

Dated 1st April, 2016

ROTHERHAM METROPOLITAN BOROUGH COUNCIL

and

NHS ROTHERHAM CLINICAL COMMISSIONING GROUP

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

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THIS AGREEMENT is made on 1ST day of April 2016.

PARTIES

- (1) **NHS ROTHERHAM CLINICAL COMMISSIONING GROUP** of Oak House, Moorhead Way, Bramley, Rotherham, S66 1YY (the "CCG")
- (2) **ROTHERHAM METROPOLITAN BOROUGH COUNCIL** Riverside House Main Street Rotherham S60 1AE (the "Council")

BACKGROUND

- (A) The Council has responsibility for commissioning and/or providing social care services pursuant to the Care Act (2014) on behalf of the population of the borough of Rotherham.
- (B) The CCG has the responsibility for commissioning health services pursuant to the NHS Act (2006) in the borough of Rotherham.
- (C) The Care Act 2014 amended the NHS Act 2006 to provide the legislative basis for the Better Care Fund. It allows for the mandate to NHS England to include specific requirements relating to the establishment and use of an integration fund.
- (D) The Better Care Fund has been established by the Government to provide funds to local areas to support the integration of health and social care and to seek to achieve the National Conditions and Local Objectives. It is a requirement of the Better Care Fund that the CCG and the Council establish a pooled fund for this purpose. The Partners wish to extend the use of pooled funds to include funding streams from outside of the Better Care Fund.
- (E) Section 75 of the 2006 Act gives powers to local authorities and clinical commissioning groups to establish and maintain pooled funds out of which payment may be made towards expenditure incurred in the exercise of prescribed local authority functions and prescribed NHS functions.
- (F) The purpose of this Agreement is to set out the terms on which the Partners have agreed to collaborate and to establish a framework through which the Partners can secure the future position of health and social care services through lead or joint commissioning arrangements. It is also the means through which the Partners will pool funds and align budgets as agreed between the Partners.
- (G) The aims and benefits of the Partners in entering in to this Agreement are to:
 - a) improve the quality and efficiency of the Services;
 - b) meet the National Conditions and Local Objectives;
 - c) drive integration between the Health and Social Care Economy;
 - d) make more effective use of resources through the establishment and maintenance of a pooled fund for revenue expenditure on the Services.
- (H) The Partners have jointly carried out consultations on the proposals for this Agreement with all those persons likely to be affected by the arrangements.
- (I) The Partners are entering into this Agreement in exercise of the powers referred to in Section 75 of the 2006 Act and/or Section 13Z(2) and 14Z(3) of the 2006 Act as applicable, to the extent that exercise of these powers is required for this Agreement.

1 DEFINED TERMS AND INTERPRETATION

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

1998 Act means the Data Protection Act 1998.

2000 Act means the Freedom of Information Act 2000.

2004 Regulations means the Environmental Information Regulations 2004.

2006 Act means the National Health Service Act 2006.

2014 Act means the Care Act 2014

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.

Approved Expenditure means any expenditure approved by the Partners in relation to an Individual Service above any Contract Price and Performance Payments.

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

BCF Executive Group means the partnership group with responsibility for overseeing the operational management of this Agreement and the schemes under it, as detailed in clause 19 and Schedule 2

BCF Guidance means such guidance in relation to the Better Care Fund as issued from time to time by the department of Health, the department of communities and local Government, NHS England or the Local Government Association either in concert or separately.

BCF Operational Group means the officer group with day to day responsibility for the overseeing of the operation of the schemes in the Better Care Fund Plan in support of the BCF Executive Group, as described in 'clause 19 and Schedule 2.

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

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

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

Commencement Date means 00:01 hrs on 1st April 2016.

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 Service User or his treatment or medical history;

- (b) the release of which is likely to prejudice the commercial interests of a Partner or the interests of a Service User respectively; or
- (c) which is a trade secret.

Contract Price means any sum payable to a Provider under a Service Contract as consideration for the provision of Services and which, for the avoidance of doubt, does not include any Default Liability or Performance Payment

Default Liability means any sum which is agreed or determined by Law or in accordance with the terms of a Services Contract) to be payable by any Partner(s) to the Provider as a consequence of (i) breach by any or all of the Partners of an obligation(s) in whole or in part) under the relevant Services Contract or (ii) any act or omission of a third party for which any or all of the Partners are, under the terms of the relevant Services Contract, liable to the Provider.

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

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

Force Majeure Event means one or more of the following:

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

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

Functions means the NHS Functions and the Health Related Functions

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.

Host Partner means for each Pooled Fund the Partner that will host the Pooled Fund and for each Aligned Fund the Partner that will host the Aligned Fund.

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

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 is agreed by the Partners to be included within this Agreement using the powers under Section 75.

Integrated Commissioning means arrangements by which both Partners commission Services in relation to an individual Scheme on behalf of each other is exercise of both the NHS Functions and Council Functions through integrated structures as set out in Schedule 4.

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 enforceable community right within the meaning of Section 2(1) European Communities Act 1972;
- (c) 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
- (d) any judgment of a relevant court of law which is a binding precedent in England.

Lead Commissioning Arrangements means the arrangements by which one Partner commissions Services in relation to an Individual Scheme on behalf of the other Partner in exercise of both the NHS Functions and the Council 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 NHS England Planning Guidance as are amended or replaced from time to time.

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

Non Pooled Fund means the budget detailing the financial contributions of 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 10.4.

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 CCG and the Council, and references to "**Partners**" shall be construed accordingly.

Performance Payment Arrangement means any arrangement agreed with a Provider and one of more Partners in relation to the cost of providing Services on such terms as agreed in writing by all Partners.

Performance Payments means any sum over and above the relevant Contract Price which is payable to the Provider in accordance with a Performance Payment Arrangement.

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 1998 Act.

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 8.2.

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

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

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

1st April to 30th June

1st July to 30th September

1st October to 31st December

1st January to 31st March

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

Regulations 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.

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

Services means such health and social care services as agreed from time to time by the Partners as commissioned under the arrangements set out in this Agreement and more specifically defined in each Scheme Specification, and as set out in Schedule 4.

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

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

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 Partnership Board.

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

- 1.2 In this Agreement, all references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made thereunder and any conditions attaching thereto. Where relevant, references to English statutes and statutory provisions shall be construed as references also to equivalent statutes, statutory provisions and rules of law in other jurisdictions.
- 1.3 Any headings to Clauses, together with the front cover and the index are for convenience only and shall not affect the meaning of this Agreement. Unless the contrary is stated, references to Clauses and Schedules shall mean the clauses and schedules of this Agreement.
- 1.4 Any reference to the Partners shall include their respective statutory successors, employees and agents.
- 1.5 In the event of a conflict, the conditions set out in the Clauses to this Agreement shall take priority over the Schedules.
- 1.6 Where a term of this Agreement provides for a list of items following the word "including" or "includes", then such list is not to be interpreted as being an exhaustive list.
- 1.7 In this Agreement, words importing any particular gender include all other genders, and the term "person" includes any individual, partnership, firm, trust, body corporate, government, governmental body, trust, agency, unincorporated body of persons or association and a reference to a person includes a reference to that person's successors and permitted assigns.
- 1.8 In this Agreement, words importing the singular only shall include the plural and vice versa.
- 1.9 In this Agreement, "staff" and "employees" shall have the same meaning and shall include reference to any full or part time employee or officer, director, manager and agent.
- 1.10 Subject to the contrary being stated expressly or implied from the context in these terms and conditions, all communication between the Partners shall be in writing.
- 1.11 Unless expressly stated otherwise, all monetary amounts are expressed in pounds sterling but in the event that pounds sterling is replaced as legal tender in the United Kingdom by a different currency then all monetary amounts shall be converted into such other currency at the rate prevailing on the date such other currency first became legal tender in the United Kingdom.
- 1.12 All references to the Agreement include (subject to all relevant approvals) a reference to the Agreement as amended, supplemented, substituted, novated or assigned from time to time.

2 TERM

- 2.1 This Agreement shall come into force on the Commencement Date.
- 2.2 Subject to Clause 2.3 and Clause 2.4 this Agreement shall continue for one year until 31st March 2017 (the "Initial Period").
- 2.3 Subject to Clause 2.4, the Partners may by agreement in writing extend this Agreement at any time during the period of the existing Agreement.
- 2.4 Where there is an obligation on the Partners under Law or BCF Guidance to have in place Pooled Fund arrangements in respect of the Better Care Fund, this Agreement shall continue in force until such time as such obligation ceases and either Partner has given notice to terminate under Clause 22 or the Partners agree alternative arrangements to meet the BCF Guidance and their statutory requirements.
- 2.5 The duration of each Individual Scheme shall be in line with this Agreement unless otherwise set out in the relevant Scheme Specification or agreed by the Partners.

3 GENERAL PRINCIPLES

3.1 Nothing in this Agreement shall affect:

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

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

3.2 The Partners agree to:

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

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

3.2.3 provide early information and notice about relevant problems.

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

4 PARTNERSHIP FLEXIBILITIES

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

4.1.1 Lead Commissioning Arrangements;

4.1.2 Integrated Commissioning;

4.1.3 Joint Commissioning

4.1.4 the establishment of one or more Pooled Funds

in relation to Individual Schemes (the "Flexibilities")

4.2 The Council delegates to the CCG and the CCG agrees to exercise, on the Council's behalf, the Health Related Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the NHS Functions.

4.3 The CCG delegates to the Council and the Council agrees to exercise on the CCG's behalf the NHS Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the Health Related Functions.

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

5 FUNCTIONS

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

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

- 5.3 Where the Partners add a new Individual Scheme to this Agreement a Scheme Specification for each Individual Scheme shall be completed and agreed between the Partners. The initial Scheme Specification is set out in Schedule 1.
- 5.4 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.
- 5.5 The introduction of any Individual Scheme will be subject to business case approval by the BCF Executive Group.

6 COMMISSIONING ARRANGEMENTS

Integrated Commissioning

- 6.1 Where there are Integrated Commissioning arrangements in respect of an Individual Scheme, both Partners shall work in co-operation and shall endeavour to ensure that the NHS Functions and Health Related Functions are commissioned with all due skill, care and attention.
- 6.2 Both Partners shall be responsible for compliance with and making payments of all sums due to a Provider pursuant to the terms of each Service Contract.
- 6.3 Both Partners shall work in cooperation and endeavour to ensure that the relevant Services as set out in each Scheme Specification are commissioned within each Partners Financial Contribution in respect of that particular Service in each Financial Year.
- 6.4 The Partners shall comply with the arrangements in respect of the Joint (Aligned) Commissioning as set out in the relevant Scheme Specification and as detailed in Schedule 4.
- 6.5 Each Partner shall keep the other Partners and the BCF Executive Group 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.
- 6.6 The BCF Executive Group will report back to the Health and Wellbeing Board as required by its Terms of Reference.
- 6.7 Staff in the integrated commissioning team may be made available under S113 of the Local Government Act 1972 to the Partner who is not their employer for the purposes of this Agreement, save that it is not intended that decision making power should be exercised by such employees on behalf of the other Partner.

