NHS
Bath and North East Somerset
Clinical Commissioning Group

Bath & North East Somerset Council

APPENDIX 3 – Draft Section 75 Agreement

Dated **2015**

BATH AND NORTH EAST SOMERSET COUNCIL

and

NHS BATH AND NORTH EAST SOMERSET CLINICAL COMMISSIONING GROUP

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

BETTER CARE FUND AGREEMENT

Contents

THIS AGREEMENT is made on day of 2015

PARTIES

(1) **BATH AND NORTH EAST SOMERSET COUNCIL** of The Guildhall, High Street, Bath, BA1 5AW (the **"Council"**)

(2) **NHS BATH AND NORTH EAST SOMERSET CLINICAL COMMISSIONING GROUP** of Kempthorne House, St Martins Hospital, Clara Cross Lane, Bath, BA2 5RP **(the "CCG")**

BACKGROUND

(A) The Council has responsibility for commissioning and/or providing social care services on behalf of the population of the Unitary Local Authority area of Bath and North East Somerset.

(B) The CCG has the responsibility for commissioning health services pursuant to the 2006 Act for the population registered with GP practices located within Bath and North East Somerset.

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

(D) Section 75 of the 2006 Act gives powers to local authorities and clinical commissioning groups to establish and maintain pooled funds out of which payment may be made towards expenditure incurred in the exercise of prescribed local authority functions and prescribed NHS functions.

(E) The purpose of this Agreement is to set out the terms on which the 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 means through which the Partners will to pool funds and align budgets as agreed between the Partners. This agreement will not impact on the existing agreements under Section 75 of the 2006 NHS Act that are in place.

(F) 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 as set out in the Bath and North East Somerset Better Care Fund Plan.

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

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

(H) 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]

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

1998 Act means the Data Protection Act 1998.

2000 Act means the Freedom of Information Act 2000.

2004 Regulations means the Environmental Information Regulations 2004.

2006 Act means the National Health Service Act 2006.

Affected 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.

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

Better Care Fund means the Better Care Fund as described in 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 5 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 2015.

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

(a) which comprises Personal Data or Sensitive Personal Data or which relates to any patient or his treatment or medical history;

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

(c) which is a trade secret.

Contract Price [means any sum payable 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.*[2]

1 Definitions should be finalised once main body of Agreement is finalised.

2 Further consideration will always be needed on this.

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) prevention from or hindrance in obtaining raw materials, energy or other supplies;

(f) any form of contamination or virus outbreak; and

(g) 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. [3]

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 as documented in a Scheme Specification.

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

Joint Commissioning Committee means the Joint Commissioning Committee established by the CCG and Council (People and Communities Department) responsible for review of performance and oversight of this Agreement as set out in Schedule 2.

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.

[3] Here and in the definition of NHS functions the widest definition is used; this needs to be cut down in the relevant specification so that the purpose must be fulfilled by use of the function

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 [8.4].

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

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

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

Permitted Expenditure has the meaning given in Clause [7.3].

Personal Data means Personal Data as defined by the 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 [10].

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

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

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

1 April to 30 June

1 July to 30 September

1 October to 31 December

1 January to 31 March

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

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

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.

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.

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.

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[4]

2.1 This Agreement shall come into force on the Commencement Date[5].

2.2 This Agreement shall continue until it is terminated in accordance with Clause [21].[6]

2.3 The duration of the arrangements for each Individual Scheme shall be as set out in the relevant Scheme Specification.[7]

4 Consider the term and arrangements for dealing with termination.

5 Parties to consider and confirm whether existing partnership arrangements (Section 75 or otherwise) will be affected by this Agreement.

6 Parties will need to consider how termination will work in relation to this Agreement given that it is unlikely that the CCG/Council would be able to terminate a Better Care Pooled Fund.

7 This is on the basis that the Agreement is a framework arrangement so the details of each Service will be set out in the relevant Scheme Specification.

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[8]

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 (Aligned) 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. [9]

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.

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8 This Agreement has been drafted to cover a range of flexibilities to incorporate the framework approach. Drafting here will need to reflect any lead commissioning arrangements.

9 Parties should always check that the proposed services can be delegated before incorporating.

5.3 Where the Partners add a new Individual Scheme to this Agreement a Scheme Specification for each Individual Scheme in the form set out in Schedule 1 shall be completed and agreed between the Partners. The initial scheme specification summary is set out in schedule 1 part 2

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 Joint Commissioning Committee where costs are within the identified funding agreement, subject to meeting both Council and CCG contracting procedures. For new schemes or changes to existing schemes that are in excess of the pooled fund but within existing delegated responsibilities and budgets, business case approval will be given by the Joint Commissioning Committee. In the event the funding requirement is in excess of the available pooled fund and available resources for new or existing schemes these will be subject to Council and CCG approval processes.

6 COMMISSIONING ARRANGEMENTS

Integrated Commissioning

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

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.

6.5 Each Partner shall keep the other Partners and the Joint Commissioning Committee 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 Joint Commissioning Committee will report back to the Health and Wellbeing Board as required by its Terms of Reference.

Appointment of a Lead Commissioner[10]

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

6.7.1 exercise the NHS Functions in conjunction with the Health Related Functions as identified in the relevant Scheme Specification;

6.7.2 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.

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

[10] Parties should consider overarching obligations on Lead Commissioners, including whether any further duties will be assigned to the Lead Commissioner.

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

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

6.7.6 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;

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

6.7.8 make payment of all sums due to a Provider pursuant to the terms of any Services Contract.

6.7.9 keep the other Partner and the Joint Commissioning Committee 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.

6.7.10 reporting on the financial and performance monitoring of the Better Care Fund will be incorporated into the Council and CCG's monthly reporting cycle that will provide updates to Council Cabinet, CCG Board,Health and Wellbeing Board and Joint Commissioning Committee.

7 ESTABLISHMENT OF A POOLED FUND[11]

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:[12]

7.3.1 Schemes specified within Schedule 1

7.3.2 Amended or new Schemes within the pooled fund that have been approved through the Joint Commissioning Committee with additional approval where required.

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 each Partner.

