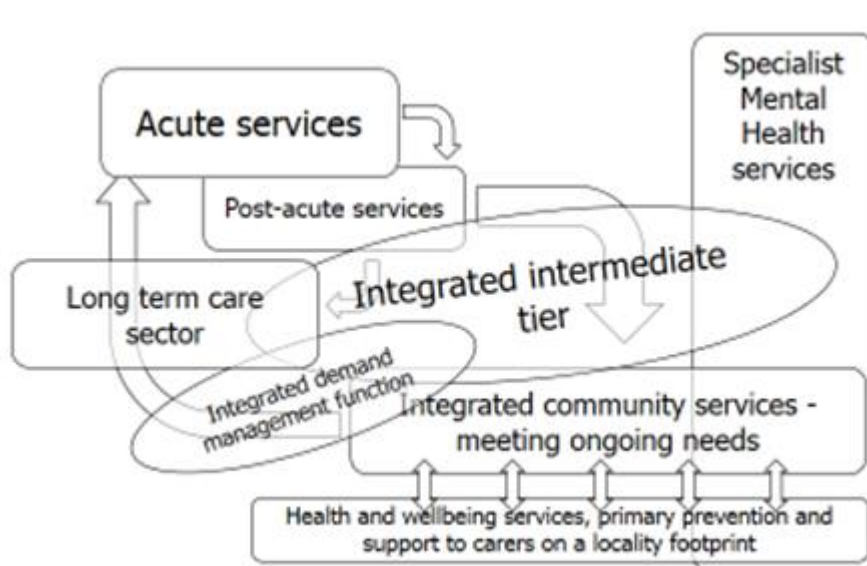
- 2.5 As a regional partnership we are developing a new demand and capacity model which will be used to update the analysis upon which the original Business Case was built. This will influence the future shape of the Service and equivalent teams in other parts of the Cwm Taf Morgannwg region as we develop regional care pathways.

### **3. SERVICE DELIVERY OBJECTIVES**

- 3.1 The Allocated / Pooled Fund will support a seamless range of Services that reflect the needs of the local population, in line with the agreed policies and the Services commissioned by the Partners. Within the defined scope it will fund the care for the residents of the Locality who present with health and social care issues by ensuring that the right care is provided at the right time, in the right place and at the optimum cost.
- 3.2 Early assessment will be delivered through an appropriate single process to assess the needs of Service Users. Where possible, interventions will be provided to people in their home for people who meet the prevailing eligibility criteria. The preference will be for time limited interventions, with publicly funded longer-term support (outside the scope of these Intermediate Care services) only where necessary.
- 3.3 Intermediate care services will be planned and delivered according to a single model across providers so that the clinical and social care needs of the Service User are met in the most effective way.
- 3.4 The Partners will ensure that the access pathway into specialist services is made easier for people with intermediate care needs including referral pathways to allied services and those provided by the Third Sector. This will include a rapid mobile response to respond to Telecare activations. This will complement other community-based services that assist timely discharge from hospital.
- 3.5 The arrangements will allow more effective service planning as the traditional barriers between health and social care definition and funding can be overcome by the Allocated / Pooled Funds and a single management structure. This will make the most efficient and effective use of public service and Third Sector resources together with carers in the community.
- 3.6 The integrated care operational manager shall maintain an awareness and knowledge of the Council and Health Board's policies and procedures so far as they relate to the Service and ensure that the Service complies.
- 3.7 An effective Community Resource Team will have the following positive knock-on effects in other parts of our health and care system:
- reduced unscheduled hospital admissions through enhanced rapid response and more focus on reablement;

- reduced occupancy of hospital beds by residents of the Locality utilised for post-acute recuperation or step up;
- reduced number of placements in residential and nursing homes because more people are supported to remain living at home;
- reduced need for ongoing domiciliary care packages through increased reablement and right-sizing care (regular objective reviews of needs and eligibility); and
- reduced hours of support that were provided at commencement of enabling intervention when leaving short-term enabling services intervention.

Schedule 1.5 provides detailed performance measures for the Community Resource Team.



#### 4. SERVICE IMPROVEMENT OBJECTIVES

##### 4.1 Strengthening our intermediate care model will mean:

- Enhancement of access and the speed of referral by further streamlining processes and improving the subsequent end-to-end pathways, reducing wait times, ensuring timely access to support.
- Delivering more integrated and collaborative approaches to intermediate care ensuring the benefits are delivered as planned to patients, individuals and each organisation.
- Development of the support processes and improvement of efficiency by reducing duplication, improving business processes and reducing administration effort.
- Optimisation of the skills mix across health, social care, third sector and carer provision and development of a cost-effective working pattern make best use of the expanded intermediate tier.