Appointment of a Lead Commissioner

- 6.8 Where there are Lead Commissioning Arrangements in respect of an Individual Scheme the Lead Commissioner shall:
- 6.8.1 exercise the NHS Functions in conjunction with the Health Related Functions as identified in the relevant Scheme Specification;
- 6.8.2 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;
- 6.8.3 commission Services for individuals who meet the eligibility criteria set out in the relevant Scheme Specification;
- 6.8.4 contract with Provider(s) for the provision of the Services on terms agreed with the other Partners;

- 6.8.5 comply with all relevant legal duties and guidance of both Partners in relation to the Services being commissioned;
- 6.8.6 where Services are commissioned using the NHS Standard Form Contract, perform the obligations of the "Commissioner" and "Co-ordinating Commissioner" with all due skill, care and attention and where Services are commissioned using any other form of contract to perform its obligations with all due skill and attention;
- 6.8.7 undertake performance management and contract monitoring of all Service Contracts together with contract management and enforcement of contract conditions as necessary;
- 6.8.8 make payment of all sums due to a Provider pursuant to the terms of any Services Contract.
- 6.8.9 keep the other Partner and the BCF Executive Group 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.

7 ESTABLISHMENT OF A POOLED FUND

- 7.1 In exercise of their respective powers under Section 75 of the 2006 Act, the Partners have agreed to establish and maintain such pooled funds for revenue expenditure as set out in the Scheme Specifications.
- 7.2 Each Pooled Fund shall be managed and maintained in accordance with the terms of this Agreement.
- 7.3 It is agreed that the monies held in a Pooled Fund may only be expended on the following:
 - 7.3.1 the Contract Price;
 - 7.3.2 where the Council is to be the Provider, the Permitted Budget;
 - 7.3.3 performance Payments;
 - 7.3.4 the purchase of goods and services expressly contemplated in any Scheme;
 - 7.3.5 approved Expenditure as agreed by the Partners;
 - 7.3.6 capital expenditure as set out in any individual scheme.

("Permitted Expenditure")
- 7.4 The Partners may only depart from the definition of Permitted Expenditure to include or exclude other revenue expenditure with the express written agreement of the BCF Executive Group.
- 7.5 For the avoidance of doubt, monies held in the Pooled Fund may not be expended on Default Liabilities unless this is agreed by all Partners.
- 7.6 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:
 - 7.6.1 holding all monies contributed to the Pooled Fund on behalf of itself and the other Partners;
 - 7.6.2 providing the financial administrative systems for the Pooled Fund; and
 - 7.6.3 appointing the Pooled Fund Manager;

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

8 POOLED FUND MANAGEMENT

- 8.1 When introducing a Pooled Fund in respect of an Individual Scheme, the Partners shall agree:
- 8.1.1 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;
 - 8.1.2 which officer of the Host Partner shall act as the Pooled Fund Manager for the purposes of Regulation 7(4) of the Regulations.
- 8.2 The Pooled Fund Manager in respect of each Individual Service where there is a Pooled Fund shall have the following duties and responsibilities:
- 8.2.1 the day to day operation and management of the Pooled Fund;
 - 8.2.2 ensuring that all expenditure from the Pooled Fund is in accordance with the provisions of this Agreement and the relevant Scheme Specification;
 - 8.2.3 maintaining an overview of all joint financial issues affecting the Partners in relation to the Services and the Pooled Fund;
 - 8.2.4 ensuring that full and proper records for accounting purposes are kept in respect of the Pooled Fund;
 - 8.2.5 reporting to the BCF Executive Group and BCF Operational Group as required by the group and the relevant Scheme Specification;
 - 8.2.6 ensuring action is taken to manage any projected under or overspends relating to the Pooled Fund in accordance with this Agreement;
 - 8.2.7 preparing and submitting to the BCF Executive Group and BCF Operational Group quarterly reports (or more frequent reports if required by either Group) and an annual return about the income and expenditure from the Pooled Fund together with an annual report and other requirements as set out in Schedule 5, and such other information as may be required by the Partners and the BCF Executive and Operational Groups 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 as set out in schedule 9;
 - 8.2.8 preparing and submitting reports to the Health and Wellbeing Board as required by it including supplying the quarterly reports referred to in paragraph 8.2.7 above to the Health and Well Being Board.
- 8.3 In carrying out their responsibilities as provided under Clause 8.2 the Pooled Fund Manager shall have regard to the BCF Guidance and the recommendations of the BCF Executive Group and shall be accountable to the Partners.
- 8.4 The BCF Executive Group may agree to the viring of funds between Pooled Funds.

9 NON POOLED FUNDS

- 9.1 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 the relevant Scheme Specification. 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.

- 9.2 When introducing a Non Pooled Fund in respect of an Individual Scheme, the Partners shall agree:
- 9.2.1 which Partner if any shall host the Non-Pooled Fund;
 - 9.2.2 how and when Financial Contributions shall be made to the Non-Pooled Fund.
- 9.3 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.
- 9.4 Both Partners shall ensure that Services commissioned using a Non Pooled Fund are commissioned solely in accordance with the relevant Scheme Specification.
- 9.5 Where there are Joint (Aligned) Commissioning arrangements, both Partners shall work in cooperation and shall endeavour to ensure that:
- 9.5.1 the NHS Functions funded from a Non-Pooled Fund are carried out within the CCG Financial Contribution to the Non- Pooled Fund for the relevant Service in each Financial Year; and
 - 9.5.2 the Health Related Functions funded from a Non-Pooled Fund are carried out within the Council's Financial Contribution to the Non-Pooled Fund for the relevant Service in each Financial Year.

10 FINANCIAL CONTRIBUTIONS

- 10.1 The Financial Contribution of the CCG 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 the relevant Scheme Specification.
- 10.2 Financial Contributions will be determined according to National Conditions regarding Better Care Fund contributions. The Partners may wish to vary this in the future pursuant to the aims of the Pooled Fund, but may only do so with the agreement of the BCF Executive Group.
- 10.3 Financial Contributions will, subject to the BCF Guidance, be paid as set out in the each Scheme Specification.
- 10.4 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 the BCF Executive Group minutes and recorded in the budget statement as a separate item.
- 10.5 For the avoidance of doubt any charges received from Service Users shall be paid to the Council.

11 NON FINANCIAL CONTRIBUTIONS

- 11.1 The Scheme Specification shall set out non-financial contributions of each Partner including staff (including the Pooled Fund Manager), premises, IT support and other non-financial resources necessary to perform its obligations pursuant to this Agreement (including, but not limited to, management of service contracts and the Pooled Fund). Save as otherwise stated in the Scheme Specification, no charges shall be made in relation to non-financial contributions

12 RISK SHARE ARRANGEMENTS, OVERSPENDS AND UNDERSPENDS

Risk share arrangements

- 12.1 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. This is in line with the 2016/17 Better Care Fund Policy Framework; National Conditions to establish where

appropriate local risk-sharing agreement as part of contingency planning in the event of excess activity, with the balance spent on NHS commissioned out-of-hospital services, which may include a wide range of services including social care.

Overspends in Pooled Fund

- 12.2 Subject to Clause 12.3, the Host Partner for the relevant Pooled Fund shall manage expenditure from a Pooled Fund within the Financial Contributions and shall ensure that the expenditure is limited to Permitted Expenditure.
- 12.3 The Host Partner shall not be in breach of its obligations under this Agreement if an Overspend occurs PROVIDED THAT the only expenditure from a Pooled Fund has been in accordance with Permitted Expenditure and it has informed the BCF Executive Group in accordance with Clause 12.4.
- 12.4 In the event that the Pooled Fund Manager identifies an actual or projected Overspend the Pooled Fund Manager must ensure that the BCF Executive Group is informed as soon as reasonably possible and the provisions of the relevant Scheme Specification and Schedules 2 and 3 shall apply.

Overspends in Non Pooled Funds

- 12.5 Where in Joint Commissioning Arrangements either Partner forecasts an overspend in relation to a Partners Financial Contribution to a Non-Pooled Fund that Partner shall as soon as reasonably practicable inform the other Partner and the BCF Executive and Operational Groups.
- 12.6 Where there is a Lead Commissioning Arrangement the Lead Commissioner is responsible for the management of the Non-Pooled Fund. The Lead Commissioner shall as soon as reasonably practicable inform the other Partners and the BCF Executive and Operational Groups.

Underspend

- 12.7 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 the Partners shall agree how the surplus monies shall be spent, carried forward and/or returned to the Partners. Such arrangements shall be subject to the Law and the Standing Orders and Standing Financial Instructions (or equivalent) of the Partners and the terms of [any](#) Performance Payment Arrangement.

13 CAPITAL EXPENDITURE

- 13.1 Where capital expenditure forms part of the Pooled Fund it shall be identified and accounted for separately from revenue expenditure and treated in accordance with any specified grant funding conditions. Capital funding cannot be used to finance revenue expenditure, however, revenue funding may be used to fund capital expenditure if in agreement with the BCF Executive Group and is in compliance with the Hosts Financial Regulations and Standing Orders and recommended accounting codes of practice.
- 13.2 Any capital asset acquired from the Pooled Funds shall be the property of the Council, who shall be responsible for it.

14 VAT

The Partners shall agree the treatment of the Pooled Fund for VAT purposes in accordance with any relevant guidance from HM Customs and Excise. In principle where the pooled fund is hosted by the Council the Council regime shall apply, and where the pooled fund is hosted by the CCG, the NHS VAT regime shall apply.

15 AUDIT AND RIGHT OF ACCESS

- 15.1 All Partners shall promote a culture of probity and sound financial discipline and control. The Host Partner shall arrange for the audit of the accounts of the relevant Pooled Fund and shall require the appropriate person or body appointed to exercise the functions of the Audit Commission under section 28(1)(d) of the Audit Commission Act 1998, by virtue of an order made under section 49(5) of the Local Audit and Accountability Act 2014 to make arrangements to certify an annual return of those accounts under Section 28(1) of the Audit Commission Act 1998.
- 15.2 All internal and external auditors and all other persons authorised by the Partners will be given the right of access by them to any document, information or explanation they require from any employee, member of the Partner in order to carry out their duties in accordance with the specification of requirements set out at Schedule 10. 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.

16 LIABILITIES AND INSURANCE AND INDEMNITY

- 16.1 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 the Services Contract then the Other Partner shall be liable to the First Partner for that Loss and shall indemnify the First Partner accordingly.
- 16.2 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 BCF Executive Group.
- 16.3 If any third party makes a claim or intimates an intention to make a claim against either Partner, which may reasonably be considered as likely to give rise to liability under this Clause 16. the Partner that may claim against the other indemnifying Partner will:
- 16.3.1 as soon as reasonably practicable give written notice of that matter to the Other Partner specifying in reasonable detail the nature of the relevant claim;
 - 16.3.2 not make any admission of liability, agreement or compromise in relation to the relevant claim without the prior written consent of the Other Partner (such consent not to be unreasonably conditioned, withheld or delayed);
 - 16.3.3 give the Other Partner and its professional advisers reasonable access to its premises and personnel and to any relevant assets, accounts, documents and records within its power or control so as to enable the Indemnifying Partner and its professional advisers to examine such premises, assets, accounts, documents and records and to take copies at their own expense for the purpose of assessing the merits of, and if necessary defending, the relevant claim.
- 16.4 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.
- 16.5 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.

