

## **Cabinet – 24 June 2015**

### **Better Care Fund – Section 75 Pooled Budget with Walsall Clinical Commissioning Group**

**Portfolio:** Councillor E Hughes, Care and Safeguarding

**Related portfolios:** Public Health and Wellbeing

**Service:** Social Care and Inclusion

**Wards:** All

**Key decision:** Yes

**Forward plan:** No

#### **1.0 Summary**

1.1 Previous reports to Cabinet have provided the background and progress with implementation of the Better Care Fund (BCF) and on the 18 March 2015 Cabinet gave approval to the Council hosting the BCF Pooled Budget. Section 75 of the National Health Services Act 2006 requires parties to have a written agreement in place to define the legal framework for establishing and operating the BCF Pooled Budget between the Walsall Clinical Commissioning Group (Walsall CCG) and the Council.

1.2 The Section 75 agreement for the BCF Pooled Budget (the 'BCF Agreement') has been drafted in line with government guidance. The Health and Wellbeing Board considered the BCF Legal Agreement at its meeting of 27 April 2015 and gave approval in principle pending further work to finalise the drafting of the BCF Agreement, and subject to approval of both the Cabinet and Walsall CCG.

#### **2.0 Recommendations**

2.1 To approve the legal agreement between Walsall CCG and Walsall Metropolitan Borough Council for the BCF Pooled Budget of £23.977m in 2015/16 under Section 75 of the National Health Services Act 2006.

#### **3.0 Report detail**

3.1 Section 75 agreements for joint commissioning have been in place for some time in Walsall and so the legal teams of Walsall CCG and the Council were asked to provide advice on the legal arrangements necessary to meet the

combined aim to update the previous Section 75 arrangements, and to establish and operate a new pooled budget for the Better Care Fund.

- 3.2 In Walsall, a partnership model for joint commissioning was established in 2009 whereby the majority of the service budgets of each agency (i.e. the NHS and the Council) have largely remained separate, but have been simultaneously the responsibility of a joint team of both health and social care commissioners. This has had a major benefit in that the budget responsibility has largely remained within each agency, whilst still achieving greater cost effectiveness and improved outcomes through a higher level of integration. Within this model, there were two pooled budgets under one Section 75 agreement, these being: (i) learning disability services and (ii) integrated community equipment service, both hosted by the Council (“Section 75 Agreement 2009”).
- 3.3 The Section 75 Agreement 2009 for this arrangement transferred from NHS Walsall to Walsall CCG when the CCG was established in April 2013 and there is a need to update this arrangement. This is necessary because the Section 75 agreement for the learning disability pooled budget will be continuing as a separate arrangement, and also to allow for other pooled funds under delegated transfer of statutory responsibility to be created in future if appropriate. This will also cover where there is delegation without a pooled fund (e.g. for continuing health care payments that are channelled to providers via Council payment systems, including for some children).
- 3.4 The updated Section 75 agreement will continue to cover arrangements for joint funding of some commissioning posts and also revised arrangements in relation to the provision of tier 2/3 CAMHS services (therapeutic support service for looked after children, children with a Child Protection Plan or who have been adopted). The delivery of this service is being progressed between Children’s Services and the CCG through discussions with Dudley and Walsall Mental Health Trust and the council contribution to this service will be covered in the S75 Agreement.
- 3.5 There is also now a new statutory requirement to establish a pooled budget for the Better Care Fund. The legal advice is to enter into a separate Section 75 agreement for the Better Care Fund pooled budget because there are funding conditions for the Better Care Fund that do not apply to other pooled funds i.e. Pay for Performance Targets.
- 3.6 There is also a requirement for an agreement covering transfers of funding that are not a delegated transfer of statutory responsibility. These will be transfers of funding under Section 256 of the National Health Act 2006.
- 3.7 The Department of Health required the Section 75 agreement for the Better Care Fund to be finalised by a deadline of 23 April 2015 to enable the transfer of funding from Walsall CCG to the Council as the host agency for the Better Care Fund Pooled Budget to take place. The legal teams representing the Council and Walsall CCG have been drafting the Better Care Fund Section 75 agreement since the decision was taken that the Council will host the pooled

fund and based on government guidance issued at the end of March 2015.  
The final version of the agreement is attached at **Appendix 1**.

3.8 The Better Care Fund Section 75 agreement follows a standard template that was prepared by Bevan Britten, and has a set of terms and conditions together with a suite of schedules which form the agreement. The schedules to the Better Care Fund Section 75 Agreement are as follows:

Ref	Schedule
1	<p><b>The Better Care Fund</b></p> <p>This schedule sets out the financial arrangements for the Better Care Fund.</p>
2	<p><b>Better Care Fund Work-streams</b></p> <p>The schedule summarises the work-streams. There are eight in the Walsall Plan as follows:</p> <ul style="list-style-type: none"> <li>Community Integration</li> <li>Transitional Care Pathways</li> <li>Assistive Technology</li> <li>Dementia Care</li> <li>Mental Health Services</li> <li>Support to Carers</li> <li>Long Term Social Care</li> <li>Voluntary Sector</li> </ul>
3	<p><b>Governance Arrangements</b></p> <p>This schedule describes the role of the Joint Commissioning Committee as the partnership board with delegated authority for overseeing the Better Care Fund Section 75 arrangements and reporting to the Health and Well Being Board. Delegated authority is via the Accountable Officer of Walsall CCG, and the Executive Director for the Council, in line with the delegated authority policies and procedures of each partner.</p> <p>Where decisions are required to be taken by the Governing Body of Walsall CCG and the Council Cabinet, then these decisions will take the recommendations of the Health and Well Being Board in to consideration.</p>
4	<p><b>Risk Share and Overspends</b></p> <p>This schedule sets out the arrangements for the Payment for Performance Fund and the agreement for sharing risk associated with overspends within the Better Care Fund.</p> <p>The Payment for Performance Fund is a sum that is agreed between the partners (i.e. Walsall CCG and the Council),</p>

	and is held back as a contingency in the event that the target for reducing emergency admissions to hospital is not met. If the target reduction is not achieved, then this element of the fund needs to be used for additional expenditure on emergency admissions in the acute hospital. Should this be the case, then Walsall CCG will determine how this funding will be spent, in agreement with the Council. In Walsall, the partners have agreed that this is a sum of £1,050,000, and the proposed use for this funding will be reported to the Health and Well Being Board.
5	<p><b>Joint Working Obligations</b></p> <p>This schedule sets out the obligations of the Council as the host for the pooled fund (i.e. the lead commissioner), and Walsall CCG (i.e. the other partner). The schedule therefore sets out at high level the joint accountability framework (see below).</p>
6	<p><b>Better Care Fund Plan</b></p> <p>This is the Walsall Plan as submitted in final form at December 2014, together with the Annexes.</p>
7	<p><b>Policy for the Management of Conflicts of Interest</b></p> <p>This will refer to the Nolan principles on public life, the relevant provisions of the Council's Code of Conduct for members and Walsall CCG Code of Conduct for Governing Body Members and policies for managing conflicts of interest to the extent relevant.</p>
8	<p><b>Information Governance</b></p> <p>A data sharing protocol.</p>
9	<p><b>Performance Schedule</b></p> <p>This will describe the arrangements for joint performance monitoring of the Better Care Fund metrics.</p>

- 3.9 Work will commence to update the Section 75 Agreement 2009 as detailed in paragraph 3.2 above which includes the arrangements for the pooled budget for learning disability services. Legal advice will be sought for an agreement over other financial transfers between the Walsall CCG and the Council.
- 3.10 The Health and Wellbeing Board received a report on the Better Care Fund Section 75 agreement in its meeting of 27 April 2015. The Health and Wellbeing Board gave approval in principle to the Better Care Fund Section 75

agreement subject to finalisation of the content and obtaining the subsequent approval from Walsall Clinical Commissioning Group's Governing Body and from Walsall Metropolitan Borough Council's Cabinet.

#### **4.0 Council priorities**

- 4.1 Both the Council Corporate Plan and the Health and Well-Being Strategy for Walsall identify the importance of promoting independence for people and thus reducing emergency admissions to hospital and care homes, or the number of people who develop on-going care and support needs. Improving integration between health and social care services in accordance with the requirements of the Better Care Fund will enable Walsall Council to take a more co-ordinated approach to delivering the aims set out in those strategies.