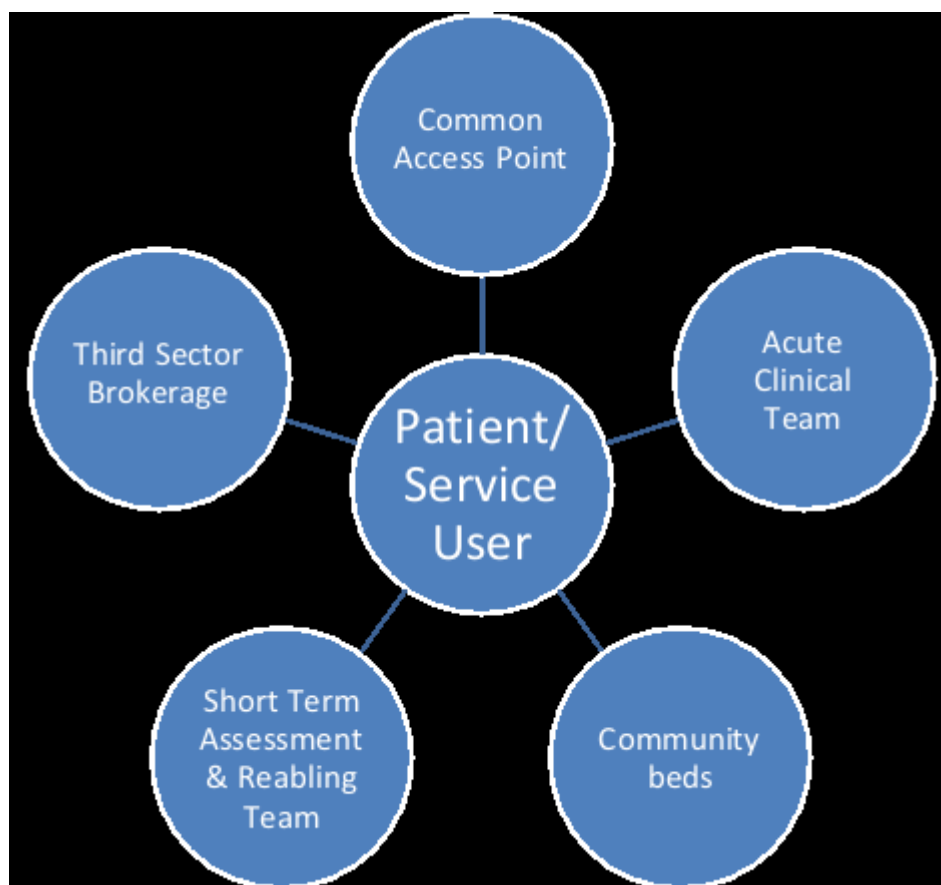
- Workforce development and enhancing job satisfaction and career options by addressing the traditional barriers to inter-disciplinary working and staff progression.
- Monitoring the effectiveness of intermediate care programs, gathering data on patient outcomes, and using this information to continuously improve service delivery.
- The development of a 'customer feedback' mechanism that records and acts on individual and carer comments and a 'stakeholder feedback' mechanism to capture ideas from referrers, Health and social care staff and the Third sector.
- Development of an audit plan to evidence quality in relation to interventions and record keeping.
- Maximising the impact of the Budget by improving the resourcing processes, enhancing cross-organisation team working, reducing operational duplication/administration and sharing equipment and facilities.

## **5. SERVICE PERFORMANCE MEASUREMENT**

- 5.1 A set of measures will be adopted to monitor, report and improve the Service. They will be produced monthly to demonstrate the extent to which the Partnership's objectives are being delivered.
- 5.2 Measures are included in Schedule 1.5.

## **6. SCOPE OF SERVICES**

- 6.1 The scope encompasses a range of intermediate care services, specifically those which deliver improved local performance by allowing more flexible use of intermediate tier resources between Partners including:
- Interventions that provide an alternative to a hospital bed;
  - Interventions that support timely safe discharge from hospital;
  - Interventions that reduce or avoid the need for an ongoing domiciliary care package;
  - Interventions that reduce the need for long term residential care;
  - Interventions that reduce the need for long term nursing care or continuing health care;
  - Interventions that optimise independent living or improve carer's ability to manage;
  - Services and facilities that manage access to the above such as the Early Intervention Prevention Hub.