17 STANDARDS OF CONDUCT AND SERVICE

- 17.1 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).

- 17.2 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.
- 17.3 The CCG is subject to the CCG Statutory Duties and these incorporate a duty of clinical governance, which is a framework through which they are accountable for continuously improving the quality of its services and safeguarding high standards of care by creating an environment in which excellence in clinical care will flourish. This Agreement and the operation of the Pooled Funds are therefore subject to ensuring compliance with the CCG Statutory Duties and clinical governance obligations.
- 17.4 The Partners are committed to an approach to equality and equal opportunities as represented in their respective policies. The Partners will maintain and develop these policies as applied to service provision, with the aim of developing a joint strategy for all elements of the service.

18 CONFLICTS OF INTEREST

The Partners shall comply with their agreed policies for identifying and managing conflicts of interest as set out in Schedule 7.

19 GOVERNANCE

- 19.1 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.
- 19.2 The Partners have established a BCF Executive Group to manage and give oversight to the delivery of the BCF plan:
- 19.3 Its role is as follows:
- monitor delivery of the Better Care plan through quarterly meetings;
 - ensure performance targets are being met;
 - ensure schemes are being delivered and additional action put in place where the plan results in unintended consequences;
 - make decisions relating to delivery of the plan;
 - report directly to the Health and Wellbeing board on a quarterly basis .
- 19.4 The BCF Executive Group is based on a joint working group structure. Each member 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 BCF Executive Group to carry out its objectives, roles, duties and functions as set out in this Clause 19 and Schedule 2.
- 19.5 The terms of reference of the BCF Executive Group shall be as set out in Schedule 2.
- 19.6 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.
- 19.7 The BCF Executive Group shall be responsible for the overall approval of the Individual Services, ensuring compliance with the Better Care Fund Plan and the strategic direction of the Better Care Fund.

19.8 The BCF Operational Group shall be responsible for the day to day oversight of the BCF workplan, as set out in Schedule 2.

19.9 The BCF Operational Group shall ensure that the service lead for each service within the Better Care Fund Plan reports on a monthly basis on the performance of the services working to the requirements of the BCF Executive Group guidelines, and the requirements of NHS England and the BCF guidance.

20 REVIEW

20.1 Save where the BCF Executive Group agree alternative arrangements (including alternative frequencies) the Partners shall undertake an annual review (“**Annual Review**”) of the operation of this Agreement, any Pooled Fund, Non Pooled Fund and Aligned Fund and the provision of the Services within 3 Months of the end of each Financial Year.

20.2 Subject to any variations to this process required by the BCF Executive Group, Annual Reviews shall be conducted in good faith and, where applicable, in accordance with the governance arrangements set out in Schedule 2.

20.3 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. A copy of this report shall be provided to the BCF Executive Group.

20.4 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.

21 COMPLAINTS

The Partners’ own complaints procedures shall apply to this Agreement. The Partners agree to assist one another in the management of complaints arising from this Agreement or the provision of the Services.

22 TERMINATION & DEFAULT

22.1 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 of the obligations on the parties to maintain a Better Care Fund.

22.2 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.

22.3 If any Partner (“Relevant Partner”) fails to meet any of its obligations under this Agreement, the other Partners (acting jointly) may by notice require the Relevant Partner to take such reasonable action within a reasonable timescale as the other Partners 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.

22.4 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 12, 15, 16, 21, 22 25, 26, 27, 28, 32, 33, 37 and 39.

22.5 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.

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

- 22.6.1 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;
- 22.6.2 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;
- 22.6.3 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.
- 22.6.4 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.
- 22.6.5 the BCF Operational Group 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
- 22.6.6 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.
- 22.7 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).

23 DISPUTE RESOLUTION

- 23.1 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.
- 23.2 The Authorised Officers selected by the BCF Executive Group shall meet in good faith as soon as possible and in any event within seven (7) days of notice of the dispute being served pursuant to Clause 23.1, at a meeting convened for the purpose of resolving the dispute.
- 23.3 If the dispute remains after the meeting detailed in Clause 23.2 has taken place, the council's Director of Adult Care and Housing and the CCG's Accountable officer 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.
- 23.4 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 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.

- 23.5 The mediation shall commence within twenty (20) Working Days of the Mediation Notice being served. Neither Partner will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one (1) hour. Thereafter, paragraph 14 of the Model Mediation Procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the Partners). The Partners will co-operate with any person appointed as mediator, providing him with such information and other assistance as he shall require and will pay his costs as he shall determine or in the absence of such determination such costs will be shared equally.
- 23.6 Nothing in the procedure set out in this Clause 23 shall in any way affect either Partner's right to terminate this Agreement in accordance with any of its terms or take immediate legal action.

24 FORCE MAJEURE

- 24.1 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.
- 24.2 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.
- 24.3 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.
- 24.4 If the Force Majeure Event continues for a period of more than sixty (60) days, subject to Clause 22.1 either Partner shall have the right to terminate the Agreement by giving fourteen (14) days written notice of termination to the other Partner. For the avoidance of doubt, no compensation shall be payable by either Partner as a direct consequence of this Agreement being terminated in accordance with this Clause.

25 CONFIDENTIALITY

- 25.1 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:
- 25.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date; and
- 25.1.2 the provisions of this Clause 25 shall not apply to any Confidential Information which:
- (a) is in or enters the public domain other than by breach of the Agreement or other act or omission of the Recipient; or
- (b) is obtained by a third party who is lawfully authorised to disclose such information.
- 25.2 Nothing in this Clause 25 shall prevent the Recipient from disclosing Confidential Information where it is required to do so in fulfilment of statutory obligations or by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law.

25.3 Each Partner:

- 25.3.1 may only disclose Confidential Information to its employees and professional advisors to the extent strictly necessary for such employees to carry out their duties under the Agreement; and
- 25.3.2 will ensure that, where Confidential Information is disclosed in accordance with Clause 25.3.1, the recipient(s) of that information is made subject to a duty of confidentiality equivalent to that contained in this Clause 25;
- 25.3.3 shall not use Confidential Information other than strictly for the performance of its obligations under this Agreement.

26 FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS

- 26.1 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.
- 26.2 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.
- 26.3 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.

27 OMBUDSMEN

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

28 INFORMATION SHARING

The Partners will follow the Information Governance Protocol set out in Schedule 8, and in so doing will ensure that the operation of this Agreement complies with Law, in particular the 1998 Act.

29 NOTICES

- 29.1 Any notice to be given under this Agreement shall either be delivered personally or sent by facsimile or sent by first class post or electronic mail.
- 29.2 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:
 - 29.2.1 personally delivered, at the time of delivery;
 - 29.2.2 sent by facsimile, at the time of transmission;
 - 29.2.3 posted, at the expiration of forty eight (48) hours after the envelope containing the same was delivered into the custody of the postal authorities; and
 - 29.2.4 if sent by electronic mail, at the time of transmission and a telephone call must be made to the recipient warning the recipient that an electronic mail message has been sent to him (as evidenced by a contemporaneous note of the Partner sending the notice) and a hard copy of such notice is also sent by first class recorded delivery post (airmail if overseas) on the same day as that on which the electronic mail is sent.

29.3 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 facsimile was transmitted on a tested line or that the correct transmission report was received from the facsimile machine sending the notice, or that the electronic mail was properly addressed and no message was received informing the sender that it had not been received by the recipient (as the case may be).

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

29.4.1 to the Council, addressed to

Mr Graeme Betts
Interim Director of Adult Care and Housing
Riverside House
Main Street
Rotherham
S60 1AE
Tel: 01709 823928
E-mail: Graeme.betts@rotherham.gov.uk

29.4.2 to the CCG, addressed to

Mr Christopher Edwards,
Chief Officer NHS Rotherham CCG Oak House,
Moorhead Way,
Bramley,
Rotherham
S66 1YY
Tel: 01709 302009
Email: chris.edwards@rotherhamccg.nhs.uk

30 VARIATION

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.

31 CHANGE IN LAW

31.1 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.

31.2 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.

31.3 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.

32 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.

33 SEVERANCE

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

34 ASSIGNMENT AND SUB CONTRACTING

The 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.

35 EXCLUSION OF PARTNERSHIP AND AGENCY

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

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

35.2.1 act as an agent of the other;

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

35.2.3 bind the other in any way.

36 THIRD PARTY RIGHTS

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

37 ENTIRE AGREEMENT

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

37.2 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.

38 COUNTERPARTS

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

39 GOVERNING LAW AND JURISDICTION

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

39.2 Subject to Clause 23 (Dispute Resolution), the 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).

Signed on behalf of the ROTHERHAM
METROPOLITAN BOROUGH COUNCIL

Authorised signatory

Signed for on behalf of the
NHS ROTHERHAM CLINICAL
COMMISSIONING GROUP

Authorised signatory

SCHEDULE 1 OVERARCHING SCHEME SPECIFICATION

Part 1 – Better Care Fund Schemes

Unless the context otherwise requires, the defined terms used in this Schedule shall have the meanings set out in the Agreement. Further RCCG means the CCG and RMBC means the Council

1 Introduction

- 1.1 The Rotherham Health and Wellbeing Strategy (2015-18) sets out Rotherham's overarching vision to improve health and well-being, enabling people to live fulfilling lives, to be actively engaged in their community and reduce health inequalities in the borough. Through the strategy, the Health and Wellbeing Board has made a commitment to ensure the commissioning and delivery of services which are more integrated, person-centred, provide high quality care and are accessible to all people and which will work to improve health outcomes for local people.
- 1.2 The Better Care Fund Plan contributes to 4 of the strategic aims of the local Health and Wellbeing Strategy. In particular Aim 3 & 4 as described below:
- 1.2.1 Aim 1 All children get the best start in life;
 - 1.2.2 Aim 2 Children and young people achieve their potential and have a healthy adolescence and adulthood;
 - 1.2.3 Aim 3 All Rotherham people enjoy the best possible mental health and wellbeing and have a good quality of life, and;
 - 1.2.4 Aim 4 Healthy life expectancy is improved for all Rotherham people and the gap in life expectancy is reducing.
- 1.3 The strategy sets out clear priorities which will be delivered through Rotherham's total place spending which is expressed in detail in the commissioning plans of the Council, Public Health and Rotherham CCG of the Better Care Fund Plan.
- 1.4 The full Health and Wellbeing strategy is available at:
http://www.rotherham.gov.uk/hwp/downloads/file/4/rotherham_borough_joint_health_and_wellbeing_strategy_2015-18
- 1.5 Rotherham has been successful in achieving a 16% reduction in non-elective admissions to hospital over the last 5 years (and enabled a substantial investment in additional community services).
- 1.6 The Rotherham BCF Plan is well-aligned with the population needs and schemes will focus on improving the integration of health and social care services, supporting better customer and patient outcomes through more streamlined working and through delivering person centred care to improve the customer and patient experience.
- 1.7 The Better Care Fund Action Plan brings together 33 schemes that are identified under 7 themes which are key to delivering the overall Health and Well-Being Strategy. These schemes have been initiated and supported by the Better Care Fund, and comprise a large component of the innovative schemes that partners in Rotherham are developing to improve the delivery and efficiency of community care. Additional investments of £1million have been added to the Better Care Fund for 2016/17, giving a total investment of £24.323m for all 33 schemes. The increase in investment has been predominantly in Mental Health, Falls and Intermediate Care. The 7 themes identified are as follows;
- Theme 1: Mental Health
 - Theme 2: Rehabilitation, Reablement and Intermediate Care
 - Theme 3: Supporting Social Care

Theme 4: Case Management and Integrated Care Planning
 Theme 5: Supporting Carers
 Theme 6: Infrastructure
 Theme 7: Risk Pool

Particulars of the schemes are set out in part 2 of this Schedule. The amount receivable by the Council for the Disabled Facilities Grant of £2.119m is included in this agreement.