#### **5.0 Risk management**

- 5.1 A joint risk register has been developed as part of the arrangements for the Better Care Fund. Risks include the risk of non-achievement of targets resulting in higher than planned expenditure on service delivery e.g. emergency admissions to hospital and/or care home placements; a breakdown in relationships between partner agencies; and greater risk to patient safety resulting from the drive to reduce hospital admissions and/or care home placements.

#### **6.0 Financial implications**

- 6.1 The details of the arrangements for the pooled budget were set out in the 18 March 2015 Cabinet report. The Better Care Fund Section 75 Agreement sets out the terms and conditions for risk sharing of financial over (or under)-spends within the pooled budget for the Better Care Fund. These are largely standard clauses drawn from national guidance, and will be a continuation of previous arrangements for local joint funding.
- 6.2. In year reporting to the Joint Commissioning Committee, and through that to the Health and Wellbeing Board, on the pooled budget for the Better Care Fund and other pooled budget budgets, will be part of a joint accountability framework and will provide an accurate forecast of projected over or under spends and identify how these will be addressed between the Council and Walsall CCG.

#### **7.0 Legal implications**

- 7.1 All relevant pooled funding arrangements must be entered into in compliance with Section 75 of the National Health Service Act 2006 and the Council's

Legal Services Team has assisted with drafting the terms and conditions for the Better Care Fund Section 75 Agreement on behalf of the Council.

7.2 Legal Services will continue to work with officers to ensure that all necessary legal processes are in place to minimise the risk to the Council in relation to the Better Care Fund Section 75 Agreement.

7.3 Legal Services (and the Council's Procurement team where necessary) will be consulted to advise and assist Council officers in relation to the potential further agreements detailed in paragraphs 3.3 and 3.6 of this Cabinet Report.

## **8.0 Property implications**

8.1 There are no immediate property implications for the Council.

## **9.0 Health and wellbeing implications**

9.1 The plan for the BCF is a key component of the chapter in the Health and Well Being Strategy on supporting older people. The overarching aim is to maintain independence, health and well-being amongst older people, and others with long term conditions, thus reducing dependence upon hospital, admissions to care homes, and enabling more people to remain at home for a longer period of their lives.

## **10.0 Staffing implications**

10.1 In the longer term greater integration between health and social care services will inevitably lead to some changes in organisational arrangements and ways of working in service delivery between the health agencies in Walsall and Walsall Council, and this will impact on staff. Consultation will take place with staff and their Trade Unions on any proposed changes. In the meantime all staff will continue to work for their existing employers with collocation, joint working or secondments where necessary to achieve integration objectives.

## **11.0 Equality implications**

11.1 There are no negative equality impacts arising from approval of the Section 75 legal agreement. Health and social care services must be ethically sensitive and ensure that they address the different needs of all of the community. An equality impact assessment is an on-going feature of the overall programme for implementation of the BCF plan as the impact of prevention of admissions to care homes and hospitals needs to be in accordance with the needs of all sections of the local population.

## **12.0 Consultation**

- 12.1 Consultation on specific service changes is an on-going feature of work on the Better Care Fund. Further consultation will take place at both informal and formal levels as the development of integration continues. A stakeholder engagement plan is a requirement as part of the development of the overall Better Care Fund plan, and this is underway.
- 12.2. There will be need to involve users, carers, and patients of the services included in the Better Care Fund to ensure they receive better outcomes and quality of service.

### **Background papers**

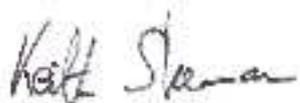
Cabinet – 18 March 2015: Better Care Fund – Arrangements for Establishing a Pooled Budget (Section 75 of the National Health Service Act 2006) between Walsall Metropolitan Council and Walsall Clinical Commissioning Group

Health and Well Being Board - 2 March 2015: Better Care Fund – Arrangements for Establishing a Pooled Budget (Section 75 of the National Health Act 2006) between Walsall Council and Walsall CCG

Health and Well Being Board – 27 April 2015: Better Care Fund – Section 75 Agreement

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9 June 2015



Councillor E Hughes  
**Portfolio Holder**  
**Care and Safeguarding**

16 June 2015

**Dated** 2015

**NHS WALSALL CLINICAL COMMISSIONING GROUP**  
**and**  
**WALSALL METROPOLITAN BOROUGH COUNCIL**

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

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**THIS AGREEMENT** is made on                      day of  
2015

## **PARTIES**

- (1) **NHS WALSALL CLINICAL COMMISSIONING GROUP** of Jubilee House, Bloxwich Lane, Walsall, WS2 7JL (the "**CCG**"); and
- (2) **WALSALL METROPOLITAN BOROUGH COUNCIL** of Civic Centre, Darwall Street, Walsall, WS1 1TP (the "**Council**").

## **BACKGROUND**

- (A) The Council has responsibility for commissioning and/or providing social care services on behalf of the population of the borough of Walsall.
- (B) The CCG has the responsibility for commissioning health services pursuant to the 2006 Act in the borough of Walsall.
- (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 also the means through which the Partners will be able to pool funds and align budgets as agreed between the Partners.
- (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;
  - c) make more effective use of resources through the establishment and maintenance of a pooled fund for revenue expenditure on the Services and
  - d) support the delivery of the overall vision for the social care and health economy for Walsall of one ambition, working as one for everyone.
- (G) The Partners will jointly be carrying 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 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 23, the Partner whose obligations under the Agreement have been affected by the occurrence of a Force Majeure Event.

**Agreement** means this agreement including its Schedules and Appendices.

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

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

**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 Metrics** means the metrics specified in Part 1 to Schedule 9.

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

**Better Care Pooled Fund** means the pooled fund as specified in Schedule 1 established and maintained by the Partners in accordance with the Regulations.

**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 1 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 Services Contract as consideration for the provision of Services and which, for the avoidance of doubt, does not include any Default Liability or Performance Payment.

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

**Financial Contributions** means the financial contributions made by each Partner to the Better Care Pooled Fund for each Individual Workstream in any Financial Year.

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

**Force Majeure Event** means one or more of the following:

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

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

**Functions** means the NHS Functions and the Health Related Functions.

**Health Related Functions** means 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 Workstream Specification. This is subject to the exclusions listed in Regulation 6(a)(i) to (vi) of the Regulations together with such exclusions and limitations as specified in the relevant Workstream Specification.

**Host Partner** for the Better Care Pooled Fund means the Council .

**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 Workstream** means one of the workstreams which is agreed by the Partners to be included as a Schedule within this Agreement using the powers under Section 75 of the 2006 Act as documented in a Workstream Specification.

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

**Internal Procedures** means the levels of authority from the Council's Constitution and the CCG's Standing Orders, Scheme of Delegation and Standing Financial Instructions which are to be adhered to in relation to this Agreement where applicable.

**Joint Commissioning Committee** means the partnership board responsible for review of performance and oversight of this Agreement as set out in Schedule 3, previously known as the "Vulnerable Adults Executive Board".

**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 Schemes in relation to an Individual Workstream 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 a Scheme under a Workstream Specification.

**Local Objectives** means the outcomes for the delivery of the Better Care Fund in the Metropolitan Borough of Walsall as are more particularly set out in the Better Care Fund Plan.

**Local Performance Metrics** means those metrics for each Individual Workstream specified in Part 2 of Schedule 9.

**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-Recurrent Payments** means funding provided by a Partner to the Better Care Pooled Fund in respect of an Individual Workstream in addition to the Financial Contributions pursuant to arrangements agreed in accordance with Clause 9.4.

**Overspend** means any expenditure from the Better Care Pooled Fund in a Financial Year for any Scheme in an Individual Workstream which exceeds that element of the Financial Contribution to the Better Care Pooled Fund for that Scheme for that Financial Year save where such overspend results from Payment for Performance Fund payments not being available to the Better Care Pooled Fund.

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

**Payment for Performance Fund Contingency Fund** means the element of the Better Care Pooled Fund as specified in the table of Financial Contributions for 2015/16 at Schedule 1 (or

as varied for subsequent Financial Years) which shall be used for the purposes set out in paragraph 1.1.2 of Schedule 4.

**Payment for Performance Fund** means the sum as specified in paragraph 3.1 of Schedule 1 to be used in accordance with paragraphs 3.3 to 3.6 of Schedule 1.

**Performance Measures** means the Better Care Fund Metrics and the Local Performance Metrics.

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

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

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

**Permitted Expenditure** has the meaning given in Clause 7.3.

**Personal Data** means Personal Data as defined by the 1998 Act.

**Pooled Fund Manager** means such officer of the Host Partner which includes a Section 113 Officer for the Better Care Pooled Fund as is nominated by the Host Partner from time to time to manage the Better Care Pooled Fund in accordance with Clause 8.