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.[13]

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11 Pooled Funds can be used for Lead Commissioning or Integrated Commissioning arrangements. Furthermore, each Service, can have different Lead Commissioners. The host arrangements for pooled funding is for ensuring that there is streamlined management and accountability of the Pooled Funds with the Host Partner being the accounting body and having responsibility for appointing a Pooled Fund Manager.

12 This dictates what can be funded out of the Pooled Fund and, therefore, what would constitute an overspend if it exceeded the amount in the Pool. Money spent on other things would be in breach of this agreement and, therefore not recoverable by the Host Partner.

13 This links liabilities of the Host Partner for default to the indemnity provisions.

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 Joint Commissioning Committee as required by Joint Commissioning Committee 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 Joint Commissioning Committee Quarterly reports (or more frequent reports if required by the Joint Commissioning Committee) and an annual return about the income and expenditure from the Pooled Fund together with such other information as may be required by the Partners and the Joint Commissioning Committee 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.

8.2.8 preparing and submitting reports to the Health and Wellbeing Board as required by it.

8.3 In carrying out their responsibilities as provided under Clause [8.2] the Pooled Fund Manager shall have regard to the recommendations of the Joint Commissioning Committee and shall be accountable to the Partners.

8.4 The Joint Commissioning Committee may agree to the viring of funds between Pooled Funds.

9 NON POOLED FUNDS[14]

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[15] 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.[16]

10.2 Financial Contributions will be paid as set out in the each Scheme Specification.

10.3 With the exception of Clause [13], no provision of this Agreement shall preclude the Partners from making additional contributions of Non-Recurrent Payments to the Pooled Fund from time to time by mutual agreement. Any such additional contributions of Non-Recurrent Payments shall be explicitly recorded in Joint Commissioning Committee minutes and recorded in the budget statement as a separate item.

11 NON FINANCIAL CONTRIBUTIONS[17]

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

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14 These are funds that are notionally held in a joint fund but are not a pooled fund.
If there are Lead Commissioner/Integrated Commissioner arrangements, the funds need to be held but they will be separately accounted for. The Lead Commissioner will still be responsible for managing the fund effectively.

15 The non pooled fund can be a virtual pool with contributions identified but held separately. Transfers between partners for non pooled funds need to be made by S76/256 of the 2006 Act.

16 Parties need to deal with the fact that some services will not have pooled funds. In respect of this, parties should decide how the invoicing/payment arrangements will work and whether this will vary from service to service.

17 As set out in this Clause 11, these arrangements will need to be considered on a scheme by scheme basis. Consider whether there are any practical arrangements that could be set out as overarching principles.

necessary to perform its obligations pursuant to this Agreement (including, but not limited to, management of service contracts and the Pooled Fund).

12 RISK SHARE ARRANGMENTS, 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 and the financial risk to the pool arising from the payment for performance element of the Better Care Fund.

Overspends in Pooled Fund

12.2 Subject to Clause [12.2], the Host Partner for the relevant Pooled Fund shall manage expenditure from a Pooled Fund within the Financial Contributions and shall 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 Joint Commissioning Committee 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 Joint Commissioning Committee is informed as soon as reasonably possible and the provisions of Schedule 3 shall apply.

Overspends in Non Pooled Funds

12.5 Where in Joint (Aligned) Commissioning Arrangements either Partner forecasts an overspend in relation to a Partners Financial Contribution to a Non-Pooled Fund or Aligned Fund that Partner shall as soon as reasonably practicable inform the other Partner and the Joint Commissioning Committee.

12.6 Where there is a Lead Commissioning Arrangement the Lead Commissioner is responsible for the management of the Non-Pooled Fund and Aligned Fund. The Lead Commissioner shall as soon as reasonably practicable inform the other Partner and the Joint Commissioning Committee.

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 the Performance Payment Arrangement.

13 CAPITAL EXPENDITURE[18]

Neither Pooled Funds or Non Pooled Funds shall normally be applied towards any one-off expenditure on goods and/or services, which will provide continuing benefit and would historically have been funded from the capital budgets of one of the Partners. If a need for capital expenditure is identified this must be agreed by the Partners.

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.[19]

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18 Once the arrangements are confirmed, a reference to s. 256 grants can be included if relevant.

19 Partners to consider their respective positions regarding VAT.

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 Councils Independent External Auditors to make arrangements to certify an annual return of those accounts under the Local Audit and Accountability Act 2014.

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. 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 163, 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 Joint Commissioning Committee.

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 the agreed policy for identifying and managing conflicts of interest as set out in schedule 6.

19 GOVERNANCE

19.1 Integrated arrangements are overseen by the Health and Wellbeing Board (HWB), which recognises the contribution of joint working in delivering optimal outcomes at best value, within the wider remit of the HWB. The HWB has a sub-group (the Strategic Advisory Group) of large providers, whose remit includes collaboration on whole system solutions for care and support.

19.2 The operation of joint working arrangements, including the operation of pooled funds and the exercise of functions by either body on behalf of the partner body, is overseen by a Joint Committee for the Oversight of Joint Working. This is constituted as a joint committee of the CCG and Council with membership at elected member/Board member level and reports to the HWB, Council and CCG.

19.3 The Joint Commissioning Committee has a formal governance and operational leadership role across health, social care and public health commissioning in respect of strategic planning, performance management and decision-making. The Committee is a formal Committee of the CCG Governing Body and is accountable to Cabinet Members within the Council, and has a reporting line to the Joint Committee for the Oversight of Joint Working.

19.4 The terms of reference of the Joint Commissioning Committee are as set out in Schedule 2

19.5 Each Partner has secured internal reporting arrangements to ensure the standards of accountability and probity required by each Partner's own statutory duties and organisation are complied with.

19.6 The Joint Commissioning Committee 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.

20 REVIEW

20.1 Save where the Joint Commissioning Committee 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 Joint Commissioning Committee, 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 prepare a joint annual report documenting the matters referred to in this Clause 20. A copy of this report shall be provided to the Joint Commissioning Committee and Health and Wellbeing Board and may be presented to the Joint Committee for the Oversight of Joint Working.

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 or expiry of all Individual Schemes.