2 Pooled fund structure

2.1 In meeting its duties and responsibilities to develop a pooled arrangement to support the BCF Plan, the Partners and Rotherham Health and Wellbeing Board has agreed the establishment of the following pooled arrangements:

2.1.1 Pool 1; Hosted by the CCG; Value of £10.952m; for all Themes excluding Theme 2 Rehabilitation, Reablement and Intermediate Care

2.1.2 Pool 2; Hosted by RMBC; Value of £13.323m; for Theme 2 Rehabilitation, Reablement and Intermediate Care including jointly commissioned integrated services and Capital Disabled Facilities Grants

		ADDITIONAL INVESTMENT			Pool 1 Pool 2 ALLOCATION OF POOLED BUDGETS			
THEME		2015/16 BCF	RMBC	RCCG	2016/17 BCF PLAN	RCCG POOL	RMBC POOL	TOTAL
		£000s	£000s	£000s	£000s	£000s	£000s	£000s
1	MENTAL HEALTH SERVICES	375		471	846	846		846
2	REHABILITATION AND REABLEMENT	12,532	166	482	13,180		13,180	13,180
3	SUPPORTING SOCIAL CARE	2,982			2,982	2,982		2,982
4	CASE MANAGEMENT AND INTEGRATED CARE PLANNING	4,842		254	5,096	5,096		5,096
5	SUPPORTING CARERS	670	50		720	720		720
6	INFRASTRUCTURE (including Care Act)	499		500	999	999		999
7	RISK POOL	1,416		(916)	500	500		500
TOTAL		23,316	216	791	24,323	11,143	13,180	24,323

OVERVIEW OF SERVICES INCLUDED IN THE TOTAL BCF POOLED BUDGETS

The host partner for Pool 1 is NHS Rotherham CCG, and the pooled fund manager is Keely Firth, Chief Finance Officer

The host partner for Pool 2 is the Council and the pooled fund manager is Mark Scarrott, Finance Manager, Adult Social Care and Housing

3 AIMS AND OUTCOMES

3.1 The aim of this partnership agreement is to provide integrated services for people within Rotherham by:

- 3.1.1 providing a community based occupational therapy service for people living in their own homes (DH Guidance Occupational Therapy in Adult Social Care in England, 2008);
- 3.1.2 providing an Integrated Local Equipment Service (HSC 2001/008:LAC (2001)13) and DH Guide to Integrating Community Equipment Services, 2001);
- 3.1.3 providing an integrated intermediate care service for Rotherham (HSC 2001/1: LAC(2001)1) and DH Intermediate Care: Halfway Home (2009);
- 3.1.4 providing a service which effectively assesses and provides Disabled Facilities Grants (Housing Grants, Construction and Regeneration Act, 1996);
- 3.1.5 providing a falls service (National Service Framework for Older People in England 2001);
- 3.1.6 providing a comprehensive adult and older people's mental health liaison service for all people who self-refer or who are referred urgently to The Rotherham NHS Foundation Trust and Accident and Emergency department;
- 3.1.7 establishing a community rapid Response team;
- 3.1.8 developing a 7 day discharge support scheme (national condition of BCF);
- 3.1.9 developing information technology solutions to share service user and patient information amongst health and social care practitioners (national condition of BCF);
- 3.1.10 developing better methods for improving the health and wellbeing of people with long term conditions through social prescribing;
- 3.1.11 improving support to individuals seeking to take on personal health or care budgets;
- 3.1.12 investing in out-of-hospital commissioned services (national condition of BCF);
- 3.1.13 developing a joint local plan for Delayed Transfers of Care (DTOC) (national condition of BCF);
- 3.1.14 providing joint assessments and care planning (national condition of BCF).

3.2 Outcomes from this agreement is to establish services which will:-

- 3.2.1 prevent admission and reduce risk of re-admissions to hospital;
- 3.2.2 prevent admission to a care home;
- 3.2.3 reduce length of stay in hospital;
- 3.2.4 promote safe effective and timely discharge;
- 3.2.5 prevent falls and/or to reduce the impact of a fall;
- 3.2.6 extend provision of 7 days services to facilitate hospital discharge;
- 3.2.7 increase levels of quality of life, physical and mental health, wellbeing and independence at home;
- 3.2.8 receive rehabilitation services in residential, community or day settings;
- 3.2.9 increase resilience and support self-management by empowering individuals, families, carers and communities;
- 3.2.10 improve patient and customer satisfaction by providing more integrated services;
- 3.2.11 provide good quality end-of-life care to enable a person to die in their preferred place of choice.

- 3.3 The BCF Executive Group through the BCF Plan 2016-17 has identified the following priorities for 2016-19;
- 3.3.1 a single point of access into health and social care services;
 - 3.3.2 integrated health and social care teams;
 - 3.3.3 development of preventative services that support independence;
 - 3.3.4 reconfiguration of the home enabling service and strengthening of the seven day social work offer;
 - 3.3.5 a reablement hub incorporating intermediate care;
 - 3.3.6 an integrated carers support service;
 - 3.3.7 a multi-disciplinary rapid response service;
 - 3.3.8 a single health and social care plan for people with long term conditions;
 - 3.3.9 a joint approach to care home support;
 - 3.3.10 a shared approach to delayed transfers of care (DTOC).

4 THE ARRANGEMENTS

- 4.1 Prior to this agreement a high level service review took place to explore where and how the services could most appropriately be aligned with each other and with similar services provided by the Council, the CCG and other partners or organisations. The services now specified within these schedules reflect the initial findings of the service review; further in-depth reviews will take place during the life of this agreement.
- 4.2 The services have a long history of effective joint commissioning and service provision. Delegated responsibility for services will be considered as part of the review process as it is clear that with further discussion and potential development, there may be benefits to patients and service users, and service efficiencies to be gained from further consolidating and developing and integrating services.

5 FUNCTIONS

- 5.1 The Health Related Functions and the NHS functions shall be delivered through the fund, to the extent relevant and as set out within the BCF plan.

6 PERSONS ELIGIBLE TO BENEFIT

- 6.1 Services commissioned by the CCG shall be commissioned for the benefit of individuals for whom in relation to that service the CCG is the responsible commissioner; for services commissioned by the Council, the services shall be commissioned for the benefit of individuals who are ordinarily resident in the Borough of Rotherham.
- 6.2 The CCG and the Council shall each liaise with any relevant neighbouring authority or CCG in respect of individuals who are the responsibility of either the CCG or the Council but not both.
- 6.3 The CCG and the Council shall apply such relevant eligibility criteria for access to services as are appropriate for the service in the light of their statutory duties.

Part 2 - FINANCE

Financial Principles

- The Council and the CCG will make defined contributions to the costs incurred by the Council through deployment of the BCF monies as set out in this section. Financial resources in subsequent years will be reviewed and determined in accordance with the Agreement.

CCG Pool 1 Funding 2016-17

	RCCG Hosted Pool
	£000
Theme 1 Mental Health	
Adult Mental Health Liaison	846
Theme 3 Supporting Social Care	
Direct Payments	1,643
Residential Care	274
Learning Disability Services	1,065
Total	2,982
Theme 4 Case Management and Integrated Care Planning	
GP Case Management	2,145
Care Home Support Service	315
Death in Place of Choice	788
Otago Exercise Programme	20
Social Prescribing	750
Social Work Support (A&E, Case management, Supported Discharge)	1,078
Total	5,096
Theme 5 Supporting Carers	
Day Care Services	350
Carers Centre	100
Carers Support Service	200
Reablement – Crossroads	70
Total	720
Theme 6 Infrastructure	
Joint Commissioning Team	49
IT to support Comm Trans	250
Care Act Implementation	700
Total	999
Contingency Fund	500
Overall Total	11,143

RMBC Pool 2 Funding 2016-17

	RCCG Hosted Pool
	£000
Theme 2 Rehabilitation, Reablement and Intermediate Care	
Home Improvement Agency	75
PSS Adult Services Capital Grant	0
Falls Service	427
Home Enabling Services	1,556
2 SSO reviewing officers to fast track assessments during reablement	98
Community Stroke Service	175
Community Neuro Rehab	151
Breathing Space	2,224
Expert Patient Programme	50
REWS	804
Community OT	753
Disabled Facilities Grant	2,119
Age UK Hospital Discharge	158
Stroke Association Service	50
Stroke Social Work Support	27
Intermediate Care Pool	4,513
Total	13,180

Non-Financial Principles

- 2 Non-financial contributions to the Schemes are confined to current support for joint and integrated commissioning arrangements as detailed in Schedule 4. These will continue with no charges being made to the pooled fund.

Lead Officers

- 3 The table below provides lead officers contact details;

Partner	Name of Lead Officer	Address	Telephone Number	Email Address
Council	Mr Graeme Betts Interim Director of Adult Care and Housing	Rotherham Metropolitan Borough Council, Riverside House, Main Street Rotherham S601AE	01709 823928	graeme.betts@rotherham.gov.uk
CCG	Mr Christopher Edwards Chief Officer	NHS Rotherham CCG, Oak House, Moorhead Way, Bramley Rotherham S66 1YY	01709 302009	Chris.edwards@rotherhamccg.nhs.uk

- 4 The CCGs base contribution for 2016/17 will be £20.437m and the Council's base contribution (net budget) will be £3.886m.
- 5 In the event that the partners agree to extend this agreement, there will be no automatic annual uplift to the amounts stated in this agreement for any subsequent year. Any uplift to these figures will be determined by both partners as part of the annual budget setting process
- 6 It is expected that the Pool Managers will manage the Agreement within the approved budget for each financial year. Any proposed expenditure over and above the approved budget must be agreed in writing by the Chief Finance Officer of the CCG and the Strategic Director of Finance and Customer Services of the Council prior to any expenditure being incurred. Any overspend in the pooled funds shall be subject to the risk share agreement (Schedule 3) in the first instance. If all appropriate options in this agreement have been explored it will need to be jointly agreed with the Chief Finance Officer of the CCG and the Strategic Director of Finance and Customer Services of the Council that the overspend be borne in equal shares and may, subject to any National conditions applying in any subsequent year, be deducted from the following year's contribution of both the CCG and the Council to the Pooled Fund.
- 7 Any underspending in one year will be refunded to each partner based on percentage contribution to the pooled budget, subject always to the powers of the parties to make grants to each other outside the terms of this agreement.
- 8 The NHS maintains national, regional and local levies (covering, for example, staff training, research and development and clinical audit) that are resourced from the Rotherham Clinical Commissioning Group allocations prior to setting a Resource Limit. Accordingly, the Council will not be required to contribute to such levies. The Rotherham Clinical Commissioning Group will assist the Council to access these resources in the same manner as an NHS commissioner.