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

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

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

**Scheme** means the groups of Services as specified in any Workstream Specification.

**Services** means such health and social care services as agreed from time to time by the Partners as contributing to the Schemes commissioned under this Agreement and as more specifically defined in each Workstream 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 Workstream.

**Service User** means those individual for whom the Partners have a responsibility to commission the Services and references to "**Service Users**" shall be construed accordingly.

**SOSH** means the Secretary of State for Health.

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

**Underspend** means the expenditure in any Financial Year from the Better Care Pooled Fund for any Scheme in an Individual Workstream is less than the aggregate value of the Financial Contributions made for that Financial Year.

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

**Workstream Specification** means a specification setting out the arrangements for an Individual Workstream agreed by the Partners to be commissioned under this Agreement which shall, in all cases be agreed prior to any such Workstream becoming operative.

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

the rate prevailing on the date such other currency first became legal tender in the United Kingdom.

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

## **2 TERM**

- 2.1 This Agreement shall come into force on the Commencement Date.
- 2.2 This Agreement shall continue until it is terminated in accordance with Clause 21.
- 2.3 The duration of the arrangements for each Individual Workstream shall be as set out in the relevant Workstream 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 The Partners enter into this Agreement in order to support the delivery of the overall shared vision for the Walsall health and social care economy of one ambition, working as one for everybody.
- 3.4 For the avoidance of doubt, the aims and outcomes relating to an Individual Workstream may be set out in the relevant Workstream Specification.

## **4 PARTNERSHIP FLEXIBILITIES**

- 4.1 This Agreement sets out the mechanism through which the Partners will work together to establish one or more of the following:
- 4.1.1 Integrated Commissioning;
  - 4.1.2 Lead Commissioning; and
  - 4.1.3 the establishment of the Better Care Pooled Fund.

in relation to Individual Workstreams (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 Workstream Specification and the Partners shall agree arrangements designed to achieve the greatest degree of delegation to the other Partner necessary for the purposes of this Agreement which is consistent with the statutory constraints.

## **5 FUNCTIONS**

- 5.1 The purpose of this Agreement is to establish a framework through which the Partners can secure the provision of health and social care services in accordance with the terms of this Agreement.
- 5.2 This Agreement shall include such functions as shall be agreed from time to time by the Partners.
- 5.3 Where the Partners add a new Individual Workstream to this Agreement a Workstream Specification in the form set out in Part 1 of Schedule 1 shall be completed and agreed between the Partners. The initial Workstream Specifications are set out in Part 2 of Schedule 1.
- 5.4 The Partners shall not enter into a Workstream Specification in respect of an Individual Workstream unless they are satisfied that the Individual Workstream in question will improve health and well-being in accordance with this Agreement.
- 5.5 The introduction of any Individual Workstream will be subject to business case approval by the Joint Commissioning Committee and subject to Internal Procedures.

## **6 COMMISSIONING ARRANGEMENTS**

### Integrated Commissioning

- 6.1 Where there are Integrated Commissioning arrangements in respect of an Individual Workstream, 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 Workstream Specification are commissioned within each Partners Financial Contribution in respect of that particular Service in each Financial Year.
- 6.4 Each Partner shall keep the other Partner and the Joint Commissioning Committee regularly informed of the effectiveness of the arrangements including the Better Care Pooled Fund and any Overspend or Underspend in respect of any Scheme within any Individual Workstream in the Better Care Pooled Fund.
- 6.5 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

- 6.6 Where there are Lead Commissioning Arrangements in respect of an Individual Workstream the Lead Commissioner shall:

- 6.6.1 exercise the NHS Functions in conjunction with the Health Related Functions as identified in the relevant Workstream Specification;
- 6.6.2 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.
- 6.6.3 commission Services for individuals who meet the eligibility criteria set out in the relevant Workstream Specification;
- 6.6.4 contract with Provider(s) for the provision of the Services on terms agreed with the other Partners;
- 6.6.5 comply with all relevant legal duties and guidance of both Partners in relation to the Services being commissioned;
- 6.6.6 where Services are commissioned using the NHS Standard Form Contract, perform the obligations of the "Commissioner" and "Co-ordinating Commissioner" with all due skill, care and attention and where Services are commissioned using any other form of contract to perform its obligations with all due skill and attention;
- 6.6.7 undertake performance management and contract monitoring of all Services Contracts, reporting on performance by exception to the Joint Commissioning Committee;
- 6.6.8 in consultation with the Joint Commissioning Committee, undertaking any enforcement action pursuant to any Services Contract;
- 6.6.9 make payment of all sums due to a Provider pursuant to the terms of any Services Contract;
- 6.6.10 keep the other Partner and the Joint Commissioning Committee regularly informed of the effectiveness of the arrangements including the Better Care Pooled Fund and any Overspend or Underspend for any Scheme in the Better Care Pooled Fund.

## **7 ESTABLISHMENT OF THE BETTER CARE POOLED FUND**

- 7.1 In exercise of their respective powers under Section 75 of the 2006 Act, the Partners have agreed to establish and maintain the Better Care Pooled Fund for revenue expenditure as set out in the Workstream Specifications.
- 7.2 The Better Care 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 the Better Care Pooled Fund may only be expended on the following:
  - 7.3.1 the Contract Price;
  - 7.3.2 where the Council is to be the Provider, the Permitted Budget;
  - 7.3.3 Performance Payments;
  - 7.3.4 Third Party Costs;
  - 7.3.5 Approved Expenditure

*("Permitted Expenditure")*

- 7.4 The Partners may only depart from the definition of Permitted Expenditure to include or exclude other revenue expenditure with the express written agreement of each Partner.
- 7.5 For the avoidance of doubt, monies held in the Better Care Pooled Fund may not be expended on Default Liabilities unless this is agreed by all Partners.
- 7.6 Pursuant to this Agreement, the Partners agree to appoint a Host Partner for the Better Care Pooled Fund. The Host Partner shall be the Partner responsible for:
- 7.6.1 holding all monies contributed to the Better Care Pooled Fund on behalf of itself and the other Partners;
  - 7.6.2 providing the financial administrative systems for the Better Care 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 The Pooled Fund Manager in respect of the Better Care Pooled Fund shall have the following duties and responsibilities:
- 8.1.1 the day to day operation and management of the Better Care Pooled Fund;
  - 8.1.2 ensuring that all expenditure from the Better Care Pooled Fund is in accordance with the provisions of this Agreement and the Workstream Specifications;
  - 8.1.3 maintaining an overview of all joint financial issues affecting the Partners in relation to the Services and the Better Care Pooled Fund;
  - 8.1.4 ensuring that full and proper records for accounting purposes are kept in respect of the Better Care Pooled Fund;
  - 8.1.5 report the progress in each Individual Workstream to the Joint Commissioning Committee as required by Schedule 3;
  - 8.1.6 ensuring action is taken to manage any projected under or overspends relating to any Individual Workstream within the Better Care Pooled Fund in accordance with this Agreement;
  - 8.1.7 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 Better Care Pooled Fund for all Individual Workstreams and together with such other information as may be required by the Partners and the Joint Commissioning Committee to monitor the effectiveness of the Better Care 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.
  - 8.1.8 preparing and submitting reports to the individual Partners or the Health and Wellbeing Board as required by them.
- 8.2 In carrying out their responsibilities as provided under Clause 8.1 the Pooled Fund Manager shall have regard to the recommendations of the Joint Commissioning Committee and shall be accountable to the Partners.

- 8.3 Save where otherwise agreed by the Joint Commissioning Committee, there shall be no transfer of funds between Individual Workstreams [or Schemes within Individual Workstreams] within the Better Care Pooled Fund.

## **9 FINANCIAL CONTRIBUTIONS**

- 9.1 The Financial Contribution of the CCG and the Council to the Better Care Pooled Fund for the first Financial Year of operation of each Individual Workstreams shall be as set out in Schedule 1.
- 9.2 For future years, the Partners will be responsible for making proposals to the Joint Commissioning Committee to determine the Financial Contribution of the CCG and the Council to the Better Care Pooled Fund.
- 9.3 Financial Contributions will be paid as set out in Schedule 1 for the first Financial Year.
- 9.4 With the exception of Clause 12, no provision of this Agreement shall preclude the Partners from making additional contributions of Non-Recurrent Payments to the Better Care 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.