The Allocated / Pooled Funds will cover the full costs of this provision, as detailed in Schedule 1.3.

6.2 The functions and services included within the scope of the Service are to be:

Function	Services included (as at the Commencement Date)
Front door to social care	Early intervention prevention hub (EIPH)
Rapid Response	Acute Clinical Team
Home and bed based Reablement	Short Term Assessment and Reabling team

## 7. ELIGIBILITY

7.1 The recipients of the Service are to be:

- adults of 18 years of age or over
- who are normally resident within the Locality whether at home or in a residential setting

- with a clinical or social care issue that threatens their physical health or independence
- who require an Intermediate Care Service that is funded by the Health Board or the Council (regardless of who provides it).

7.2 This does not include:

- Acute hospital care;
- Funding for long term residential care home placements;
- Continuing Health Care, apart from some assessments in the community;
- Mental Health or Learning Disability Services, although these patients may also have needs that are within the defined scope of Intermediate Care;
- Palliative care, although some physical care to support District Nursing Services may be included, Care provided by the Community Networks, the scope of which varies across the Cwm Taf region.

7.3 The Eligibility Criteria Threshold for Services will be as per the prevailing policies of the organisation that has statutory responsibility for that provision. Any changes to the Eligibility Criteria threshold may result in changes to the funding requirements and this should be taken into account during the planning.

7.4 Access to Services is available from a number of locations and across a number of channels and will develop over time.

## **SCHEDULE 1.2: THE LOCAL HEALTH BOARD'S FUNCTIONS AND THE LOCAL AUTHORITY FUNCTIONS**

### **THE LOCAL HEALTH BOARD FUNCTIONS**

#### **Functions:**

Section 117 of the Mental Health Act 1983 (after care)

Section 82 of the National Health Service Act 2006 (cooperation between NHS bodies and local authorities)

Section 1 of the National Health Service (Wales) Act 2006 (duty to promote health service)

Sections 2 and 3 of the National Health Service (Wales) Act 2006 (powers to provide health services), 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

Section 10(1), (2), (3), (4) and (5) of the National Health Service (Wales) Act 2006 (arrangements with other bodies)

Section 38(6) of the National Health Service (Wales) Act 2006 (duty to make available services provided by a person employed in the health service to enable local authorities to discharge functions)

Section 14A of the Social Services and Well-being (Wales) Act 2014 (plans following assessments of needs under section 14)

### **THE LOCAL AUTHORITY FUNCTIONS**

#### **Functions:**

1 Social Services functions contained in Schedule 2 to the Act, except—

- (a) the functions in Part 5 of the Act (charging),
- (b) section 144 of the Act (Directors of Social Services),
- (c) sections 1 and 2 of the Adoption Act 1976,
- (d) sections 114 and 115 of the Mental Health Act 1983,
- (e) Parts VII to X and section 86 of the Children Act 1989

2 The functions under section 7 of the Disabled Persons (Services, Consultation and Representation) Act 1986

## **SCHEDULE 1.3: RESOURCES - FINANCE & BUDGET SETTING**

### **1. Introduction**

- 1.1 This Schedule outlines the governance for budget setting and budget management for Allocated / Pooled Fund resources.
- 1.2 This Schedule provides details of the budgets, goods and services to be made available by the Partners for a Service.

### **2. Budget process**

- 2.1 The initial budget planning assumptions of each Partner shall be shared by the Partner's financial leads and the Allocated/ Pooled Funds Manager shall ensure that any matters relating to the Allocated/ Pooled Funds for a particular Service that might have a material effect on planned expenditure or income are identified and reported to the Joint Partnership Board which shall be no later than 31 December prior to the commencement of any Financial Year provide the Partners a proposed budget for that Financial Year.
- 2.2 By 31 January before the commencement of each Financial Year the Council and the Health Board shall advise each other of their anticipated budgeted expenditure in respect of that Financial Year. In the event that the amount of the anticipated budget alters during any formal budget approval process, then the one party shall advise the other party of that change without delay.
- 2.4 By 31 March before the commencement of each Financial Year the Council and the Health Board shall advise each other of their agreed budgeted expenditure contribution to the Allocated/ Pooled Fund the following Financial Year.
- 2.5 The Budget as approved by the Partners will be presented by the Allocated/ Pooled Funds Manager to the relevant Joint Partnership Board (via any local operational board as appropriate) in each Financial Year for the Budget to be received by the Joint Partnership Board.