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 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.[20]

22.5 Upon termination of this Agreement for any reason whatsoever the following shall apply:[21]

22.5.1 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;

22.5.2 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;

22.5.3 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.

22.5.4 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.

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20 Consider whether this obligation is acceptable to the Partners.

21 These provision sets out a suggested approach to what happens if the Agreement terminates particularly where there are contracts still in place. The Partners will need to address this in each service contract and also in the individual Scheme Specifications.

22.5.5 the Joint Commissioning Committee 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

22.5.6 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.

22.6 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 The parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement.

23.2 In the event of a dispute between the Parties in connection with this Agreement the Parties shall refer the matter to the representatives nominated by the Parties who shall endeavour to settle the dispute informally between themselves.

23.3 In the event that the representatives cannot resolve the dispute between themselves within reasonable period of time having regard to the nature of the dispute then it shall be referred in the first instance to a formal meeting of the CCG's Head of Commissioning Development and the Council's Director, Adult Care and Health Commissioning.

23.4 In the event that the CCG's Head of Commissioning Development and the Council's Director, Adult Care and Health Commissioning cannot resolve the dispute between themselves within a reasonable period of time having regard to the nature of the dispute it shall be referred to the Chief Officer of the CCG (or his/her nominated deputy) and the Strategic Director People and Communities Department of the Council (or his/her nominated deputy) to resolve.

23.5 In the event that the dispute is still unresolved within a reasonable period of time with regard to the nature of the dispute and having followed the procedure in Clauses 23.1 to 23.4 above, the Parties may refer the matter to such body or person to act as mediator as they may choose in order to attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure ("the Model Procedure").

23.6 To initiate the mediation, a Partner must give notice in writing ("ADR notice") to the other Partner requesting mediation.

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

23.7.1 Any relevant provisions in the Agreement

23.7.2 Any other agreement which the Parties may enter into in relation to the conduct of the mediation ("Mediation Agreement")

23.8 The costs of the Mediation will be met by the Parties jointly unless otherwise agreed

23.9 As a final resort either Partner may refer the matter to the courts

24 FORCE MAJEURE[22]

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

[22] Consider whether the suggested procedure (including the definition of Force Majeure Event and timescales) is acceptable.

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], 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[23]

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 PROTECTION 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 Act to respond to a request promptly and

[23] Confidential information and the sharing of information will need to be considered since the partners have different rules that apply.

within the statutory timescales. This cooperation shall include but not be limited to finding, retrieving and supplying information held, directing requests to other Partners as appropriate and responding to any requests by the Partner receiving a request for comments or other assistance.

26.2 Any and all agreements between the Partners as to confidentiality shall be subject to their duties under the 2000 Act and 2004 Act. No Partner shall be in breach of Clause 26 if it makes disclosures of information in accordance with the 2000 Act and/or 2004 Act.

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 7, and in so doing will ensure that the operation this Agreement complies comply 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. 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:

29.1.1 personally delivered, at the time of delivery;

29.1.2 sent by facsimile, at the time of transmission;

29.1.3 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

29.1.4 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.

29.2 In proving such service, it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority as prepaid first class or airmail letter (as appropriate), or that the 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).

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

29.3.1 if to the Council, addressed to the [ ];

Tel: [ ]
Fax: [ ]
E.Mail: [ ]

and

29.3.2 if to the CCG, addressed to [ ];

Tel: [ ]
Fax: [ ]
E.Mail: [ ]

30 VARIATION [24]

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;

[24] The Partners may find it helpful to set out a procedure for agreeing to add a new scheme to the framework arrangement.

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 arises out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF this Agreement has been executed by the Partners on the date of this Agreement[25]

SIGNED for and on behalf of)
BATH AND NORTH EAST SOMERSET)
COUNCIL by

Authorised
Signatory……...

Signed for on behalf of **NHS BATH AND NORTH EAST SOMERSET CLINICAL COMMISSIONING GROUP**

Authorised
Signatory……

[25] Partners to confirm execution blocks

SCHEDULE 1 – BCF SCHEME SPECIFICATION

Part 1 – Services Schedule

SERVICE SCHEDULE

Unless the context otherwise requires, the defined terms used in this Scheme Specification shall have the meanings set out in the Agreement. Table 1 gives the financial breakdown of the Better Care Fund Schemes with the Lead Commissioner identified

Table 1 – Scheme summary and financial breakdown

BCF Revenue Schemes					Lead Commissioner		Total
Scheme Name	**Area of Spend**	**Please specify if Other**	**Provider**	**Source of Funding**	**BaNES CCG**	**B&NES Council**	**2015/16 (£000)**
1. Extended Hours Service	Other	Scheme covers integrated care and support across health and social care.	Charity/Voluntary Sector	CCG Minimum Contribution		559	559
2. Handyperson, Step Down and Intensive Home from Hospital	Other	Scheme covers integrated care and support across health and social care.	Charity/Voluntary Sector	CCG Minimum Contribution		342	342
3. Older People's Independent Living Service	Social Care		Charity/Voluntary Sector	CCG Minimum Contribution		100	100
4. Integrated Re-ablement & Rehabilitation	Other	Scheme covers integrated care and support across health and social care.	Charity/Voluntary Sector	CCG Minimum Contribution		500	500
5. Rural Support Service	Social Care		Charity/Voluntary Sector	CCG Minimum Contribution		208	208
6. Social Care Pathway Re-design Council	Social Care		Charity/Voluntary Sector	CCG Minimum Contribution		1,000	1,000
6. Social Care Pathway Re-design CCG	Community Health		Charity/Voluntary Sector	CCG Minimum Contribution		1,000	1,000
7. Care Act Implementation	Social Care		Local Authority	CCG Minimum Contribution		481	481
8. Integrated Care & Support	Community Health		Private Sector	CCG Minimum Contribution	2,008		2,008
9. Protection of Social Care	Social Care		Private Sector	CCG Minimum Contribution		4,141	4,141
10. Increased capacity in the Approved Mental Health Practitioner Service & DOLS	Mental Health		Local Authority	CCG Minimum Contribution		150	150
11. Social Prescribing	Mental Health		Charity/Voluntary Sector	CCG Minimum Contribution	100		100