## **10 NON FINANCIAL CONTRIBUTIONS**

- 10.1 Non-financial contributions of each Partner including Staff (including the Pooled Fund Manager), premises, IT support and other non-financial resources necessary to perform a Partner's obligations pursuant to this Agreement (including, but not limited to, management of Service Contracts and the Better Care Pooled Fund) will be funded by and remain in the ownership of the contributing Partner.
- 10.2 The Partners agree that, save as otherwise agreed, all Staff shall, during the term of this Agreement, continue to be employed by their respective employers as at the Commencement Date and that there shall be no transfer of employees, but that employees employed by one Partner may second to the other Partner for fixed periods with specified expiry dates for the purpose facilitating the delivery of services under this Agreement.

## **11 RISK SHARE ARRANGMENTS, OVERSPENDS AND UNDERSPENDS**

### **Risk share arrangements**

- 11.1 The Partners have agreed risk share arrangements as set out in Schedule 4, which provide for financial risks arising within the commissioning of services from the Better Care Pooled Fund and the financial risk to the pool arising from the payment for performance element of the Better Care Fund.

### **Overspends in Better Care Pooled Fund**

- 11.2 Subject to Clause 11.1, the Host Partner for the Better Care Pooled Fund shall manage expenditure from the Better Care Pooled Fund within the Financial Contributions and shall ensure that the expenditure is limited to Permitted Expenditure.
- 11.3 The Host Partner shall not be in breach of its obligations under this Agreement if an Overspend occurs PROVIDED THAT the only expenditure from the Better Care Pooled Fund has been in accordance with Permitted Expenditure and it has informed the Joint Commissioning Committee in accordance with Clause 11.4.
- 11.4 In the event that the Pooled Fund Manager identifies an actual or projected Overspend the Pooled Fund Manager must ensure that the Joint Commissioning Committee is informed as soon as reasonably possible and the provisions of the relevant Workstream Specification and Schedule 4 shall apply.

## **Underspend**

- 11.5 In the event that expenditure from the Better Care Pooled Fund for any Individual Workstream for which Financial Contributions within the Better Care Pooled Fund are made 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 Internal Procedures(or equivalent) of the Partners and the terms of the Performance Payment Arrangement.

## **12 CAPITAL EXPENDITURE**

The Better Care Pooled Fund shall not normally be applied towards any one-off expenditure on goods and/or services, which will provide continuing benefit and would historically have been funded from the capital budgets of one of the Partners. If a need for capital expenditure is identified this must be agreed by the Partners.

## **13 VAT**

- 13.1 The Partners shall agree the treatment of the Better Care Pooled Fund for VAT purposes in accordance with any relevant guidance from HM Customs and Excise.
- 13.2 Subject to Clause 13.1, Services commissioned by the Council will be subject to the VAT regime of the Council and Services commissioned by the CCG will be subject to the VAT regime of the National Health Service.

## **14 AUDIT AND RIGHT OF ACCESS**

- 14.1 All Partners shall promote a culture of probity and sound financial discipline and control. The Host Partner shall arrange for the audit of the accounts of the Better Care Pooled Fund and shall require the Audit Commission to make arrangements to certify an annual return of those accounts under Section 28(1) of the Audit Commission Act 1998.
- 14.2 All internal and external auditors and all other persons authorised by the Partners will be given the right of access by them to any document, information or explanation they require from 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.

## **15 LIABILITIES AND INSURANCE AND INDEMNITY**

- 15.1 Subject to Clause 15.2, and 15.3, if a Partner ("First Partner") incurs a Loss arising out of or in connection with this Agreement or the Services Contract as a consequence of any act or omission of another Partner ("Other Partner") which constitutes negligence, fraud or a breach of contract in relation to this Agreement or the Services Contract then the Other Partner shall be liable to the First Partner for that Loss and shall indemnify the First Partner accordingly.
- 15.2 Clause 15.1 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.
- 15.3 If any third party makes a claim or intimates an intention to make a claim against either Partner, which may reasonably be considered as likely to give rise to liability under this Clause 15 the Partner that may claim against the other indemnifying Partner will:

- 15.3.1 as soon as reasonably practicable give written notice of that matter to the Other Partner specifying in reasonable detail the nature of the relevant claim;
  - 15.3.2 not make any admission of liability, agreement or compromise in relation to the relevant claim without the prior written consent of the Other Partner (such consent not to be unreasonably conditioned, withheld or delayed);
  - 15.3.3 give the Other Partner and its professional advisers reasonable access to its premises and personnel and to any relevant assets, accounts, documents and records within its power or control so as to enable the Indemnifying Partner and its professional advisers to examine such premises, assets, accounts, documents and records and to take copies at their own expense for the purpose of assessing the merits of, and if necessary defending, the relevant claim.
- 15.4 Each Partner shall ensure that they maintain policies of insurance (or equivalent arrangements through schemes operated by the National Health Service Litigation Authority) in respect of all potential liabilities arising from this Agreement.
- 15.5 Each Partner shall at all times take all reasonable steps to minimise and mitigate any loss for which one party is entitled to bring a claim against the other pursuant to this Agreement.

## **16 STANDARDS OF CONDUCT AND SERVICE**

- 16.1 The Partners will at all times comply with Law and ensure good corporate governance in respect of each Partner (including the Partners respective Internal Procedures ).
- 16.2 The Council is subject to the duty of Best Value under the Local Government Act 1999. This Agreement and the operation of the Better Care Pooled Fund is therefore subject to the Council's obligations for Best Value and the other Partners will co-operate with all reasonable requests from the Council which the Council considers necessary in order to fulfil its Best Value obligations.
- 16.3 The CCG is subject to the CCG Statutory Duties and these incorporate both a duty to act effectively, efficiently and economically and 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 Better Care Pooled Fund is therefore subject to ensuring compliance with the CCG Statutory Duties and clinical governance obligations.
- 16.4 The Partners are committed to an approach to equality and equal opportunities as represented in their respective policies. The Partners will maintain and develop these policies as applied to service provision, with the aim of developing a joint strategy for all elements of the service.

## **17 CONFLICTS OF INTEREST**

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

## **18 GOVERNANCE**

- 18.1 Overall strategic oversight of partnership working across the health and social care economy is vested in the Health and Well Being Board, which for these purposes shall make recommendations to the Partners as to any action it considers necessary.
- 18.2 The Partners have established the Joint Commissioning Committee, the terms of reference of which shall be as set out in Schedule 3.

- 18.3 The Joint Commissioning Committee is based on a joint working group structure. Each member of the Joint Commissioning Committee will have individual delegated responsibility from the Partner employing them to make decisions which enable the Joint Commissioning Committee to carry out its objects, roles, duties and functions as set out in this Clause 18 and Schedule 3.
- 18.4 Each Partner has secured internal reporting arrangements to ensure the standards of accountability and probity required by each Partner's own statutory duties and organisation are complied with.
- 18.5 The Joint Commissioning Committee shall be responsible for the overall approval (subject to Schedule 3 and Internal Procedures) of the Individual Workstreams, ensuring compliance with the Better Care Fund Plan and the strategic direction of the Better Care Fund.
- 18.6 Each Workstream Specification shall confirm the governance arrangements in respect of the Individual Workstream and how that Individual Workstream is reported to the Joint Commissioning Committee and Health and Wellbeing Board.

## **19 REVIEW**

- 19.1 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 of the Better Care Pooled Fund or the Individual Workstreams the subject of the Better Care Fund Plan and the provision of the Services within 3 Months before the end of each Financial Year.
- 19.2 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 3.
- 19.3 The Joint Commissioning Committee shall within 60 Working Days of the Annual Review prepare a joint annual report documenting the matters referred to in this Clause 19. A copy of this report shall be provided to both Partners and the Health and Wellbeing Board in compliance with Schedule 3.
- 19.4 In the event that the Partners fail to meet either the requirements of the Better Care Fund Plan or any other relevant statutory requirement the Partners shall provide full co-operation with any regulatory bodies (including NHS England) to agree a recovery plan.

## **20 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.

## **21 TERMINATION & DEFAULT**

- 21.1 Subject to the statutory requirements of the Better Care Fund, this Agreement may be terminated by either 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 Workstreams which are operational at the date of such notice being given.
- 21.2 Each Individual Workstream may be terminated (subject to Schedule 3 and Internal Procedures) by the Joint Commissioning Committee provided that the Partners ensure that the Better Care Fund requirements continue to be met.
- 21.3 If any Partner ("Relevant Partner") fails to meet any of its obligations under this Agreement, the other 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 22.