Payment Terms

- 9 The timing of payment shall be agreed annually in writing between the Chief Finance Officer of the Rotherham Clinical Commissioning Group and the Strategic Director of Finance and Customer Services of the Council in accordance with guidance as to the payment of contributions issued by the SOSH.
- 10 In the absence of any Agreement:-
 - 10.1 The Council will invoice the Rotherham Clinical Commissioning Group on account one quarter of the estimated annual costs of the schemes on the first day of April, July, October and January each year.
 - 10.2 The Council will invoice the Rotherham Clinical Commissioning Group within 30 days of the month end for employee costs incurred in respect of all attached employees and any other goods and services.
 - 10.3 Each party shall provide such accounting information as may be required for the preparation of accounts and audit as may be required both during and at the end of each financial year recognising the need to ensure that both the Council and the CCG meet their specific financial reporting deadlines.
 - 10.4 The Council and the CCG will pay invoices within 30 days of receipt.

Information

- 11 The CCG and the Council will provide all data required to assist with performance management of the service in a form approved by the BCF Operational Group and the BCF Executive Group and in accordance with the BCF Guidance.
- 12 The governance arrangements applicable to each individual scheme are set out in Schedule 2, Governance.

SCHEDULE 2 – GOVERNANCE

The actions within our BCF plan demonstrate the commitments of both the Council and CCG for transforming services and working in a more integrated way for the benefit of Rotherham people. This Partnership Framework Agreement further consolidates this commitment, and demonstrates our resolve to work in a transparent and integrated way.

Using the governance framework set out below all partners will monitor the BCF plan effectively ensuring plans are delivered through each of the 33 schemes.

The CCG and RMBC have co-terminus boundaries which supports the delivery of good governance. The BCF plan was produced through effective governance mechanisms which have been reviewed and updated to facilitate the implementation and delivery of the BCF plan.

These mechanisms are known and agreed with all partners within the health and social care sector in Rotherham, and there is a commitment from all, including TRFT and RDaSH to work within the governance framework.

1. GOVERNANCE ARRANGEMENTS

The Health and Wellbeing Board will have overall accountability for the delivery of BCF plan, and for the operation of the delivery of this Section 75 Partnership Framework Agreement they will:

- monitor performance against the BCF Metrics (National/Local) and receive exception reports on the BCF action plan;
- agree the Better Care Fund Commissioning Plan;
- agree decisions on commissioning or decommissioning of services, in relation to the BCF.

The framework below demonstrates the decision making structure and how the BCF plan will be delivered.

The management and oversight of the delivery of the BCF plan has been delegated to the BCF Executive Group, chaired by the HWB chair and including senior representatives from both the council and CCG.

The purpose of the BCF Executive Group is to:

- monitor delivery of the Better Care Plan through quarterly meetings;
- monitor the delivery of the programme of 'Service Reviews';
- monitor performance against the BCF Metrics (National/Local) to ensure they are being met;
- extra-ordinary meetings (where required) to fulfil NHS England requirements;
- ensure schemes are being delivered and additional action is put in place where the plan results in any unintended consequences;
- make strategic decisions relating to the delivery of the plan;
- Report directly to the HWB on a quarterly basis.

BCF Executive Group

The membership of the BCF Executive will be as follows:

- members of the RCCG: Members to include the Accountable Officer, and Accountable Financial Officer;
- members of the Council: Members to include the Accountable Officer, and Accountable Financial Officer;
- the Council or the CCG may elect or delegate a deputy to attend on their behalf. Deputising arrangements to be notified to the other members in advance of any meeting.

Role of BCF Executive Group

The BCF Executive Group shall:

- provide strategic direction on the individual schemes;
- receive the financial and activity information for the Better Care Fund;
- review the operation of this Agreement and performance manage the individual schemes;
- agree such variations to this Agreement from time to time as it thinks fit;
- review and agree annually a risk assessment;
- review and agree annually revised schedules as necessary;
- 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;
- review and agree recommendations from the Operational Group;
- receive reports from the system resilience group, providing information on the management of non-elective admissions.

The BCF Executive Group is supported by the BCF Operational Group, which is made up of the identified lead officers for each of the BCF actions within the plan, plus other supporting officers from the Council and CCG. The BCF Operational Group meets on a 6 weekly basis and reports directly to the BCF Executive Group.

The BCF Operational Group role is to:

- ensure implementation of the BCF action plan;
- implement and monitor the performance management framework;
- deal with operational issues, escalating to the BCF Executive where needed;
- make recommendations in relation to the commissioning arrangements of any individual or multiple scheme on the basis of the 'Service Review' process to the BCF Executive Group.

The BCF Operational Group shall

- receive 6 weekly reports on each scheme on its activity and finance information;
- receive regular updates and monitor progress of the identified 'Service Reviews' through the life of this Agreement;

- discuss and agree with each scheme operational changes or enhancements to improve patients experiences, and ensure financial and activity targets are met;
- discuss and develop operational options in the event of under or overspending or underachievement of performance related element of the Agreement.

The roles of the System Resilience Group, The Adult Social Care Development Board and other equivalent groups shall be to:-

- monitor and manage performance of a service (or group of services) which may be operating wholly or partly as a BCF scheme; or may be a service (or groups of services) that is not a BCF scheme, but has a significant impact on BCF metrics;
- monitor and manage performance in meeting the BCF targets for preventing emergency non-elective admissions to hospital;
- make operational decisions which ensures BCF metrics are delivered to time and to target, making recommendations to the BCF Executive Group and BCF Operational Group as appropriate;
- co-ordinate BCF and non-BCF services, to ensure integration within and between inpatient, community and third sector health and social care;
- take responsibility for setting and meeting ambitious targets for increasing levels of customer satisfaction with their health and social care services.

BCF Executive Support

The BCF Executive Group and BCF Operational Group will be supported by officers from the Partners from time to time.

2 MEETINGS

- 2.1 The BCF Executive Group will meet quarterly at a time to be agreed within 30 days following receipt of each quarterly report from each Pooled Fund Manager.
- 2.2 The quorum for meetings of the BCF Executive Group shall be a minimum of one representative from each of the Partner organisations with a minimum of two members of the group present.
- 2.3 The BCF Operational Group meets on a six weekly basis. Quorum for these meetings will be a minimum of four representatives from each of the schemes with at least two representatives from each organisation present
- 2.4 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.
- 2.5 Minutes of all decisions shall be kept and copied to the Authorised Officers within seven (7) days of every meeting.

3 DELEGATED AUTHORITY

- 3.1 The BCF Executive Group 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:
 - 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

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

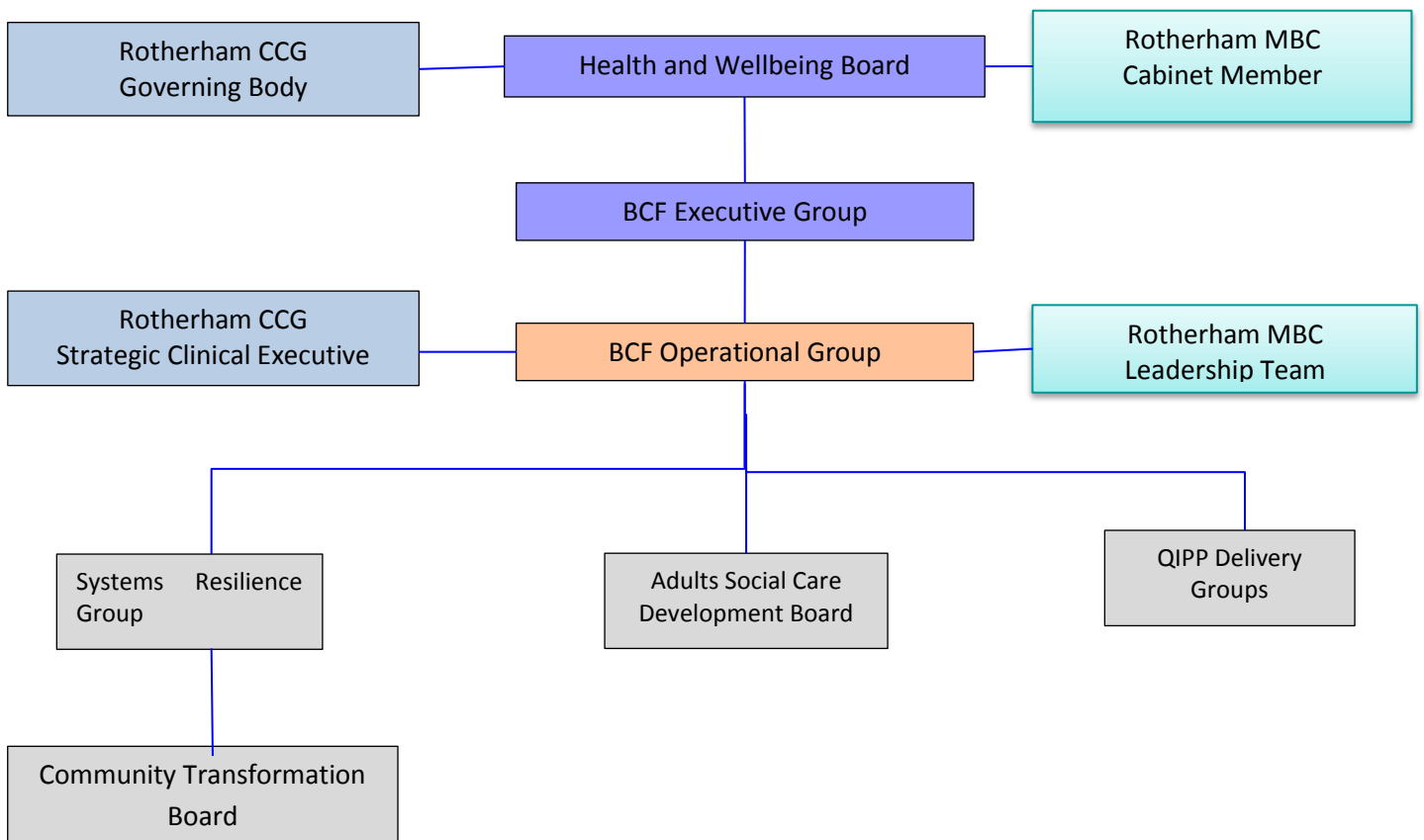
4 INFORMATION AND REPORTS

4.1 Each Pooled Fund Manager shall supply to the BCF Executive Group on a Quarterly basis the financial and activity information as required under the Agreement.

5 POST-TERMINATION

5.1 The BCF Executive Group 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.

BCF Governance - Reporting Structure



**ROTHERHAM METROPOLITAN BOROUGH COUNCIL ADULT CARE AND HOUSING
ROTHERHAM CLINICAL COMMISSIONING GROUP BETTER CARE FUND (BCF)**

BCF EXECUTIVE GROUP

Purpose of the Executive Group

The purpose of the BCF Executive Group is to take responsibility for the delivery of the Better Care Fund plan for Rotherham; the strategic operation and delivery of the Framework Partnership Agreement; and to make recommendations for the strategic direction and management of the Better Care Fund to the Health and Wellbeing Board (HWB).