### **3. Financial Performance and Risk Sharing Arrangements**

- 3.1 The Host Partner for the operation of the Service shall appoint an Allocated / Pooled Funds Manager (and there may be a separate Allocated Funds Manager for each Service) with responsibility for the integrated management of the Allocated / Pooled Funds, subject to the governance arrangements set out in Schedule 1.4.
- 3.2 The Budget is to be used solely to achieve the aims and outcomes set out in Schedule 1.1, and the performance framework as appended. An Annual Plan for a Service should be provided to describe this.
- 3.3 Each Partner will provide data to the Allocated / Pooled Funds Manager by the following 20<sup>th</sup> of each month to enable the Allocated Funds Manager to

submit reports to the relevant Joint Partnership Board (via any local operational board as appropriate) on a quarterly basis on the financial information and spend as referred to as Schedule 1.3 and performance information needed for effective governance of the Service as specified at Schedule 4.

- 3.4 Reports will be provided to the Joint Partnership Board more frequently as and if required.
- 3.5 Information is to be reported separately in respect of Allocated / Pooled Funds for each Service. The Partners agree to provide all necessary information to the Allocated Funds Manager in time for the reporting requirements to be met.
- 3.6 The Allocated / Pooled Funds Manager shall ensure that action is taken to manage any projected under or overspend from the budgets relating to the fund, reporting on the variances and the actions taken or proposed to the Joint Partnership Board.
- 3.7 If at any time during the Financial Year there is a projected under or overspend on the Funds Manager will prepare an action plan for presentation to and agreement of the Joint Partnership Board in order to manage the variance, for the particular Service as quickly as possible.
- 3.8 The Joint Partnership Board will consider any action plan where required and amend if appropriate or agree additional actions to be taken to manage the variance.
- 3.9 The Funds Manager will provide monthly progress reports to the Joint Partnership Board on implementation of any action plan, until such time that the under or overspend has been dealt with to the satisfaction of the Joint Partnership Board keeping it informed at all times.

#### **4. Construction of Budget and Basis of Contributions**

- 4.1 For the avoidance of doubt, any personal contributions payable by Service Users towards any Council services will continue to be collected by the Council, and not form part of the Allocated/ Pooled Funds.

#### **5. Resources Available and in Support of the Partnership Outside of Allocated / Pooled Funds**

- 5.1 Each Partner shall provide resources outside of the Allocated Funds, unless otherwise agreed by the relevant Joint Partnership Board (via any local operational board as appropriate), for those activities deemed necessary to enable this Agreement to be discharged. These include, but are not limited to the following services:-
  - Personnel;
  - Contracts and management functions;
  - Operations functions;



- IT functions;
- Finance functions; and
- Property functions.

5.2 Where additional work in support of the Service outside of Allocated Funds is at the request of a Partner to the other Partners, a charge can be raised by mutual agreement of the Partners where this constitutes an additional expense for the requesting Partner.

## **6. Accommodation Arrangements for Services**

6.1 The Partners shall continue to provide or make available the premises (or suitable alternatives) that they provided or made available for the purposes of the Service before the Commencement Date, with the same level of support services and facilities management.

## **7. Commissioning and Procurement Arrangements**

7.1 The Partners agree that:

- 7.1.1 The Financial, Procurement and Contract Procedure Rules of the Council will apply to all procurement activity undertaken by the Council;
- 7.1.2 The Standing Orders and Standing Financial Instructions of the Health Board will apply to all procurement activity undertaken by the Health Board;
- 7.1.3 Procurement activity will only be undertaken from the Allocated/ Pooled Funds in accordance with commissioning plans approved by the relevant Joint Partnership Board (via any local operational board as appropriate).

## **8. Hosting and Administration of the Allocated Funds**

- 8.1 The Allocated/ Pooled Funds Manager shall ensure that the Fund is maintained to national and professional standards and that the payment of suppliers' invoices complies with their payment terms, ensuring that no late payment charges are incurred by the Partners.
- 8.2 The Funds Manager shall be responsible for ensuring that appropriate financial systems are operational and in place for the Allocated/ Pooled Funds in order to provide the necessary control and production of financial information.