21.4 Termination of this Agreement (whether by effluxion of time or otherwise) shall be without prejudice to the Partners' rights in respect of any antecedent breach and any terms of this Agreement that expressly or by implication survive termination of this Agreement.

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

21.5.1 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;

21.5.2 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;

21.5.3 where either Partner has entered into a Service Contract such Partner shall use all 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 that Partner in breach of the Service Contract) where the other Partner requests the same in writing provided that the Partner that has entered into such Service Contract shall not be required to make any payments to the Provider for such amendment or termination unless the Partners shall have agreed in advance who shall be responsible for any such payment.

21.5.4 where a Service Contract held by either Partner relates all or partially to services which relate to the other Partner's Functions then provided that the Service Contract allows the other Partner to request that the Partner holding the Service Contract assigns the Service Contract in whole or part upon the same terms as the original contract with such changes as are necessary having been made to make sense of that contract.

21.5.5 the Joint Commissioning Committee shall continue to operate for the purposes of functions associated with this Agreement for the remainder of any Service Contracts and commitments relating to this Agreement; and

21.5.6 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.

21.6 In the event of termination in relation to an Individual Workstream the provisions of Clause 21.5 shall apply with such changes as are necessary to make sense in the relevant context, in relation to the Individual Workstream (as though references as to this Agreement were to that Individual Workstream).

## **22 DISPUTE RESOLUTION**

22.1 In the event of a dispute between the Partners arising out of this Agreement, either Partner may serve written notice of the dispute on the other Partner, setting out full details of the dispute.

22.2 The Authorised Officers shall meet in good faith as soon as possible and in any event within seven (7) days of notice of the dispute being served pursuant to Clause 22.1, at a meeting convened for the purpose of resolving the dispute.

- 22.3 If the dispute remains after the meeting detailed in Clause 22.2 has taken place, the Partners' respective chief executive and accountable officer or nominees shall meet in good faith as soon as possible after the relevant meeting and in any event with fourteen (14) days of the date of the meeting, for the purpose of resolving the dispute.
- 22.4 If the dispute remains after the meeting detailed in Clause 22.3 has taken place, then the Partners will attempt to settle such dispute by mediation in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure or any other model mediation procedure as agreed by the Partners. To initiate a mediation, either Partner may give notice in writing (a "**Mediation Notice**") to the other requesting mediation of the dispute and shall send a copy thereof to the Centre for Effective Dispute Resolution or an equivalent mediation organisation as agreed by the Partners asking them to nominate a mediator. The mediation shall commence within twenty (20) Working Days of the Mediation Notice being served. Neither Partner will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one (1) hour. Thereafter, paragraph 14 of the Model Mediation Procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the Partners). The Partners will co-operate with any person appointed as mediator, providing him with such information and other assistance as he shall require and will pay his costs as he shall determine or in the absence of such determination such costs will be shared equally.
- 22.5 Nothing in the procedure set out in this Clause 22 shall in any way affect either Partner's right to terminate this Agreement in accordance with any of its terms or take immediate legal action.

### **23 FORCE MAJEURE**

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

### **24 CONFIDENTIALITY**

- 24.1 In respect of any Confidential Information a Partner receives from another Partner (the "**Discloser**") and subject always to the remainder of this Clause 24, each Partner (the "**Recipient**") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:
- 24.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date; and

- 24.1.2 the provisions of this Clause 24 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 from a third party who is lawfully authorised to disclose such information.
- 24.2 Nothing in this Clause 24 shall prevent the Recipient from disclosing Confidential Information where it is required to do so in fulfilment of statutory obligations or by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law.
- 24.3 Each Partner:
- 24.3.1 may only disclose Confidential Information to its employees and professional advisors to the extent strictly necessary for such employees and advisors to carry out their duties under the Agreement;
  - 24.3.2 will ensure that, where Confidential Information is disclosed in accordance with Clause 24.3.1, the recipient(s) of that information is made subject to a duty of confidentiality equivalent to that contained in this Clause 24; and
  - 24.3.3 shall not use Confidential Information other than strictly for the performance of its obligations under this Agreement.

## **25 FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS**

- 25.1 The Partners agree that they will each cooperate with each other to enable any Partner receiving a request for information under the 2000 Act or the 2004 Regulations to respond to a request promptly and within the statutory timescales. This cooperation shall include but not be limited to finding, retrieving and supplying information held, directing requests to other Partners as appropriate and responding to any requests by the Partner receiving a request for comments or other assistance.
- 25.2 Any and all agreements between the Partners as to confidentiality shall be subject to their duties under the 2000 Act and 2004 Regulations. No Partner shall be in breach of Clause 25 if it makes disclosures of information in accordance with the 2000 Act and/or 2004 Regulations.

## **26 OMBUDSMEN**

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

## **27 INFORMATION SHARING**

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

## **28 NOTICES**

- 28.1 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 28.3 or such other address as each Partner may previously have notified to the other Partner in writing. A notice shall be deemed to have been served if:

- 28.1.1 personally delivered, at the time of delivery;
  - 28.1.2 sent by facsimile, at the time of transmission;
  - 28.1.3 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
  - 28.1.4 sent by electronic mail, at the time of transmission, provided that a telephone call was made to the recipient at the time the electronic mail was sent informing them that an electronic mail message had been sent to him (as evidenced by a contemporaneous note of the Partner sending the notice) and further that a hard copy of such notice is also sent on the same day by first class recorded delivery post (airmail if overseas).
- 28.2 In proving such service, it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority as prepaid first class or airmail letter (as appropriate), or that the facsimile was transmitted on a tested line or that the correct transmission report was received from the facsimile machine sending the notice, or subject to Section 28.1.4 that the electronic mail was properly addressed and no message was received informing the sender that it had not been received by the recipient (as the case may be).
- 28.3 The address for service of notices as referred to in Clause 28.1 shall be as follows unless otherwise notified to the other Partner in writing:
- 28.3.1 if to the Council, addressed to Executive Director Social Care & Inclusion, Walsall Metropolitan Borough Council, Civic Centre, Darwall Street, Walsall, WS1 1TP

Tel 01922 602438  
E.Mail Hedda.Nevett@Walsall.gov.uk  
and

- 28.3.2 if to the CCG, addressed to the NHS Walsall Clinical Commissioning Group, Jubilee House, Bloxwich Lane, Walsall WS2 7JL

Tel: 01922 618388  
Fax: 01922 618360  
E.Mail: Alan.Turrell@walsall.nhs.uk

## **29 VARIATION**

- 29.1 No variations to this Agreement will be valid unless they are recorded in writing and signed for and on behalf of each of the Partners.
- 29.2 The members of the Joint Commissioning Committee shall have delegated authority from their respective organisations to agree the addition of Individual Workstreams to the Agreement following consideration of a detailed business case at a Joint Commissioning Committee meeting.
- 29.3 Any other variation to the agreement, including any proposed variation following a review under the terms of Clause 19, will be subject to signed agreement from each of the Partners.

## **30 CHANGE IN LAW**

- 30.1 The Partners shall ascertain, observe, perform and comply with all relevant Laws, and shall do and execute or cause to be done and executed all acts required to be done under or by virtue of any Laws.
- 30.2 On the occurrence of any Change in Law, the Partners shall agree in good faith any amendment required to this Agreement as a result of the Change in Law subject to the Partners using all reasonable endeavours to mitigate the adverse effects of such Change in Law and taking all reasonable steps to minimise any increase in costs arising from such Change in Law.
- 30.3 In the event of failure by the Partners to agree the relevant amendments to the Agreement (as appropriate), the Clause 22 (Dispute Resolution) shall apply.

### **31 WAIVER**

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

### **32 SEVERANCE**

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

### **33 ASSIGNMENT AND SUB CONTRACTING**

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

### **34 EXCLUSION OF PARTNERSHIP AND AGENCY**

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

### **35 THIRD PARTY RIGHTS**

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

### **36 ENTIRE AGREEMENT**

- 36.1 The terms herein contained together with the contents of the Schedules constitute the complete agreement between the Partners with respect to the subject matter hereof and

supersede all previous communications representations understandings and agreement and any representation promise or condition not incorporated herein shall not be binding on any Partner.

- 36.2 No agreement or understanding varying or extending or pursuant to any of the terms or provisions hereof shall be binding upon any Partner unless in writing and signed by a duly authorised officer or representative of the parties.

### **37 COUNTERPARTS**

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

### **38 GOVERNING LAW AND JURISDICTION**

- 38.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 38.2 Subject to Clause 22 (Dispute Resolution), the Partners irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceedings, dispute or claim, which may arise out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

**IN WITNESS WHEREOF** this Agreement has been executed by the Partners on the date and year stated at the beginning of this Agreement.