Functions of the Executive Group

- Take responsibility for the fund's feasibility, business plan and achievement of outcomes;
- Defining and realising benefits and budgetary strategy
- Monitor delivery of the Better Care Plan through quarterly meetings
- Ensure performance targets are being met
- Ensure schemes are being delivered and additional action put in place where the plan results in unintended consequences
- Undertake an annual review (“**Annual Review**”) of the operation of this Agreement
- Undertake or arrange to be undertaken a review of each Pooled Fund, Non Pooled Fund and Aligned Fund and the provision of the Services within 3 Months of the end of each Financial Year.
- Arrange or oversee the production of a joint annual report- to be presented to the Executive Group within 20 Working Days of the presentation of the annual review ensure the fund's scope aligns with the requirements of the stakeholder groups;
- Address any issue that has major implications for the fund;
- Keep the fund scope under control as emergent issues force changes to be considered;
- Reconcile differences in opinion and approach, and resolve disputes arising from them;
- Report quarterly to HWB, and
- Take responsibility for any corporate issues associated with the fund.

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.

The role of the individual members of the BCF Executive Group Fund Board includes:

- Understand the strategic implications and outcomes of initiatives being pursued through fund outputs;
- Appreciate the significance of the fund for stakeholders and ensure the requirements of stakeholders are met by the fund's outputs;
- Be an advocate for the fund's outcomes;
- Have a broad understanding of fund management issues and the approach being adopted;
- Help balance conflicting priorities and resources;
- Review the progress of the fund;
- Check adherence of fund activities to standards of best practice, both within the organisation and in a wider context.
- To ensure the customer journeys/experience are delivering increased customer satisfaction as shown by the delivery of the measures, i-statements and the plan.

Chair
The meeting will be co-chaired by the respective Accountable Officers.
Membership of the Executive Group
<p>CCG Chief Officer</p> <p>CCG Chief Finance Officer</p> <p>CCG Head of Urgent Care and Long Term Conditions</p> <p>RMBC Chief Executive</p> <p>RMBC Financial Director</p> <p>RMBC Director of Adult Care and Housing (DASS)</p> <p>Both parties will call in relevant officers for specific topics where required and a standing invitation will be made to Public Health Director to attend.</p>
Quorate
One representative from each of the organisations, with a minimum of two members present
Frequency of Meetings
Quarterly
Co-ordination of Meetings
Joint Commissioning and Contracting Officer RMBC/RCCG will coordinate.
Governance
The group will report to the HWB.
Key Deliverables
<ul style="list-style-type: none"> • Ensure that the financial reporting framework is adhered to. • To be responsible for maintaining the risk register and ensuring risk mitigation plans are in place. • Recommend actions and deliver reports to the HWB, LGA and NHSE.

**ROTHERHAM METROPOLITAN BOROUGH COUNCIL ADULT CARE AND HOUSING
ROTHERHAM CLINICAL COMMISSIONING GROUP**

BETTER CARE FUND (BCF) OPERATIONAL GROUP

Purpose of the Group

To oversee the delivery of the Better Care Fund Plan for Rotherham, making recommendations to the Better Care Fund Executive Group to ensure effective action and implementation of the plan

Functions of the Group

- To provide the forum for BCF accountable operational leads to co-ordinate the delivery of the BCF Performance Measures and BCF Action Plan.
- To ensure that effective performance management of the BCF Performance Measures takes place and where performance is not meeting targets appropriate and timely action is taken.
- To ensure the effective delivery of the BCF action plan at operational level and allow for necessary operational partnership discussions to take place to meet the outcomes of the plan.
- To ensure that the accountable leads of the BCF performance measures and the BCF action plan are collectively discussing their progress and key actions.
- To identify the areas which need to be reported on progress and performance by exception to the BCF Executive Group.
- To ensure the BCF conditions are met.
- To co-ordinate partner activity within the BCF Plan, ensuring that all elements of the plan are linked together to deliver positive outcomes.
- To ensure the Rotherham BCF Scorecard is updated on a monthly basis. To review risk and to oversee the implementation of mitigating action plans.
- To ensure the customer journeys/experience are delivering increased customer satisfaction as shown by the delivery of the measures, i-statements and the plan.

Chair

The meeting will be co-chaired by the CCG Chief Finance Officer and the Director of Adult Care and Housing

Membership of Group
<p>RCCG Chief Financial Officer</p> <p>RCCG Head of Urgent Care and Long Term Conditions</p> <p>RCCG Assistant Chief Officer</p> <p>RMBC Public Health Officer</p> <p>RMBC Senior Finance Manager</p> <p>RMBC Director of Adult Care and Housing</p> <p>RMBC Assistant Director, Independent Living and Support</p> <p>Both parties will call in relevant officers for specific topics where required</p>
Quoracy
Two representatives from each of the organisations
Frequency of Meetings
Six weekly
Co-ordination of Meetings
Joint Commissioning and Contracting Officer, RMBC-RCCG will coordinate.
Governance
<p>Each organisation maintains accountability for service specific operational delivery.</p> <p>The group will report to the BCF Executive Group.</p> <p>This does not replace existing performance management and accountability mechanisms, but will provide a specific focus and bring coordination to the BCF targets and actions.</p>
Key Deliverables
<ul style="list-style-type: none"> • Maintain financial reporting framework. • Maintain a risk register appropriate to the level of group operation. • Coordinate the completion of reports for the Health and Wellbeing Board and the Department of Health

SCHEDULE 3 - RISK SHARING

The areas of risk Identified within the Partnership Framework Agreement are as follows:

- Under or overspending of budgets within Better Care Fund budget lines
- Risk of exceeding affordable levels of care outside the Better Care Fund

The following details proposals for the sharing of risks relating to the Better Care Fund.

1. Under or overspending of budgets with Better Care Fund budget lines

As part of the initial development of the BCF pooled budget a number of risks were identified where the individual schemes would potentially result in additional demand for services and/or additional costs, or the required efficiencies and reductions do not materialise to the extent planned. The pooled budget in total includes an amount of £0.5m as a risk pool.

In applying the risk pool funding it is important to have a jointly agreed approach and the following provides a proposal for consideration across both pools and by both partners.

2 Risk sharing proposal

General principles

It is proposed that the BCF Executive Group is the forum where decisions on the application of risk pool funding for either pool is made.

Risk is attributable to the scheme commissioner pro rata to the proportion of that scheme commissioned. This is to reflect where the levers for change and control sit.

Similarly, where the scheme is joint and there is one lead commissioner, the risk should be shared pro-rata to the proportion of that scheme commissioned.

3 Overspend / Underspend treatment

If an overspend is identified the following approach will be taken:

- Seek to cover the overspend from areas of underspend identified within either pool;
- Utilise the risk pool funding;
- Reduce uncommitted scheme allocations;
- Cover from resources outside the pool.

If an underspend is identified the following approach will be taken:

- Underspends remain within the pooled arrangement to support overspends elsewhere in the pool;
- Further joint schemes within budget lines to be proposed in year which can utilise the resources in year.

In all of these scenarios the BCF Executive Group is the forum where decisions would be made.

4 Risk of exceeding affordable levels of care outside the BCF

The use of the BCF pooled budget is anticipated to deliver greater outcomes for patients and the public, as well as anticipated reductions in non-elective spend. In the event that demand for acute non-elective care exceeds affordable levels it is proposed that the approach suggested above is taken.

- Seek to cover the reduction from areas of underspend identified within either pool;
- Utilise risk pool funding;

- Reduce uncommitted scheme allocations;

Where issues arise under this category the Partners shall meet and discuss the appropriate means of addressing the problem through the Health and Wellbeing Board or such other forum as the Partners may decide.

5. Risks Log

Key:

Likelihood * Impact = Score

1 = Low Impact or Low Likelihood

5 = High Impact or High Likelihood

Maximum score 25

	Risk	Likelihood	Impact	Score	Remedial Actions to Reduce Risk
Strategic Risks					
1	Poor alignment between service budgets and actual cost	4	3	12	The review process timetabled throughout 2016-17 will ensure the alignment of budget with actual costs. Monthly budget monitoring is in place and reports are regularly taken to the Operational and Executive groups regarding finance and any risks which require mitigation.
2	Shortfall of resources to fund the priorities identified in the plan	3	4	12	As above. The review process will seek to identify areas where budgets can be appropriately aligned to BCF priorities; this may include reconfiguration of service provision in year.
3	BCF services are not fit for purpose	4	3	12	New governance and performance framework will highlight those services that are not performing and set out a new structure for performance management
4	The introduction of the Care Act will result in a significant increase in the cost of care provision onwards that is not fully quantifiable currently	4	4	16	The financial implications of the Care Act have been included in the financial plan (£0.7m) Work to address Care Act compliance is incorporated in Adult Social Care Development Board Programme. Various models have been populated and provided evidence of demand for additional assessments (including carers' assessments and respite) at an approx cost of £0.850m. This information ensured that sufficient funds were established in 2015-16 and

	Risk	Likelihood	Impact	Score	Remedial Actions to Reduce Risk
					remain in BCF for 2016-17.
5	Compliance with Mental Capacity Act (MCA) incorporating the Deprivation of Liberty Safeguards (DOLS)	4	4	16	New DOLS team developed with new team manager and seconded full time Best Interest Advisors x 4.
6	Operational pressures restrict capacity to implement key projects identified in the BCF Plan	4	5	20	<p>Our schemes include specific non-recurrent investments in the infrastructure and capacity to support overall organisational development. BCF Ops Group will oversee implementation of the 2016/17 programme, identifying areas where operational pressures are impacting on implementation and developing targeted strategies to free up the change process.</p> <p>Monitoring template in place for all BCF reviews and will be taken to Operational Group meetings to ensure early identification the risks associated with implementation/achievement.</p>
7	Failure to achieve planned savings due to overspends in the system/ inability to meet targets will create financial risks (budget pressures) for the respective parties	3	5	15	<p>Performance management framework via the System Resilience Group in place to monitor progress to ensure targets are achieved. Good forward planning with providers on activity reductions through regular contract performance meetings. BCF Operational Group will oversee implementation of the 16/17 programme. If service improvements do not have the intended impact on hospital and care home admissions the BCF Operational Group will make recommendations on where service restrictions should apply, ensuring that the programme remains within budget.</p>
8	Achieving savings in one area of the system, can cause unintended consequences of higher costs elsewhere.	3	3	9	<p>All partners have made a commitment to ensure that if evidence of these consequences is seen, cash will flow to the right place across the system that all partners will benefit from. Both partners have agreed a 'risk pool' of £500K which has been included in the financial plan to mitigate the risk of</p>