12. Mental Health Re-ablement Beds	Mental Health		NHS Mental Health Provider	CCG Minimum Contribution		100	100
13. Increased capacity in the Learning Disabilities Social Work Service	Mental Health		Charity/Voluntary Sector	CCG Minimum Contribution		168	168
16. Support for Carers	Social Care		Charity/Voluntary Sector	CCG Minimum Contribution		234	234
17. Community Cluster Model	Community Health		Charity/Voluntary Sector	Additional CCG Contribution		-	
Total					**2,108**	**8,983**	**11,091**

BCF Capital Schemes					**Lead Commissioner**		**Total**
Scheme Name	**Area of Spend**	**Please specify if Other**	**Provider**	**Source of Funding**	**BaNES CCG**	**B&NES Council**	**2015/16 (£000)**
14. Disabled Facilities Grant	Social Care		Local Authority	Local Authority Social Services		552	552
15. Social care capital	Social Care		Private Sector	Local Authority Social Services		406	406
Total					**-**	**958**	**958**

Better Care Fund Total					**-**	**9,941**	**12,049**

Table 2 – Financial details (and timescales)

Total amount of revenue funding to be transferred from BaNES CCG to B&NES Council and amount in each year:

Funding Stream	**Year**	**£**	**Invoicing Dates**
Section 75 Transfer	2015/16	£8,227,404	On or shortly after 1st April
Payment for Performance	2015/16	£755,596	Quarterly from 1st April
Total		**£8,983,000**	

2. Financial Governance Arrangements

2.1 Financial Management

Budget Approvals / Sign Off

For funding where the Council is the lead Commissioner the delegated authority for the approval of scheme expenditure will sit with the pooled fund manager or their delegated officers with budget management responsibilities.

For funding where the CCG is the lead Commissioner the delegated authority will sit within the existing financial governance arrangements for the lead commissioner whose commissioning portfolio will cover the specific scheme.

2.2 Audit Arrangements

The Better Care Fund will be internally audited as part of the B&NES 2015/16 audit plan for the People and Communities Directorate

The external audit will fall within the annual audit of accounts for both the Council and CCG

2.3 Financial Management

All BCF expenditure will be committed through existing financial systems that are in place in BaNES CCG and Council and follow existing system controls for the authorisation of expenditure

Financial monitoring will be incorporated into the existing monthly budget monitoring and reporting arrangements in place in both CCG and Council. Specific reporting on the Better Care Fund will be taken regularly to the Joint Commissioning Committee to assure both partners that the financial objectives set out in the Better Care Fund plan are being achieved.

The Joint Commissioning Committee shall be notified of any projected underspends through the Better Care Fund financial monitoring arrangements. The treatment of underspends should be retained within the Better Care Fund with its use agreed by the Joint Commissioning Committee or delegated to the Pooled Fund Manager.

Unless the Parties shall agree otherwise all underspends shall at the end of the financial year shall belong to the Council and be earmarked for future Better Care Fund scheme expenditure, the application to be agreed between the Parties in accordance with the mechanisms set out in this document

As with underspends the Joint Commissioning Committee are to be notified of any projected overspends, In the event of a scheme overspending, the funding of overspends will be reviewed by the Joint Commissioning Committee against the overall Better Care Funding available and follow the decision making set out in clause 5.5 of this agreement.

Through the application of clause 5.5 funding of overspends would be at the discretion of the Joint Commissioning Committee and or delegated to the pooled fund manager if the funding could be met from within existing delegated budgets. If the funding cannot be met from the available pooled fund and available resources the funding request will be subject to Council and CCG approval processes

3. VAT

For the purposes of this Agreement it is deemed that this is a non-business activity and VAT is not chargeable to the CCG from the Local Authority.

The Parties will follow all current and subsequent legislation and guidance on payments and VAT including in the Department of Health's "Guidance on the Health Act Section 31 Partnership Agreements" issued in 2000.

PART 2 – AGREED SCHEME SPECIFICATIONS

Detailed scheme descriptions are included in the BCF plan submission:
http://www.england.nhs.uk/wp-content/uploads/2014/12/bcf-bath-prt1.pdf

BCF Investment	Project Ref	2015/16 spend (Minimum) £ Recurrent	Description	National Conditions							Outcomes and Metrics						
				Develop and agree a joint Better Care plan	Protection for social care services (not spending)	Support the development of 7-day services	Better data sharing between health and social care, based on the NHS number	Where funding is used for integrated packages of care, there is an accountable lead professional	Engage with all providers likely to be affected by the use of the fund	Admissions to residential and care homes	Effectiveness of reablement	Delayed transfers of care	Avoidable emergency admissions	Patient / service user experience	Local Metric
Protection for adult social care services	BC01	1,575,397	Alongside the expansion of the Integrated Re-ablement Service and investment in related voluntary sector services, these schemes aim to transform the adult social care system to deliver an integrated service that will support and safeguard older and vulnerable people to maximize their independence.	✓	✓		✓	✓	✓	✓	✓	✓	✓			
7 day working	BC02	350,000	Increased capacity within the Hospital Social Work Service and within the Integrated Re-ablement Service to provide seven day operational cover means that discharges from our acute and community hospitals can take place every day of the week.	✓	✓	✓		✓	✓	✓	✓	✓	✓		✓	
Care Bill Implementation	BC03	46,955	Supporting the system change's associated with the implementation of the Care Bill	✓				✓								
Integrated reablement	BC04	500,000	The Integrated Re-ablement Service is set to expand to widen access to individuals who may historically have been directed into the Adult Social Care pathway. The inclusion of social care staff within the integrated service will mean that those requiring Community Care Assessments have access to this as part of their re-ablement journey, thus avoiding the need for handover delays for those who require longer term care.	✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓
Integrated reablement and hospital discharge	BC05	209,000	As above	✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓
Prevention and early intervention	BC06	100,000	Low level housing related and social support, including assistance with shopping and domestic tasks, pop-in visits and a range of assistive technology enhances wellbeing and a sense of community safety amongst the older population and aims to delay or reduce the need for higher end and/or statutory services.	✓	✓			✓		✓	✓	✓	✓	✓		
Integrated care and support	BC07	2,008,000	Supporting the continuation and expansion of existing jointly commissioned and managed services through the pooling of resources, where they have historically demonstrated qualitative and quantitative benefits to Health & Social Care.	✓	✓		✓	✓	✓	✓			✓	✓	✓	✓
Admission avoidance	BC08	208,000	Providing integrated re-ablement in care homes and extra care schemes not only maintains the independence and functioning of residents but also develops a culture of care which is based on recovery and rehabilitation rather than escalation and dependency.	✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓
Hospital discharge	BC09	341,648	Bespoke units of step down accommodation facilitate timely discharge for patients who, following illness or surgery are unable to return home immediately. This may be due to the unsuitability of their accommodation in terms of access for therapy input and/or equipment.	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	
Disabled Facilities Grant	BC10	552,000	Mandatory Disabled Facilities Grants (DFGs) are available from local authorities, subject to a means test, for essential adaptations to give disabled people better access to essential facilities within the home. The legislation governing DFGs in England and Wales is the 1996 Housing Grants, Construction and Regeneration Act.	✓	✓		✓	✓		✓	✓		✓	✓	✓	