Signed for on behalf of **NHS WALSALL  
CLINICAL COMMISSIONING )  
GROUP**

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Authorised Signatory

**THE COMMON SEAL of WALSALL)  
METROPOLITAN BOROUGH  
COUNCIL)**

was hereunto affixed in the presence of: )

## SCHEDULE 1– BETTER CARE POOLED FUND

The Better Care Pooled Fund is made up of contributions of the CCG and the Council as specified below.

It is recognised by the Partners that with the exception of the Assistive Technology Workstream that the Financial Contribution of the CCG to the Individual Workstreams funded from the Better Care Pooled Fund are allocations from existing section 75 arrangements relevant to those Individual Workstreams.

As a result of monies being paid into the Better Care Pooled Fund from such existing section 75 arrangements, the value of the funding of such existing section 75 arrangements has been reduced.

The Ring Fenced Grants referred to in the Table below may only be paid out of the Better Care Pooled Fund for use by the Council in accordance with the conditions attached to those grants.

All monies in the Better Care Pooled Fund allocated to Individual Workstreams may only be spent on those Individual Workstreams and shall be accounted for and reported in accordance with the Workstream Specifications.

### Financial Year 2015/2016

	CCG contribution (£'000)	Council Contribution (£'000)
Integration of Community Services	2,170	
Transitional Care Pathways A – Non-bed based B- - Bed based	5,684 7,110	
Assistive Technology <b>(Ring Fenced Grants)</b>	1,982	2,429
Dementia Care	220	
Mental Health	519	
Support to Carers	450	
Long Term Social Care (Community and Residential)	2,193	
Voluntary and Community Sector Impact on Hospital Flows	170	
Payment for Performance Fund Contingency Fund	1,050	
<b>Total Contribution to Better Care Pooled Fund</b>	<b>21,548</b>	<b>2,429</b>

### 1 HOST PARTNER

1.1 The Host Partner for the Better Care Pooled Fund is the Council and the Better Care Pooled Fund Manager, being an officer of the Host Partner is the Chief Finance Officer of the Council.

### 2 FINANCIAL GOVERNANCE ARRANGEMENTS

- 2.1 The CCG will transfer on the 2nd Working Day of each month via a bank mandate to the Council an amount equal to 1/12th of all Financial Contributions due to be made by the CCG into the Better Care Pooled Fund, with the exception of the amount attributable to the pay for performance element of the Better Care Pooled Fund (which shall be dealt with by the CCG in accordance with the National Conditions and which shall only be released into the Better Care Pooled Fund if performance conditions are met)
- 2.2 The Council will, two weeks after the date on which the CCG has transferred its Financial Contribution in accordance with paragraph 2.1.1 above, remit back to the CCG the funds required by the CCG to make payments for services directly commissioned by the CCG again based on an equal 1/12th basis.
- 2.3 There will be a service level agreement/specification for each workstream in place which will enable effective performance management and will also specify the approach to risk sharing.
- 2.4 A standard template will be developed to incorporate financial and performance data that will be reported at least Quarterly to:-
  - 2.4.1 Joint Commissioning Committee
  - 2.4.2 Health and Wellbeing Board
  - 2.4.3 NHS England
- 2.5 The respective VAT regimes of the Council and the CCG will apply in respect of the services which they commission in accordance with Clause 13.2 of the Agreement.
- 2.6 The Host Partner shall arrange for the audit of the accounts of the Better Care Pooled Fund in accordance with Clause 14.1 of this Agreement.
- 2.7 Utilisation of funding and Workstreams will be received by the Joint Commissioning Committee at least annually.

### **3 PAYMENT FOR PERFORMANCE FUND**

- 3.1 The Council and CCG confirm and agree that the sum of £1,372,290 (one million, three hundred and seventy-two thousand two hundred and ninety pounds) of the total value of the Better Care Pooled Fund equates to the calculation of the payment for performance fund on total emergency admissions made as required by and in accordance with Annex 1 – Payment for performance worked examples, Better Care Fund – Technical Guidance issued by NHS England and the Local Government Association dated 25<sup>th</sup> July 2014.
- 3.2 Payment of the Payment for Performance Fund by the CCG to the Better Care Pooled Fund is Quarterly in arrears and is dependent on the target for the reduction of total emergency admissions as specified in Better Care Fund Plan, or as such target is reduced by the Health and Wellbeing Board in line with NHS England: Better Care Fund Operationalisation Guidance and Non-Elective Admissions Ambitions, 20 March 2015, for the immediately preceding Quarter being met.
- 3.3 If the target referred to in paragraph 3.2 or as amended by the Partners as agreed and approved by the Health and Wellbeing Board is not met:
  - 3.3.1 the CCG may only release into the Better Care Pooled Fund such part of the Payment for Performance Fund for the immediately preceding Quarter as is proportionate to the partial achievement of that target; and
  - 3.3.2 the Council and the CCG agree that such amount of the Payment for Performance Fund Contingency Fund as continues to be available at the date at which the element of the Pay for Performance Fund is withheld from the Better Care Pooled Fund shall

be applied to meet any shortfall in the Better Care Pooled Fund arising as a result of non-payment of the Pay for Performance Fund into the Better Care Pooled Fund.

- 3.4 For the avoidance of doubt, the maximum amount payable in accordance with paragraph 3.3.2 shall be limited to the value of the Payment for Performance Fund Contingency Fund as specified in this Agreement.
- 3.5 Any part of the Payment for Performance Fund that is not released into the Better Care Pooled Fund due to the target not being met will be dealt with in accordance with NHS England guidance or requirements.
- 3.6 If actual performance exceeds the planned level of performance as specified in the Better Care Fund Plan for the relevant Quarter, the value of the Pay for Performance Fund payment, the CCG's contribution will be limited to the value of the Payment for Performance Fund.

#### **4 REPORTING AND ASSURANCE ARRANGEMENTS**

- 4.1 In line with the Guidance for the Operationalisation of the Better Care Fund in 2015-16, the Host Partner in partnership with the relevant Partner shall provide Quarterly and Annual reports on the overall operation of the arrangements for the Better Care Pooled Fund.
- 4.2 The Quarterly and Annual Report shall include the following information, using the template attached at Appendix A to this schedule to allow both monitoring of the effectiveness of the pooled fund arrangements and to provide assurance to NHS England as to the appropriate use of the fund.
  - 4.2.1 Summary of Income and Expenditure;
  - 4.2.2 Summary of Payment for Performance;
  - 4.2.3 Summary of Non-elective admissions performance;
  - 4.2.4 Summary of Support Metric performance; and
  - 4.2.5 Confirmation of compliance with BCF National Conditions.
- 4.3 The Joint Commissioning Committee shall prepare the reports and submit them for approval to the Health and Wellbeing Board in order to meet the deadlines for the submission of the quarterly reports to the Department of Health set out in the template in Appendix A.

## Appendix A – Report Template



Sample BCF  
Quarterly Report Ten

## SCHEDULE 2– WORKSTREAM SPECIFICATIONS

### Part 1 – Template Workstream Specification

#### TEMPLATE SERVICE SCHEDULE

Unless the context otherwise requires, the defined terms used in this Workstream Specification shall have the meanings set out in the Agreement.

#### 1. OVERVIEW OF INDIVIDUAL SERVICE

This Individual Workstream is the **[Insert name]** Workstream

Monies attributable to this Individual Workstream are derived from the Better Care Pooled Fund as more particularly set out in for this Workstream in Schedule 1.

The Host Partner for the Better Care Pooled Fund is the Council and the Better Care Pooled Fund Manager, being an officer of the Host Partner is the Chief Financial Officer of the Council.

#### 2. AIMS AND OUTCOMES

The specific aims and objectives of this Individual Workstream are as follows:

[To be inserted from amended Better Care Fund Plan/as agreed by the Council and the CCG]

#### 3. THE ARRANGEMENTS

The following applies in relation to this Individual Workstream:

- Integrated Commissioning;
- Lead Commissioning; and
- the allocation of monies from the Better Care Pooled Fund to this Individual Workstream.