	Risk	Likelihood	Impact	Score	Remedial Actions to Reduce Risk
					non-delivery of non-elective savings and social care packages. The “risk pool” forms part of the BCF plan, which can be used if the plan results in any unfunded consequences on any part of the system. The BCF plan is monitored on a quarterly basis by the BCF Executive group, and any consequences will be reviewed.
9	Failure to meet the national conditions and performance outcomes agreed with NHSE	3	5	15	Joint governance arrangements and new performance framework will help mitigate this risk. Financial risk sharing is in place through the Risk Pool.
10	Lack of engagement from front line staff because do not buy in to the integration agenda or lack the skills	3	4	12	Changing organisational structure is not sufficient to achieve integration. We will work with local education and training institutions and with service providers to develop integrated ways of working and behaviours to transform the quality of health and social care. This issue will form part of individual implementation plans for new initiatives in 2016-17. Strong links are in place with all partners communication teams to ensure that change management occurs in the most effective and transparent way.
11	Social care not being adequately protected	3	5	15	No change in 2016-17 to the services that were identified in the BCF plan 2015-16 as fundamental to the protection of Social Care. BCF governance groups to take regular stock-take on current state of social care provision. Regularly review strategies for how the BCF can be enhanced to protect key services, particularly those that support admission prevention and reductions in formal social care.
12	Governance arrangements are insufficient to make investment decisions, ratify	3	4	12	Governance arrangements scheduled for review this year. Programme has clearly defined purpose. Full

	Risk	Likelihood	Impact	Score	Remedial Actions to Reduce Risk
	the vision and deliver key metrics				engagement at CEO level. Clearly defined process for decision making with appropriate scheme of delegation. Clear system for disagreement resolution. Rules on data and performance management agreed.
Performance Risks					
13.	<i>Non-elective target not met;</i> BCF Schemes do not deliver the planned reduction in non-elective admissions resulting in higher cost. This is complementary to the programme within the System Resilience Group which focuses upon avoiding emergency admissions amongst other wider system issues of the CCG.	4	5	20	BCF commissioning intentions and investment in a number of work-streams have already taken place in 2015/16 including Integrated Rapid Response, Care Co-ordination Centre. The focus on out of hospital services will continue in 2016/17 through the BCF plan including Integrated Locality Pilot, rehabilitation and re-ablement hub.
14.	<i>Residential Care target not met;</i> BCF Schemes do not deliver a reduction in permanent admissions to residential care increasing costs to the LA. This may be due to delays in implementation of schemes i.e.	3	3	9	BCF Schemes aligned with Care Act (2014) and Joint Health and Wellbeing Strategy 2015-19. Change Management leads have been appointed to ensure successful implementation of projects that will complement the BCF objectives. Any delays in scheme progress will be mitigated by appropriate Working Groups including closer working relationships with Housing.
15.	<i>Delayed Transfers of Care (DTC) target not met;</i> BCF Schemes do not deliver the planned reduction in DTC which will result in higher cost to the CCG and/or The Rotherham Foundation Trust. This may be due to poor collaboration/ communication between health and social care staff or ineffective/ insufficient out of hospital services i.e. intermediate care.	3	3	9	Review of pathways from hospital to community to ensure that they meet patient demand and are fit for purpose is underway. Action planning taking place to reconfigure services as part of the review process. This includes development of social care assessment beds, changes to the hospital discharge team to support integration. System Resilience objectives complement the Better Care Fund objectives. Memorandum of Understanding in place which ensures a clear, effective integrated discharge process which considers both hospital and community and cross sector provision.

	Risk	Likelihood	Impact	Score	Remedial Actions to Reduce Risk
16.	<i>BCF schemes are delayed;</i> Delay in implementation of BCF schemes results in underspends, creates inefficiencies in service delivery and hinders integration. There is likelihood that targets will not be met if scheme implementation is delayed.	2	3	6	Regular reporting on progress of all BCF schemes through the BCF Operational and Executive Group Meetings to ensure that underspends are managed and risks mitigated through the risk share agreement. A review of BCF schemes has taken place which identified those schemes requiring a deep dive review to be undertaken in 2016-17.
OPERATIONAL RISKS					
17.	<i>Data sharing between health and social care;</i> Target on number of patients with NHS identifiable number is not met. This is a national condition, in not meeting the target there would be significant impact on the ability for integration /communication.	2	3	6	The officer lead for this objective at RMBC has provided updates at every operational group meeting throughout the 2015-16 and has given assurance that this target has been achieved.
19.	<i>Community Services;</i> BCF schemes increase demand on community services resulting in increased waits for health and social care assessments/ services	3	4	12	The BCF has identified new funding for social care and this will be reviewed as part of the work plan for 2016/17. Investment in community transformation programme through the CCG in 2015-16 will provide more targeted resource into the community in order to better meet demand.
20.	<i>Rotherham Population;</i> Schemes not targeted at the right populations resulting in pressures on the acute services	1	3	3	Using Joint Strategic Needs Assessment, Commissioning Plans/Strategies to support rationale for scheme development – incorporating intelligence of local population and demand in to service specifications to target appropriate cohorts of patients. Review of service implementation takes place once a scheme is up and running. Performance, quality and outcomes regularly monitored through performance submissions and meetings with providers.

	Risk	Likelihood	Impact	Score	Remedial Actions to Reduce Risk
QUALITY RISKS					
21.	<i>Provider destabilisation;</i> Shifting of resources could destabilise current service providers. For example force viability issues due to loss of funding in one area, cause issues with performance against contracts.	2	4	8	Joint working with stakeholders to develop implementation plans and timelines that include contingency planning. CCG received Quality Impact Assessments from providers regarding their respective efficiency plans. LA will continue to engage with providers to ensure potential impact is understood and planned for.
22.	<i>Carers;</i> Risk that BCF impacts negatively on the support and experience of carers leading to a reduction in the number of carers. Carers may not be supported to continue to care through the various services currently in place, or the new services implemented, i.e. 7 day support for adult social care. If they cease to care this could result in increased costs for the LA and CCG	2	2	4	Existing support for carers is delivered through a number of services including respite, short break, carers emergency scheme, carers centre, carers assessment officers. The risk that services may be disrupted through the transformation/ integration process was identified and a risk pool allocated to ensure that carers and customers could continue to access services that they need throughout the process of change in 2016-17. They would also be able to benefit from any new services delivered, through the BCF and Care Act implementation. A revised Joint Carers Strategy has been developed which will link in to the BCF and other strategic objectives for Health and Social Care. Revised Carers Handbook in place which will be launched at the Carers week in June 2016.

SCHEDULE 4 - JOINT WORKING OBLIGATIONS AND BCF INVESTMENT 2016/17

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.

- a) The Lead Commissioner shall notify the other Partners if it receives or serves:
- (ii) a Change in Control Notice;
 - (iii) a Notice of an Event of Force Majeure;
 - (iv) a Contract Query or Contract Default Notice;
 - (v) Exception Reports;
and provide copies of the same;
 - (vi) Serious Incident Reports
and provide copies of the same;
 - (vii) Adult Safeguarding Concerns.
- (b) The Lead Commissioner shall provide the other Partners with copies of any and all:
- (i) CQUIN Performance Reports;
 - (ii) Monthly Activity Reports;
 - (iii) Review Records;
 - (iv) Remedial Action Plans;
 - (v) JI Reports;
 - (vi) Service Quality Performance Report.
- (c) The Lead Commissioner shall consult with the other Partners before attending:
- (i) an Activity Management Meeting;
 - (ii) Contract Management Meeting;
 - (iii) Review Meeting
- and, to the extent the Service Contract permits, raise issues reasonably requested by a Partner at those meetings.
- (d) The Lead Commissioner shall not:
- (i) permanently or temporarily withhold or retain monies pursuant to the Withholding and Retaining of Payment Provisions;
 - (ii) vary any Provider Plans (excluding Remedial Action Plans); – RCCG; or Service Improvement Plans - RMBC);
 - (iii) agree (or vary) the terms of a Joint Investigation or a Joint Action Plan;

- (iv) give any approvals under the Service Contract;
 - (v) agree to or propose any variation to the Service Contract (including any Schedule or Appendices);
 - (vi) suspend all or part of the Services;
 - (vii) serve any notice to terminate the Service Contract (in whole or in part);
 - (viii) serve any notice;
 - (ix) agree (or vary) the terms of a Succession Plan;
 - (x) without the prior approval of the other Partners (acting through the BCF Executive Group such approval not to be unreasonably withheld or delayed.
- (e) The Lead Commissioner shall advise the other Partners of any matter which has been referred for dispute and agree what (if any) matters will require the prior approval of one or more of the other Partners as part of that process.
- (f) The Lead Commissioner shall notify the other Partners of the outcome of any Dispute that is agreed or determined by Dispute Resolution.
- (g) 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).

5.2 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.

- (a) 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:
- (i) resolve disputes pursuant to a Service Contract;
 - (ii) comply with its obligations pursuant to a Service Contract and this Agreement;
 - (iii) 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;
- (b) No Partner shall unreasonably withhold or delay consent requested by the Lead Commissioner.
- (c) Each Partner (other than the Lead Commissioner) shall:
- (i) 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;
 - (ii) 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 6 - PERFORMANCE METRICS

Schedule 5: INTEGRATED PROVIDER PERFORMANCE MANAGEMENT FRAMEWORK

1. Purpose

- 1.1 This Schedule aims to ensure that Partners adopt an integrated performance management framework in order to plan, deliver, review and act on relevant information to commission improved outcomes for the people of Rotherham. It is the expectation that the Lead for each BCF Scheme will be responsible for ensuring this framework will be completed for each scheme.
- 1.2 The BCF Executive, supported by the BCF Operations Group will be responsible for ensuring the performance management framework for the BCF programme is in place, updates produced, and reports compiled for NHS England and the Health and Well Being Board.

2. Definition

- 2.1 For the purposes of this Schedule., “performance management” shall mean the overall process that integrates planning, action, monitoring and review and shall incorporate the following:
 - i. Identifying the aim, (e.g. purpose, mission, corporate aims, strategic goals etc.) and the action required to meet the aim (e.g. business plan, project plan, etc.);
 - ii. Identifying priorities and ensuring there are sufficient resources to meet them;
 - iii. Monitoring performance of any commissioned provider or voluntary organisation;
 - iv. Reviewing progress, detecting problems and taking action to ensure the aim is achieved;
 - v. Determining which services should be delivered; Benchmarking performance against an agreed and transparent set of measures.

3. Outline Framework

- 3.1 The performance management framework should incorporate three processes in relation to joint commissioning, i.e. Business Planning, Reporting and Review and Performance Improvement.

4. Commissioning Business Planning Process

- 4.1 This process consists of integrated commissioning plans, which should set out:
 - i. strategic objectives and key performance measures for 15/6
 - ii. the commissioning intentions for the strategic objectives and
 - iii. the timescales for achievement.
- 4.2 Contracts with service providers that state how performance shall be monitored, reported and reviewed will also be required.

5. Reporting and Review Process

- 5.1. This will involve monitoring overall progress against:
 - i. delivery of the strategic objectives in the integrated commissioning plans,
 - ii. delivery of the contracts as detailed in Schedule 4
 - iii. identifying the reasons for any under-performance of service providers.

6. Performance Improvement Process

- 6.1 To ensure action is taken where the continuation of current performance would lead to an outcome/target not being met.
- 6.2 The application of a range of tools and techniques to improve overall performance.

7. Commissioning Plan

7.1 The Partners shall agree an Integrated Commissioning Plan for each Service by 1 April each year. This will set out the “direction of travel” and the shared commissioning intentions for the development of the Services The plans shall be agreed by the Partners.

8. Contracts with Service Providers

8.1. The Host Partner shall be required to agree a contract with each third party provider regarding the outcomes they are to deliver.