## **9. Information Requirements**

9.1 The Allocated / Pooled Funds Manager shall ensure that all financial and other information required by the Partners in relation to compiling performance

statistics, statutory and other returns is made available by any agreed deadlines.

- 9.2 The Allocated / Pooled Funds Manager shall ensure that all financial and other information required to measure performance against the Services, as set out in Schedule 4, is made available by any agreed deadlines.
- 9.3 The Allocated / Pooled Funds Manager shall establish arrangements for making available all financial and other information necessary to assist the Partnership.

## **10. VAT**

- 10.1 The VAT regime will operate in accordance with partnership structure (a) as referred to in the joint guidance issued by the Department of Health and HM Customs and Excise.

## **11. Capital**

- 11.1 The Allocated Fund shall not normally be applied towards capital expenditure. If a need arises for the transfer of any agreed capital funds between the Partners then, unless the Partners agree otherwise, the Partners shall use the grant making powers under Section 194 or Section 34 of the Act.

## **SCHEDULE 1.4: GOVERNANCE - APPROVALS, OVERSIGHT & PERFORMANCE**

### **1. Introduction**

- 1.1 The Partners have agreed the governance arrangements set out in this Schedule in furtherance of the aims and objectives as described in Clause 3 and Schedule 1.1 of the Agreement.
- 1.2 It is the intention of the Partners to review the governance arrangements as a part of the Annual Review process set out below and as at Clause 9 of the Agreement.
- 1.3 Any variation to the Agreement shall be effected through the mechanism of Clause 16 of the Agreement.
- 1.4 The arrangements set out in this Schedule shall apply until such time as the Partners agree otherwise.
- 1.5 Any changes to the approved Service must be confirmed by the Bridgend Joint Partnership Board.

### **2. The Bridgend Joint Partnership Board**

- 2.1 Ultimately, responsibility for the provision of statutory services resides with the relevant Partner (i.e. BCUHB or CTMUHB). For the functioning of this Agreement, the Bridgend Joint Partnership Board ("the JPB") is collectively responsible for the effective delivery of Services and outcomes described in Schedule 1.1, 1.2 and 1.3.
- 2.2 Services may only be added to this Schedule under Clause 26 through the agreement of the Council and the Health Board.
- 2.3 Services may be removed from this Schedule under Clause 26 through the agreement of the Council and the Health Board and as to be confirmed at the JPB.
- 2.4 The JPB shall:
  - Set the annual priorities for the Bridgend Community Resource Team
  - receive all reports required under the Schedule 1.1 and agree actions or refer proposals for action back to the Partners for approval as the case may be;

- review annually the operation of the Bridgend Community Resource Team in the context of the developing Cwm Taf Morgannwg Integrated Community Care System;
- review as necessary and confirm the Service's Standard Operating Procedure and undertake any risk assessment and agree actions and recommendations arising following the review;
- establish an Operational Management Board, which will meet monthly with the Allocated/ Funds manager to assess delivery. A lead member from each statutory organisation should be nominated, and they or a deputy must attend each Operational Management Board meeting. Additional membership shall be determined by the JPB.
- consult further and agree actions where appropriate on any plan and progress on priorities as necessary to ensuring suitable consultation and Equality Impact Assessments are undertaken for any major changes to Services arising from the Annual Plans for commissioning.

### **3. Operational Management Board**

- 3.1 An Operational Management Board for the Service will assist the JPB in its activities through oversight of the operational management of the Community Resource Team.
- 3.2 The Operational Management Board will meet at a least 10 times per annum.
- 3.3 The membership of the Operational Management Board shall be agreed by the JPB upon admittance to the Partnership Arrangements and the JPB shall confirm the name of the officers comprising as a minimum:
  - The Partnership Lead Officer from the Host Partner for any established Service
  - The Allocated / Pooled Fund Manager from the Host partner for the Service
  - Other members comprising
    - One non-host partner officer
    - One Finance officer (Council)
    - One Finance officer (Health Board).
- 3.4 The role of the Operational Management Board will be to receive such information as is necessary and as outlined in the Service reporting framework and to assist the Allocated Pooled / Funds Manager in the review, and development of the Annual Plan (based on the aims and objectives at

Schedule 1.1) and any other actions deemed necessary or helpful to effective arrangements for of the Services from time to time.