BCF Investment	Project Ref	2015/16 spend (Minimum) £	Description	National Conditions						Outcomes and Metrics					
		Recurrent		Develop and agree a joint Better Care plan	Protection for social care services (not spending)	Support the development of 7-day services	Better data sharing between health and social care, based on the NHS number	Where funding is used for integrated packages of care, there is an accountable lead professional	Engage with all providers likely to be affected by the use of the fund	Admissions to residential and care homes	Effectiveness of reablement	Delayed transfers of care	Avoidable emergency admissions	Patient / service user experience	Local Metric
Social care capital	BC11	406,000	Capital funding to contribute towards social care community projects	✔	✔			✔		✔	✔		✔	✔	
Support for carers	BC12	234,000	Support those with caring responsibilities to identify themselves as carers at an early stage, recognising the value of their contribution and involving them from the outset both in designing local care provision and in planning individual care packages	✔				✔		✔	✔		✔	✔	
Social Care Pathway Redesign	BC13	2,000,000	The project aims to deliver an integrated adult social care pathway which places greater emphasis on prevention, early intervention & rehabilitation, thus reducing and/or delaying the need for more complex health and social care interventions.	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔
Mental Health Reablement	BC14	100,000	Providing a 3-bedded Adult of working age pre-crisis/respite facility to be run by Sirona Care and Health in conjunction with their Mental Health reablement (only one of two in the country) and Community Support services to enhance early intervention.	✔	✔		✔		✔		✔		✔	✔	✔
Increased capacity in the Approved Mental Health Practitioner Service & DOLS	BC15	150,000	Over the last three years there has been an annual increase of approximately 30% in the total numbers of Mental Health Act assessments completed in B&NES. The increase in the number of assessments completed locally reflects the national picture. Increasing the AMHP Service will have a positive impact on the Councils duty to fulfil its requirements. There has also been a 27:1 increase in DOLS applications; this will enable the duty to be fulfilled for hospital and care homes.	✔	✔	✔	✔	✔		✔			✔		
Increased capacity in the Learning Disabilities Social Work Service	BC16	168,000	Post Winterbourne View, and in line with national requirements, a more rigorous framework for placement reviews, particularly for people with challenging behaviour and/or complex needs is required. To deliver these outcomes provider investment in the LD service covering safeguarding and reviews will help meet statutory requirements.	✔	✔			✔	✔	✔			✔	✔	
Adult Social Care demographic change & Preventative Services	BC17	3,000,000	Due to demographic change and the associated increase in demand, complexity and acuity of the needs being met, additional funding is required to ensure the national condition of protection for adult social care services is met. Funding will be transferred to support demand pressures on existing services, including those commissioned to meet assessed, eligible adult social care need, ensuring successful client outcomes will be achieved.	✔	✔	✔		✔	✔	✔	✔	✔	✔	✔	✔
Community Cluster Model	BC18		The overarching aim of the new model is to deliver integrated community teams which are aligned to the five practice clusters in BaNES in order to respond in a sustainable way to the increasing volume, complexity and acuity of older people.	✔	✔	✔	✔	✔	✔	✔		✔	✔	✔	✔
Social Prescribing	BC19	100,000	Social Prescribing to enable clinicians and health workers redirect suitable patients away from the NHS and towards opportunities in their local community	✔		✔		✔						✔	✔
Total		**12,049,000**													

SCHEDULE 2 – GOVERNANCE

1 Joint Commissioning Committee

1.1 The terms of reference of the Joint Commissioning Committee is as followings:

JOINT COMMISSIONING COMMITTEE

NHS Bath and North East Somerset

Clinical Commissioning Group

Terms of Reference

1 Introduction

The Joint Commissioning Committee is established in accordance with NHS Bath and North East Somerset Clinical Commissioning Group's Constitution, Standing Orders and Scheme of Reservation and Delegation, Bath & North East Somerset Council's Scheme of Delegations and the Joint Working Framework Agreement.

These terms of reference set out the membership, remit, responsibilities and reporting arrangements of the Committee and shall have effect as if incorporated into the NHS Bath and North East Somerset CCG's Constitution and Standing Orders and Bath & North East Somerset Council's Scheme of Delegations.

The Committee is authorised by the CCG Governing Body and Bath & North East Somerset Council to act within its terms of reference. All Members and employees of the NHS Bath and North East Somerset CCG and relevant officers of Bath & North East Somerset Council are directed to co-operate with any request made by the Committee.

2 Membership

2.1 The Committee shall be appointed by both parties to the joint working arrangements as set out in the Group(s) Constitution and may include individuals who are not on the Governing Bodies.

2.2 The Chair and Vice Chair of the Group will rotate every 6 months between the NHS Bath and North East Somerset CCG Accountable Officer and the Bath & North East Somerset Council Strategic Director for People and Communities.