8.2 Contracts with third party providers should:

8.3 Contracts with third party providers should:

- i. Take account of the requirements of the relevant current plans of the respective partners and the actions agreed in response to external review;
- ii. Include a requirement that the service provider develop a detailed service plan, which covers how the provider intends to achieve the said outcomes and the risk associated with not achieving them.
- iii. Require the provider to regularly measure progress against achieving the outcomes and to report this to the Host Partner at a frequency to be agreed
- iv. Require the provider to provide an improvement plan in the case of significant under or over performance.
- v. Include a process whereby outcomes may be added/removed as a result of changing needs.

9. Reporting and Review Process

9.1. Regular meetings should be held between the Host Partner and the service provider to review the latter’s performance.

9.2. The Host Partner shall monitor services having regard to national, regional and local key performance indicators, including:

- i. Performance assessment framework indicators
- ii. National performance indicators
- iii. Audit and inspection recommendations
- iv. Self-assessment Statement actions
- v. Relevant operational plan indicators
- vi. NHS clinical commissioning board targets
- vii. Relevant core and Care Quality Commission standards
- viii. Patient and Customer feedback

10. Performance Reporting and Review of the Section 75 Agreement

10.1 The pooled fund manager will be responsible for producing quarterly reports to the BCF Executive Group and Health and Wellbeing Board on or before 27th May, 2016, 26th August 2016, 25th November 2015 and 24th February 2016, using the attached template (Table 1).

10.2 The pooled fund manager will be responsible for producing an annual report to the BCF Executive Group and Health and Wellbeing Board on or before 31st March 2016 using a template that both parties will agree, to be based on the suggested format from NHS England.

10.3 The BCF Executive Group will be responsible for ensuring the timeline to ensure the data is collected, reported, authorised by the health and wellbeing Board, and submitted to the NHS England on their specified reporting dates, these being one day after the dates specified in section 9.1.

Rotherham CCG / RMBC BCF Metrics:

Metric		Baseline	Planned 2014/15	Planned 2015/16	Planned 2016/17
Permanent admissions of older people (aged 65 and over) to residential and nursing care homes, per 100,000 population	Rate	694.6 1 st cut 677.9 Final revision Dec 14	958.5 Revised impact of new definition applied	894.4 Revised impact of new definition applied	767.8
	Numerator	325 Rounded actual 324	469	446	390
	Denominator	46645 1 st cut 47790 Final revision Dec 14	48930	49864	50797
Proportion of older people (65 and over) who were still at home 91 days after discharge from hospital into reablement / rehabilitation services	Rate	87.7	88.5	90.0	91.0
	Numerator	115 Rounded actual 114	115	117	132
	Denominator	130	130	130	145
Inpatient Experience: The proportion of people reporting a poor patient experience of inpatient care. (Average number of negative responses per 100 patients)	Rate	123.60	123.08	121.96	115.9
Emergency readmissions < 30 days of hospital discharge (all ages) PHOF4.11NHSOF3b - NB. local variation to national measure, using patients registered with a Rotherham GP, not LA population	Rate (Q3 & Q4 2013 14 & Q1 & Q2 2014 15)	13.27%	13.01%	12.77%	12.17%
	Numerator	3623	3481	3482	3247
	Denominator	27302	26756	27264	26681

Metric		Baseline	Planned 2014/15	Planned 2015/16	Planned 2016/17
Delayed transfers of care (delayed days) from hospital per 100,000 population (aged 18+).	Rate	Q1 – 405.3	Q1 – 537.6	Q1 – 535.2	Q1 – 769.4
		Q2 – 332.2	Q2 – 537.6	Q2 – 535.2	Q2 – 707.8
		Q3 – 389.0	Q3 – 537.6	Q3 – 535.2	Q3 – 563.8
		Q4 – 537.6	Q4 – 535.2	Q4 – 533.0	Q4 – 677.4
Total non-elective admissions in to hospital (general & acute), all-age	Number of admissions (Definition has changed in 16/17 so cannot be directly compared)		30226	30226	29417

SCHEDULE 6 – BCF PLAN

A copy of Rotherham's Better Care Plan can be accessed by the following link:

<http://www.rotherhamccg.nhs.uk/better-care-fund.htm>

SCHEDULE 7 – POLICIES FOR THE MANAGEMENT OF CONFLICTS OF INTEREST

Copies of policies for the management of conflicts of interest can be accessed by the following link:

ROTHERHAM MBC:

https://www.google.co.uk/url?sa=t&rct=j&q=&esrc=s&source=web&cd=1&ved=0ahUKEwjc5OnDjsPMAhXIJcAKHQnFDGkQFggdMAA&url=http%3A%2F%2Fwww.rotherham.gov.uk%2Fdownload%2Fdownloads%2Fid%2F296%2Fappendix_7_-_code_of_conduct_-_july_2012.pdf&usq=AFQjCNEZZwO76bsdls2xekpXD82-BbK0Cg&cad=rja

NHS ROTHERHAM CCG:

<http://www.rotherhamccg.nhs.uk/corporate-policies.htm>

SCHEDULE 8 – INFORMATION SHARING PROTOCOL

A copy of Rotherham's information sharing protocol can be accessed by the following link:

<http://www.rotherhamccg.nhs.uk/partnership-policies.htm>

SCHEDULE 9- SPECIFICATION FOR GOVERNANCE AND FINAL ACCOUNTS REQUIREMENT

Specification for Governance and Final Accounts Requirement for LA and CCG hosting pools

Introduction and key principles for the operation of the pooled arrangements

The Better Care Fund was introduced by the Government to facilitate transformation in integrated health and care and is allocated to local areas to be operated through pooled budget arrangements under Section 75 (2) of the National Health Service Act 2006. Section 75 allows partners to make contributions to a common fund to be spent on agreed functions. To enable the effective operation of the pooled arrangements:

- Partners must sign a joint funding Agreement before starting to operate the pool.
- One Agreement can cover multiple pools
- Pooled budgets must follow the appropriate accounting arrangements
- The host partner is responsible for producing the year end accounts
- The accountable body is the organisation from where the money originated
- Conditions attached to individual funding streams are required to be met, e.g. disabled facilities grants
- The arrangements for operation of the pooled arrangements are required to ensure that the requirements of all partners to achieve economy, efficiency and effectiveness in their use of resources are met
- The arrangements for operation of the pooled arrangements are required to ensure that the regulatory requirements for each party are met, e.g. CCG has significant monthly reporting requirements to NHS England with nationally driven deadlines, as well as the requirement for the external auditors to express an explicit opinion on the regularity of their transactions.
- NHS Bodies are subject to a short timeframe for the preparation and audit of their accounts, Local Authorities currently have longer. By hosting, the parties must take ownership in ensuring that all accounts issues are progressed so as not to compromise the NHS timetable.

Specific requirements

On-going arrangements

1. Each partner will reference the pool to the organisational scheme of delegation and how this will operate in practice.
2. The coding arrangements in place within the ledger of the host organisation will need to ensure that the accounting requirements of the other partner are met.
3. The host can ensure that accurate and timely reporting of financial and non-financial information meets its own requirements but will need to ensure that information is available to meet the requirements of the other party also.
4. Budget monitoring updates will be provided quarterly to the Health and Wellbeing Board or its nominated sub group. Quarterly reports to be submitted to the CCG governing body and the Local Authority executive outlining the following:

- The level of contribution to the pooled budget
 - Spend to date
 - Performance to date
 - How the pooled budget is performing overall
5. CCG will require monthly financial and non-financial reporting within the timescales of the CCG Reporting Timetable, in order to inform its internal management accounting, external reporting to NHS England and the identification of risk throughout the financial year. Reporting should also reflect CCG requirements and the reporting environment of the CCG.
 6. The CCG will need to be able to work within the reporting and management environment of the Local Authority for elements of the pool and therefore multiple processes may need to be implemented.
 7. The host partner will ensure that where elements of the pooled budget are ring-fenced for a particular purpose, the necessary supporting information is available to provide assurance that those elements have been used appropriately and to support the accounting arrangement applied.
 8. The host will need to ensure that the VAT arrangements are compliant with both NHS and LA VAT regimes. Currently Local Authorities can reclaim VAT on purchases so if the CCG hosted the pool, it would need to retain records and administer the share for which VAT is reclaimable.
 9. There must be a clear mechanism for alerting Governing Bodies as well as the Health and Wellbeing Board of concerns relating to delivery of projects, in line with the arrangements set out in Schedule 3 (Risk management).
 10. In order to avoid difficulties in the consolidation of accounts, all the accounts should be maintained on a gross basis. Should accounts information be required on a net basis this can then be calculated.
 11. The host organisation to provide access to relevant aspects of the ledger and accounts to enable internal audit monitoring as part of agreed Audit plans in-year.

Year End Closure of Accounts

12. The partners should consider the nature of each pooled budget in accounting terms and in particular whether the pool is a joint operation in accordance with IFRS11. If the arrangement is not a joint operation then its substance should determine the accounting. It may be a lead commissioning or aligned commissioning arrangement.
13. To meet requirements in relation to the preparation of annual accounts SI 2000/617 paragraph 7(6) the host must prepare and publish a full statement of spending signed by the accountable officer or section 151 officer, to provide assurance to all other parties to the pooled budget. This is required to meet the specified timescales for the publication of accounts and should include:
 - Contributions to the pooled budget, cash or kind
 - Expenditure from the pooled budget
 - The difference between expenditure and contributions
 - The treatment of the difference
 - Any other agreed information

14. All partners to discuss and agree with their external auditors the assurances required in order to sign off the year end accounts and particular requirements where the partner is not the pool host.
15. An annual return detailing a full statement of expenditure and linked to Annual Governance Statement Requirements must be received by the CCG in line with NHS Annual Accounts Reporting Timescales (noon 21st April 2017)¹ subject to confirmation by NHS England. This must be signed by the Section 151 officer.
16. A memorandum account would need to be produced for the Local Authority at closedown. CCG would be responsible for preparation of annual statements of account and Audit to the requirements of the Local Authority in relation to the pool it hosts.
17. The Annual Governance statement (CCG) will be required to report on internal control and risk management within the pool. This is part of the final accounts documentation which is subject to audit at the year end.
18. The CCG will have responsibility for ensuring that the Local Authority's statutory duties including financial reporting are met. This includes form of accounts, gross and net as well as ensuring that the required timescales are achieved.
19. Would require joint Agreement of Internal and External Audit of the pooled arrangement to inform Annual Governance Statement and to provide the required level of assurance to respective Audit Committees, Governing Bodies and the External Audit. This includes reviewing whether information received is accurate and correct.
20. The LA capital accounting regime for Disabilities Facilities Grant and other capital will need to be followed and accounts closure timescales adopted.
21. As the CCG will be required to report on its share of assets, liabilities, income and expenditure in accordance with IFRS 11, all reporting must be done in line with this accounting standard and enable the CCG to account for the pooled budget as outlined in the DH Manual for Accounts.
22. For its own assurance and to satisfy the requirement for delivery of value for money, each partner should set out clear requirements for evidence of how the resources provided to the pool have been utilised and how value for money has been achieved.
23. Information may be required to support Agreement of Balances exercises although further guidance for NHS England is awaited.
24. Where the better care fund is material (this is the case for the CCG) disclosure in the annual accounts will be necessary, in the format required by NHS England guidance to be issued.