#### **4. The Allocated/ Pooled Funds Manager**

- 4.1 The Allocated / Pooled Funds Manager may delegate the day-to-day management of funds and objectives in accordance with the Host Partner Procedure Rules, Financial Regulations and such other applicable Service of Delegation.

#### **5. Information Planning and Reports**

- 5.1 The Allocated / Pooled Funds Manager shall supply the Operational Management Board on a monthly basis the financial and activity information as referred to as Schedule 1.3 on Resources and as set out at Schedule 1.4 as the activity reporting framework.
- 5.2 The Funds Manager shall supply quartely to the JPB meetings a summary report of performance and matters for its attention.
- 5.3 The Funds Manager will develop targets based on the performance measures in Schedule 1.4 to be agreed by the JPB from time to time and in any event by 30<sup>th</sup> July each year following a strategic and financial review to be led by the Operational Management Board.
- 5.4 Preparation of the Revised Annual Plan for Financial Years after the initial Financial year of the Term will be according to the following process in each Financial Year:
- **October to December:** The Allocated / Pooled Fund Manager will prepare a draft Revised Annual Plan. This will incorporate any proposed changes and will be in the form of a revised Schedule 1 of Service Aims and Outcomes, a draft Budget and any necessary revision of the Financial and Activity Reporting Framework content for JPB.

The JPB will consider the draft Revised Annual Plan.

- **By 31<sup>st</sup> January:** The Funds Manager will submit to the JPB the draft Budget and a Final Draft Annual Plan for confirmation of their recommendation to the Partners for the next Financial Year
- **By 1<sup>st</sup> May:** The Funds Manager shall report to the JPB on the performance of the Service against any aims objectives or performance measures which relate to the Service together with the general effect of

the Service and in particular its effect on Service Users and the financial position of the Partners

**6. Post-termination**

- 6.1 The JPB shall continue to operate in accordance with this Schedule following any termination of this Agreement under Clause 11 of this Agreement insofar as is necessary to manage the effects of termination as at Clause 12 including any winding up arrangements.

## SCHEDULE 1.5: FINANCIAL AND PERFORMANCE REPORTING

### Bridgend Intermediate Care Service

	PERFORMANCE AREA	KEY DELIVERABLES	HOW MEASURED	FREQUENCY
1	Finance	Expenditure in line with profiled budget	Budget reports – reviewed at monthly Operational Management Board meetings	Monthly

A quarterly summary will also be submitted to the JPB along with necessary reports including progress on Objectives as set out at Schedule 1 and the following Service performance data.

### SERVICE ACTIVITY

	Measure
1	Number of adults with a care and support plan who received services during the year.
2a	Admission source of Community for Urgent Community Response clients seen in the period. (ACT) (7 day service from 07/10/2017)
2b	Admission source of Hospital for Urgent Community Response clients seen in the period. (ACT) (7 day service from 07/10/2017)
2a&b	Total of Admission Source of Community and Admission Source of Hospital for Urgent Community Response Clients (Total of Measure 3a & b) (7 day service from 07/10/2017)
3a	Hospital bed days saved by rapid response caseload during the month 65+ (IV Community)
3b	Hospital bed days saved by rapid response during the month 65+ (IV Hospital)
4	Hospital bed days saved by rapid response (Starters from community excluding IV)
5	Discharge destination of Community for Urgent Community Response clients seen in the period. (ACT)

	Measure
6	Discharge destination of Hospital/ Residential for Urgent Community Response clients seen in the period. (ACT)
7	Number of Unscheduled care medical admissions for people aged 65+.
	Rate (per 1000) unscheduled care medical admissions for residents aged 65+.
8	Number of hospital acute bed days occupied by Bridgend resident patients aged 65+ who were originally admitted as an unscheduled care medical admission
9	Number of hospital post-acute bed days occupied by Bridgend resident patients aged 65+ who were originally admitted as an unscheduled care medical admission
10	28 day unplanned care readmission rates for residents aged 65+
11	Number of people discharged from Hospital via Reablement
NEW	Number of people supported in the community by Reablement (NEW STARTERS)
12	Number of clients who were admitted to bed-based reablement and have returned home.
13	Number of homecare starts. (65+)
14	Average hours of home care per service user per week. (Please note from 2020/21 this figure excludes Short Breaks and Extra Care)
15	Telequip Starters
16	Telequip Leavers
17	Number of referrals to CRT (65+)