2.3 The core membership of the Committee (the "core membership") shall consist of:

2.3.1 NHS Bath and North East Somerset CCG Accountable Officer

2.3.2 NHS Bath and North East Somerset CCG Chief Financial Officer

2.3.3 NHS Bath and North East Somerset CCG Director of Commissioning and Service Transformation

2.3.4 Bath and North East Somerset CCG Medical Director

2.3.5 Bath and North East Somerset CCG Director of Nursing

2.3.6 Bath & North East Somerset Council Strategic Director for People and Communities

2.3.7 Bath & North East Somerset Council Deputy Director, Adult Care, Health & Housing Strategy & Commissioning

2.3.8 Bath & North East Somerset Council Deputy Director for Children & Young People, Strategy & Commissioning

2.3.9 Bath & North East Somerset Council Director of Public Health

2.3.10 Bath & North East Somerset Council Finance Manager (People and Communities

2.3.11 In attendance:
Bath & North East Somerset Council and Bath and North East Somerset CCG Strategic Finance Business Partner, Joint Commissioning

2.4 Clinical Membership:
CCG GP Cluster leads may be invited to attend when significant decisions affecting clinical services are required

2.5 Non-Core membership:
In addition, other members of staff from the CCG, Bath & North East Somerset Council and the Commissioning Support Unit (CSU) may be asked to attend meetings to support the business being discussed.

3 Secretary

3.1 The Secretary shall record the minutes of all meetings of the Committee and be provided by the CCG.

4 Quorum

4.1 A quorum shall be:

Joint business service agenda:	Two members of the CCG and two members of the Council
CCG business service agenda:	Three members of the CCG and two members of the Council
Council business service agenda:	Three members of the Council and two members of the CCG
CCG Clinical Service agenda:	Three members of the CCG one of whom shall be clinical as per 2.4 and two members of the Council

5 Frequency of meetings

5.1 Meetings shall be held monthly.

6 Remit and responsibilities of the Committee

6.1 The Committee shall through its joint business service agenda:

6.1.1 Develop the overarching vision and development of further joint working between the CCG and Council and make recommendations to the CCG Board and Council Cabinet/relevant Cabinet Member(s).

6.1.2 Review joint service strategies, plans and performance and risk across the partnership.

6.1.3 Review savings and delivery plans by both organisations to ensure a shared understanding, to agree areas for an integrated approach and to mitigate against any negative impacts.

6.1.4 Develop integrated commissioning e.g. through exploring further options for pooled budgets and sharing of commissioning support functions.

6.1.5 Provide a forum for delegated decision-making on specific commission and/or oversight of decisions being recommended to other decision-making bodies.

6.1.6 Recommend to the Governing Body and Council Cabinet/Cabinet Member(s), the strategic, business and financial plan for the CCG and Council taking into account the input of the committees and the Clusters;

6.1.7 Ensure that both parties are aware of and complies with their legal and statutory obligations, and operates in a safe and legally compliant manner, taking appropriate professional advice where necessary;

6.1.8 The management of day to day risks and issues are the responsibility of the individual organisations. Matters of significance to the partnership arrangements will be discussed by this group, which will report to the CCG Board and the Joint Oversight Committee for joint working and Health & Wellbeing Board as appropriate;

6.1.9 Delegate responsibility for identifying, securing and aligning the necessary resources needed to deliver the strategic objectives of the CCG, Council and the partnership, including:

(a) building and maintaining flexible teams;

(b) resourcing different streams of work differently and flexibly;

(c) drawing on the range of different skills and resources available to the Group, including Commissioning Support Services;

(d) negotiating, entering into and managing contracts with third parties for the Group;

6.1.10 Recommending to the Governing Body and Council Cabinet/Cabinet Member(s) a financial strategy to include any risk sharing or management arrangements;

6.1.11 Monitoring provider contract performance, QIPP plans and overall use of resources, including recommending to the Governing Body QIPP business cases for approval and release of reserves;

6.1.12 Monitoring financial performance in relation to key national targets and the NHS Outcomes Framework and Council performance monitoring regimes as they relate to the partnership.

6.1.13 Oversee effective delivery of commissioning support services to the CCG. The day to day responsibility sits with the CCG Executive Group.

6.1.14 Manage and co-ordinate the overall communication and consultation process for the CCG and Council's health and social care commissioning activities.

6.1.15 Be responsible for the organisational development of the CCG and the Council's partnership arrangements, identifying and implementing opportunities for further integration.

6.1.16 Ensure that the Governing Body and Council Cabinet/Cabinet Member(s) are well supported in their work

The Committee shall through its clinical service agenda:

6.1.17 lead the development of primary care strategy

6.1.18 monitor Cluster performance against their duties and responsibilities as Members of the Group and identify potential areas for development support;

6.1.19 be responsible for the operational delivery of agreed strategy, including strategic commissioning intentions, translating the clinical and innovation strategy determined by the Governing Body and Cabinet;

7 Sub Committees

The committee is authorised to establish sub committees and short life groups as appropriate to deliver the responsibilities detailed above.

8 Accountability and decision making powers

The Group shall in accordance with its respective Standing Orders and Scheme of Reservation and Delegation:

8.1 Report on its decisions and recommendations, where appropriate, to the CCG Governing Body and Cabinet/Cabinet Member(s). The submission to the CCG Governing Body shall include details of any matters in respect of which actions or improvements are needed.

8.2 The Committee will report annually to the CCG Governing Body and the Joint Oversight Committee in respect of the fulfilment of its functions in connection with these terms of reference.

8.3 The CCG's annual report shall include a section describing the work of the Joint Commissioning Committee in discharging its responsibilities.