#### 4. FUNCTIONS

##### NHS Functions

The functions of NHS bodies prescribed under regulation 5 of the Regulations subject of this Workstream are as follows:

1. The functions of arranging for the provision of services under sections 3, 3A and 3B of, and paragraphs 9 to 11 of Schedule 1, to the 2006 Act, including rehabilitation services and services intended to avoid admission to hospital but excluding surgery, radiotherapy, termination of pregnancies, endoscopy, the use of Class 4 laser treatments and other invasive treatments and emergency ambulance services.
2. The functions of providing the services referred to in paragraph 1, pursuant to arrangements made by a clinical commissioning group or the National Health Service Commissioning Board (“the Board”);
3. The functions of arranging for the provision of services under section 117 of the Mental Health Act 1983;
4. The functions of providing services referred to in paragraph 3 pursuant to arrangements made by a clinical commissioning group or the Board;

5. The functions of making direct payments under:
  - a) section 12A(1) of the National Health Service Act 2006 (direct payments for healthcare); and
  - b) the National Health Service (Direct Payments) Regulations 2013.

### **Health Related Functions**

The Health Related Functions prescribed under regulation 6 of the Regulations the subject of this Workstream are the health-related functions of local authorities set out in section 2B to the 2006 Act as referred to in paragraph 6(m) of the Regulations.

## **5. SCHEMES**

This Individual Workstream will deliver the following specific work:

- [CCG to insert summary of the Schemes/Services that fall under this Workstream from amended Better Care Fund Plan/as agreed by the Council and the CCG]

## **6. COMMISSIONING, CONTRACTING, ACCESS**

### ***Commissioning Arrangements***

The Partners will act as Lead Commissioner for the Schemes within this Workstream as specified in the table set out in Appendix A to this Schedule.

### ***Contracting Arrangements***

The contracts which form part of this Individual Workstream are as specified in Appendix A provided always it is acknowledged by the Partners that this list may be amended as additional contracts are added during the term of the Agreement.

## **7. FINANCIAL CONTRIBUTIONS**

Monies attributable to this Individual Workstream are derived from the Better Care Pooled Fund as more particularly set out for this Workstream in Schedule 1.

Financial resources in subsequent years to be determined in accordance with the Agreement.

The financial governance arrangements for this Individual Workstream are set out in Schedule 1.

## **8. GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP**

The governance arrangements as set out in Schedule 3 shall apply to this Individual Workstream.

## **9. NON FINANCIAL RESOURCES**

The provisions of Clause 10.1 of this Agreement shall apply.

**10. STAFF**

The provisions of Clause 10.2 of this Agreement shall apply.

**11. ASSURANCE AND MONITORING**

The provisions of Schedule 9 shall apply to this Individual Workstream

**12. INTERNAL APPROVALS**

The Partners will ensure that the levels of authority from the Council's Constitution and the CCG's Standing Orders, Scheme of Delegation and Standing Financial Instructions are adhered to in relation to this Individual Workstream.

**13. RISK AND BENEFIT SHARE ARRANGEMENTS**

The risk and benefit sharing arrangements set out in Schedule 4 will operate.

**14. REGULATORY REQUIREMENTS**

There are no regulatory requirements specific to this Individual Workstream.

**15. INFORMATION SHARING AND COMMUNICATION**

The Information Governance arrangements set out in Schedule 8 will apply.

**16. DURATION AND EXIT STRATEGY**

The provisions of Clause 21.2 of this Agreement will apply.

## **Part 2a – Integration of Community Services Workstream Specification**

Unless the context otherwise requires, the defined terms used in this Workstream Specification shall have the meanings set out in the Agreement.

### **1. OVERVIEW OF INTEGRATION OF COMMUNITY SERVICES WORKSTREAM**

This Individual Workstream is the Integration of Community Services Workstream

Monies attributable to this Individual Workstream are derived from the Better Care Pooled Fund as more particularly set out in for this Workstream in Schedule 1.

The Host Partner for the Better Care Pooled Fund is the Council and the Better Care Pooled Fund Manager, being an officer of the Host Partner is the Chief Financial Officer of the Council.

### **2. AIMS AND OUTCOMES**

The specific aims and outcomes of this Individual Workstream are as set out in the section “What is the strategic objective of this Scheme” of Annex 1.1 - Community Integration to the Better Care Fund Plan as attached at Schedule 6.

### **3. THE ARRANGEMENTS**

The following applies in relation to this Individual Workstream:

- Lead Commissioning; and
- the allocation of monies from the Better Care Pooled Fund to this Individual Workstream.

### **4. FUNCTIONS**

#### **NHS Functions**

The functions of NHS bodies prescribed under regulation 5 of the Regulations subject of this Workstream are as follows:

1. The functions of arranging for the provision of services under sections 3, 3A and 3B of, and paragraphs 9 to 11 of Schedule 1, to the 2006 Act, including rehabilitation services and services intended to avoid admission to hospital but excluding surgery, radiotherapy, termination of pregnancies, endoscopy, the use of Class 4 laser treatments and other invasive treatments and emergency ambulance services;
2. The functions of providing the services referred to in paragraph 1, pursuant to arrangements made by a clinical commissioning group or the National Health Service Commissioning Board (the “Board”);
3. The functions of arranging for the provision of services under section 117 of the Mental Health Act 1983;
4. The functions of providing services referred to in paragraph 3 pursuant to arrangements made by a clinical commissioning group or the Board;
5. The functions of making direct payments under:

- a) section 12A(1) of the National Health Service Act 2006 (direct payments for health care); and
- b) the National Health Service (Direct Payments) Regulations 2013.

### **Health Related Functions**

The Health Related Functions prescribed under regulation 6 of the Regulations the subject of this Workstream are the health-related functions of local authorities set out in section 2B to the 2006 Act as referred to in paragraph 6(m) of the Regulations.

## **5. SCHEMES**

This Individual Workstream will provide the specific work set out in the section "Overview of the Scheme" of Annex 1.1 - Community Integration to the Better Care Fund Plan as attached at Schedule 6 including without limitation the following work:

- redesign community health services to align with primary care localities;
- a single point of access for referrals;
- rapid response referral process and 24/7 response;
- alignment of social care teams with primary care localities;
- alignment of older people mental health teams to primary care localities;
- multi-disciplinary assessment and case management across primary, community, mental health and social care teams at locality level;
- risk stratification and case management of people most vulnerable to emergency admission to hospital;
- identifying 'frequent flyers' and working to prevent further admissions;
- LES for GP case management review of over 75's on patient list;
- greater utilisation of assistive technology to prevent emergency admission and care home placement;
- promoting a 'clinical wrap around' approach for those most vulnerable patients, including those residing in nursing and residential care settings and preventing avoidable hospital admissions;
- additional community nurse capacity to support nursing homes;
- additional community nurse capacity to support residential homes;
- providing specialist advice and treatment in liaison with other service providers, and professionals (e.g. therapy services) for patients with complex needs utilising appropriate referral pathways;
- establishing effective links with the continuing care team supporting nursing assessments and on-going intervention;
- adopting the Gold Standards Framework for Palliative Care and utilising appropriate pathways for end of life care.

## **6. COMMISSIONING, CONTRACTING, ACCESS**

### ***Commissioning Arrangements***

The Partners will act as Lead Commissioner for the Schemes within this Workstream as specified in the table set out in Appendix A to this Schedule.

### ***Contracting Arrangements***

The contracts which form part of this Individual Workstream are as specified in Appendix A provided always it is acknowledged by the Partners that this list may be amended as additional contracts are added during the term of the Agreement.

**7. FINANCIAL CONTRIBUTIONS**

Monies attributable to this Individual Workstream are derived from the Better Care Pooled Fund as more particularly set out for this Individual Workstream in Schedule 1.

Financial resources in subsequent years to be determined in accordance with the Agreement.

The financial governance arrangements for this Individual Workstream are set out in Schedule 1.

**8. GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP**

The governance arrangements as set out in Schedule 3 shall apply to this Individual Workstream.

**9. NON FINANCIAL RESOURCES**

The provisions of Clause 10.1 of this Agreement shall apply.

**10. STAFF**

The provisions of Clause 10.2 of this Agreement shall apply.

**11. ASSURANCE AND MONITORING**

The provisions of Schedule 9 shall apply to this Individual Workstream.

**12. INTERNAL APPROVALS**

The Partners will ensure that the levels of authority from the Council's Constitution and the CCG's Standing Orders, Scheme of Delegation and Standing Financial Instructions are adhered to in relation to this Individual Workstream.

**13. RISK AND BENEFIT SHARE ARRANGEMENTS**

The risk and benefit sharing arrangements set out in Schedule 4 will operate.

**14. REGULATORY REQUIREMENTS**

There are no regulatory requirements specific to this Individual Workstream.

**15. INFORMATION SHARING AND COMMUNICATION**

The Information Governance arrangements set out in Schedule 8 will apply.