9 Policy and best practice

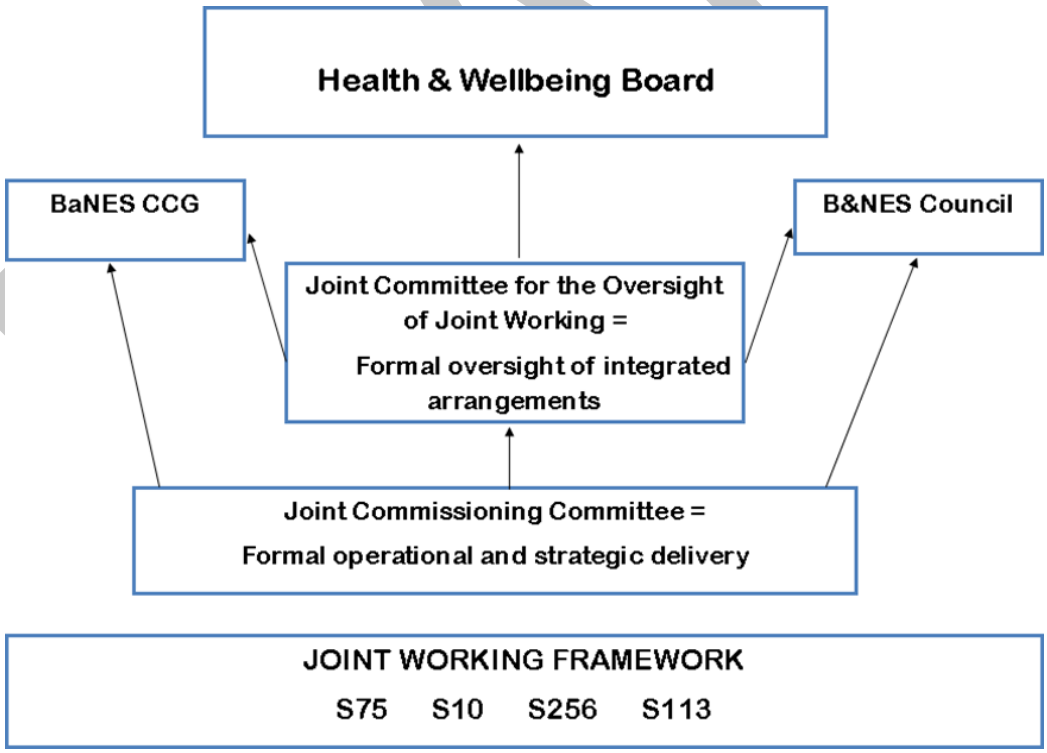
9.1 The Committee is authorised by the Governing Body and Council Scheme of Delegations instruct professional advisors and request the attendance of individuals and authorities from outside the Group with relevant experience and expertise if it considers this necessary for or expedient to the exercise its functions.

9.2 The Committee is authorised to obtain such internal information as is necessary and expedient to the fulfilment of its functions.

10 Conduct of the Committee

The terms of reference of the Committee shall be reviewed by the Governing Body and Council Officers in accordance with the Council's Scheme of Delegations at least annually. Minor changes to the terms of reference can be made without a full update of the CCG Constitution.

The diagram below shows the joint governance structure with reporting to both B&NES Council and CCG.



SCHEDULE 3– RISK SHARE AND OVERSPENDS

1 To the extent that the pay for performance element of the Better Care fund is not available to the Pooled fund the partners have agreed :-

Both CCG and Council may wish to continue funding Better Care Fund schemes in the event of not achieving the emergency admissions targets.

The basis for funding scheme cost pressures as a result of no pay for performance transfer is as follows:

If there are non-committed funds from within the pooled fund these will be earmarked to mitigate the reduction in pay for performance funding transfer.

Scheme reductions will be considered with a review of the performance and outcomes of schemes with the view to reduce funding or stop investing in schemes that are not achieving their intended outcomes.

Where the non-achievement of the emergency admissions targets has created a CCG cost pressure in funding acute activity the CCG will fund 100% of the first £250k of over activity from its planned contingency for over performance above planned levels in non-elective admissions. This will allow the pay for performance funding to transfer to the Council to fund BCF schemes.

In the event that the CCG's £250k planned contingency for over performance is fully committed against non-achievement of emergency admission reductions the Council and CCG will each bear 50% of the BCF pay for performance cost pressure arising from under performance of the emergency admissions target.

In the event that the CCG's total planned contingency has to be fully utilised to fund wider system pressures the CCG's Chief Finance Officer and Councils Chief Finance Officer will hold the right to review the outlined risk share arrangement and agree how to fund cost pressures from the non-delivery of emergency admissions.

<u>Overspend</u>

The financial treatment of overspends has been outlined in Schedule 1 under Finance Governance Arrangements, the additional actions below act as guidelines when considering overspends:

(a) The Joint Commissioning Committee shall consider what action to take in respect of any actual or potential Overspends

(b) The Joint Commissioning Committee shall acting reasonably having taken into consideration all relevant factors including, where appropriate the Better Care Fund Plan and any agreed outcomes and any other budgetary constraints agree appropriate action in relation to Overspends which may include the following:

(c) whether there is any action that can be taken in order to contain expenditure;

(d) whether there are any underspends that can be vired from any other fund maintained under this Agreement;

(e) how any Overspend shall be apportioned between the Partners, such apportionment to be just and equitable taking into consideration all relevant factors.

(f) The Partners agree to co-operate fully in order to establish an agreed position in relation to any Overspends.

(g) Subject to any continuing obligations under any Service Contract entered into by either Partner, either Partner may give notice to terminate a Service of Individual Scheme where the Scheme Specification provides and where the Service does not form part of the Better Care Fund Plan.

SCHEDULE 4 – PERFORMANCE ARRANGMENTS

Individual Better Care Fund schemes listed in the plan identify key performance indicators to be applied to each scheme. For all BCF schemes that will be incorporated into contract performance management arrangements with the providers who are delivering the schemes.

In line with the Finance reporting arrangements outlined in schedule 1 BCF performance will be reported through a monthly performance dashboard and taken to the Joint Commissioning Committee for review. This dashboard will focus on the delivery against the national metrics forecast as part of the BCF submission. The metrics are as follows, with details on the forecast and relationship to BCF schemes in the table below:

- Total Emergency Admissions
- Permanent admissions of older people (aged 65 and over) to residential and nursing care homes, per 100,000 population
- Proportion of older people (65 and over) who were still at home 91 days after discharge from hospital into reablement / rehabilitation services
- Delayed transfers of care from hospital per 100,000 population
- Patient / Service user experience
- Local Measure

Metric	Definition	% forecast change 14/15	% forecast change 15/16	How will schemes contribute to this?
Non Elective Admissions	Total non-elective admissions in to hospital (general & acute), all-age, per 100,000 population	-0.3%	-1.9%	•The key schemes that will drive the 2015/16 change are all aimed at the frail elderly : The Social Care Pathway Re-design (scheme 6) will assess and provide packages to service users more quickly, the Community Cluster Model (scheme 17) will focus on patients / service users already in poor health and pull together health and care services to specifically focus on keeping the patients / service users well enough to stay out of hospital. •Other schemes will also act as enablers but are not expected to have additional direct impacts. • Enabling schemes include: Extended Hours Services (scheme 1), Hospital Discharge - Handyperson, Step Down and Intensive Home from Hospital (scheme 2), Older People's Independent Living Service (scheme 3), Integrated Re-ablement & Rehabilitation (scheme 4), Rural Support Scheme (scheme 5), Integrated Care & Support (scheme 8), Mental Health Re-ablement Beds (scheme 12)
Residential admissions	Permanent admissions of older people (aged 65 and over) to residential and nursing care homes, per 100,000 population	-3.9%	-8.2%	• The Extended Hours Services (scheme 1) are expected to save 10% on the June 2014 rate of 11, an additional 1.1 admissions per month (for 6 months in 2014/15 and full year 2015/16). • In 2014/15 Integrated Re-ablement & Rehabilitation (scheme 4) is also expected to save 10% on the June 2014 rate of 11, an additional 1.1 admissions per month (for 6 months in 2014/15 and full year 2015/16). • There is an assumption there is no overlap between these savings and that other contributing schemes would significantly overlap with these schemes. • Enabling schemes include Hospital Discharge - Handyperson, Step Down and Intensive Home from Hospital (scheme 2), Older People's Independent Living Service (scheme 3), Rural Support Scheme (scheme 5), Social Care Pathway Re-design (scheme 6), Mental Health Re-ablement Beds (scheme 12), Increased Capacity in the Learning Disabilities Social Work Service (scheme 13), The Community Cluster Model (scheme 17). NB. The metrics use the figures rounded down.

Metric	Definition	% forecast change 14/15	% forecast change 15/16	How will schemes contribute to this?
Delayed transfers of care	Delayed transfers of care (delayed days) from hospital per 100,000 population (aged 18+).	14.6%	-13.5%	At this time specific impacts have not been quantified for the individual schemes but the strongest drivers will be: • The Extended Hours Services (scheme 1) will move services to 7 days with extended hours. • The Hospital Discharge - Handyperson, Step Down and Intensive Home from Hospital service (scheme 2). • Integrated Re-ablement & Rehabilitation service (scheme 4). • Social Care Pathway Re-design (scheme 6) and Protection of Social Care (scheme 9). • Enabling schemes include Hospital Discharge - Handyperson, Step Down and Intensive Home from Hospital (scheme 2), Older People's Independent Living Service (scheme 3), Rural Support Scheme (scheme 5), Integrated Care & Support (scheme 8), Increased Capacity in the Learning Disabilities Social Work Service (scheme 13)
Reablement	Proportion of older people (65 and over) who were still at home 91 days after discharge from hospital into reablement / rehabilitation services	0.9%	0.8%	This metric relates directly to the Integrated Re-ablement & Rehabilitation service (scheme 4) and the Extended Hours Services (scheme 1) . It will supported by a range of enabling services including: • The Hospital Discharge - Handyperson, Step Down and Intensive Home from Hospital service (scheme 2). • Social Care Pathway Re-design (scheme 6) and Protection of Social Care (scheme 9). • The Community Cluster Model (scheme 17)
Patient/Service User Experience metrics	I am extremely satisfied' or 'I am very satisfied' or 'I am very happy with the way staff help me, it's really good' ASCOF 3A measure but for over 65s only	1.4%	2.0%	This survey is sent to random sample of everyone receiving support in the year from the adult social care service including almost all the schemes within the Better Care Fund.
Local metric	Proportion of high risk people being case managed via Intensive Community Support and Intensive Community Tracking (Community Cluster teams) with an integrated personalised care plan and lead accountable professional. Snapshot at period end.	5.8%	5.5%	The Community Cluster Model (scheme 17)

SCHEDULE 5 – BETTER CARE FUND PLAN

The Bath and North East Somerset Council / CCG Better Care Fund plan can be found here:

http://www.england.nhs.uk/wp-content/uploads/2014/12/bcf-bath-prt1.pdf

SCHEDULE 6 – POLICY FOR THE MANAGEMENT OF CONFLCITS OF INTEREST

NHS England has provided statutory guidance for CCGs titled 'Managing conflicts of interest: statutory guidance for CCGs', last updated Dec 2014.

It sets out how CCGs should manage conflicts of interest. It contains specific provisions in relation to co-commissioning primary care services but the guidance is relevant to CCG responsibilities generally. The guidance applies equally to jointly commissioned services.

The guidance is available at this link –
http://www.england.nhs.uk/wp-content/uploads/2014/12/man-confl-int-guid-1214.pdf

Conflicts of interest arising for the Better Care Fund will be managed in line with this guidance.

The Bath and North East Somerset Council policy on Conflicts of Interest is:

It is important that all potential conflicts of interests are properly identified and recorded and that a record of appropriate action taken is made. This will assist in maintaining public confidence and assist in achieving the Council's commitment to tackle fraud and corruption within or external to the organisation.

It is the responsibility of the Council to ensure that all staff are made aware of their duties and responsibilities arising from Section 117 of the Local Government Act 1972.

This requires individuals to declare any financial interest, whether direct or indirect, in any existing or proposed contract.

The Council's Employee Code of Conduct states that:

- Employees must declare to the Chief Executive or their Director any financial or non-financial interests that they consider could conflict with the Council's interests (e.g. Chair of a voluntary group receiving financial assistance from the Council)

- Employees should declare to the Chief Executive or their Director membership of any organisation not open to the public without formal membership and commitment of allegiance and which has secrecy about rules or membership or conduct.

SCHEDULE 7 – INFORMATION GOVERNANCE PROTOCOL

The CCG and Council have a corporate governance structure that ensures the principles of the Data Protection Act are adhered.
Both organisations submit a self-assessment using the NHS Information Governance Toolkit and so ensure that staff training and awareness of Information Governance issues pervade throughout each organisation and jointly commissioned areas.