**16. DURATION AND EXIT STRATEGY**

The provisions of Clause 21.2 of this Agreement will operate.

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## Part 2b – Transitional Care Pathways Workstream

Unless the context otherwise requires, the defined terms used in this Workstream Specification shall have the meanings set out in the Agreement.

### 1. OVERVIEW OF TRANSITIONAL CARE PATHWAYS WORKSTREAM

This Individual Workstream is the Transitional Care Pathways Workstream.

Monies attributable to this Individual Workstream are derived from the Better Care Pooled Fund as more particularly set out in for this Workstream in Schedule 1.

The Host Partner for the Better Care Pooled Fund is the Council and the Better Care Pooled Fund Manager, being an officer of the Host Partner is the Chief Financial Officer of the Council.

### 2. AIMS AND OUTCOMES

The specific aims and outcomes of this Individual Workstream are as set out in the section “What is the strategic objective of this Scheme” of Annex 1.2 - Transitional Care Pathways to the Better Care Fund Plan as attached at Schedule 6.

### 3. THE ARRANGEMENTS

The following applies in relation to this Individual Workstream:

- Lead Commissioning; and
- the allocation of monies from the Better Care Pooled Fund to this Individual Workstream.

### 4. FUNCTIONS

#### NHS Functions

The functions of NHS bodies prescribed under regulation 5 of the Regulations subject of this Workstream are as follows:

1. The functions of arranging for the provision of services under sections 3, 3A and 3B of, and paragraphs 9 to 11 of Schedule 1, to the 2006 Act, including rehabilitation services and services intended to avoid admission to hospital but excluding surgery, radiotherapy, termination of pregnancies, endoscopy, the use of Class 4 laser treatments and other invasive treatments and emergency ambulance services;
2. The functions of providing the services referred to in paragraph 1, pursuant to arrangements made by a clinical commissioning group or the National Health Service Commissioning Board (the “Board”);
3. The functions of arranging for the provision of services under section 117 of the Mental Health Act 1983;
4. The functions of providing services referred to in paragraph 3 pursuant to arrangements made by a clinical commissioning group or the Board;
5. The functions of making direct payments under:

- a) section 12A(1) of the National Health Service Act 2006 (direct payments for health care); and
- b) the National Health Service (Direct Payments) Regulations 2013.

## **Health Related Functions**

The Health Related Functions prescribed under regulation 6 of the Regulations the subject of this Workstream are the health-related functions of local authorities set out in section 2B to the 2006 Act as referred to in paragraph 6(m) of the Regulations.

## **5. SCHEMES**

This Individual Workstream will provide the specific work set out in the section “Overview of the Scheme” of Annex 1.2 - Transitional Care Pathways to the Better Care Fund Plan as attached at Schedule 6 including without limitation the following work:

- improve patient/service user flow on discharge from Walsall Manor Hospital by implementing EDD and S2 and S5 referrals;
- reduce the number and length of stay of complex patient/service users on the Clinically Stable List;
- intermediate Care beds – Hollybank Unit;
- intermediate Care beds – Richmond Hall block contract;
- intermediate Care beds – Spot Purchase;
- discharge to Assess beds;
- frail Elderly Pathway - promote home with care and independence at home;
- GP Medical cover to transitional care pathways;
- Ward 2 ex Swift Unit;
- provide an environment where patient/service users can make informed decisions about their long term support needs.

## **6. COMMISSIONING, CONTRACTING, ACCESS**

### ***Commissioning Arrangements***

The Partners will act as Lead Commissioner for the Schemes within this Workstream as specified in the table set out in Appendix A to this Schedule.

### ***Contracting Arrangements***

The contracts which form part of this Individual Workstream are as specified in Appendix A provided always it is acknowledged by the Partners that this list may be amended as additional contracts are added during the term of the Agreement.

## **7. FINANCIAL CONTRIBUTIONS**

Monies attributable to this Individual Workstream are derived from the Better Care Pooled Fund as more particularly set out for this Workstream in Schedule 1.

Financial resources in subsequent years to be determined in accordance with the Agreement.

The financial governance arrangements for this Individual Workstream are set out in Schedule 1.

**8. GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP**

The governance arrangements as set out in Schedule 3 shall apply to this Individual Workstream.

**9. NON FINANCIAL RESOURCES**

The provisions of Clause 10.1 of this Agreement shall apply.

**10. STAFF**

The provisions of Clause 10.2 of this Agreement shall apply.

**11. ASSURANCE AND MONITORING**

The provisions of Schedule 9 shall apply to this Individual Workstream.

**12. INTERNAL APPROVALS**

The Partners will ensure that the levels of authority from the Council's Constitution and the CCG's Standing Orders, Scheme of Delegation and Standing Financial Instructions are adhered to in relation to this Individual Workstream.

**13. RISK AND BENEFIT SHARE ARRANGEMENTS**

The risk and benefit sharing arrangements set out in Schedule 4 will operate.

**14. REGULATORY REQUIREMENTS**

There are no regulatory requirements specific to this Individual Workstream.

**15. INFORMATION SHARING AND COMMUNICATION**

The Information Governance arrangements set out in Schedule 8 will apply.

**16. DURATION AND EXIT STRATEGY**

The provisions of Clause 21.2 of this Agreement will apply.

## Part 2c – Assistive Technology Workstream

Unless the context otherwise requires, the defined terms used in this Workstream Specification shall have the meanings set out in the Agreement.

### 1. OVERVIEW OF ASSISTIVE TECHNOLOGY WORKSTREAM

This Individual Workstream is the Assistive Technology Workstream.

Monies attributable to this Individual Workstream are derived from the Better Care Pooled Fund as more particularly set out in for this Workstream in Schedule 1.

The Host Partner for the Better Care Pooled Fund is the Council and the Better Care Pooled Fund Manager, being an officer of the Host Partner is the Chief Financial Officer of the Council.

### 2. AIMS AND OUTCOMES

The specific aims and outcomes of this Individual Workstream are as set out in the section “What is the strategic objective of this Scheme” of Annex 1.3 - Assistive Technology to the Better Care Fund Plan as attached at Schedule 6.

### 3. THE ARRANGEMENTS

The following applies in relation to this Individual Workstream:

- Lead Commissioning; and
- the allocation of monies from the Better Care Pooled Fund to this Individual Workstream.

### 4. FUNCTIONS

#### NHS Functions

The functions of NHS bodies prescribed under regulation 5 of the Regulations subject of this Workstream are as follows:

1. The functions of arranging for the provision of services under sections 3, 3A and 3B of, and paragraphs 9 to 11 of Schedule 1, to the 2006 Act, including rehabilitation services and services intended to avoid admission to hospital but excluding surgery, radiotherapy, termination of pregnancies, endoscopy, the use of Class 4 laser treatments and other invasive treatments and emergency ambulance services;
2. The functions of providing the services referred to in paragraph 1, pursuant to arrangements made by a clinical commissioning group or the National Health Service Commissioning Board (the “Board”);
3. The functions of arranging for the provision of services under section 117 of the Mental Health Act 1983;
4. The functions of providing services referred to in paragraph 3 pursuant to arrangements made by a clinical commissioning group or the Board;
5. The functions of making direct payments under:

- a) section 12A(1) of the National Health Service Act 2006 (direct payments for health care); and
- b) the National Health Service (Direct Payments) Regulations 2013.

### **Health Related Functions**

The Health Related Functions prescribed under regulation 6 of the Regulations subject of this Scheme are the health-related functions of local authorities set out in section 2B to the 2006 Act as referred to in paragraph 6(m) of the Regulations.

## **5. SCHEMES**

This Individual Workstream will provide the specific work set out in the section “Overview of the Scheme” of Annex 1.3 - Assistive Technology to the Better Care Fund Plan as attached at Schedule 6 including without limitation the following work:

- Joint Telehealth Care Programme;
- Joint Telecare Programme;
- Integrated Community Equipment Service;
- Independent Living Centre (ILC);
- Programme of Major Adaptations to Housing.

## **6. COMMISSIONING, CONTRACTING, ACCESS**

### ***Commissioning Arrangements***

The Partners will act as Lead Commissioner for the Schemes within this Workstream as specified in the table set out in Appendix A to this Schedule.

### ***Contracting Arrangements***

The contracts which form part of this Individual Workstream are as specified in Appendix A provided always it is acknowledged by the Partners that this list may be amended as additional contracts are added during the term of the Agreement.

## **7. FINANCIAL CONTRIBUTIONS**

Monies attributable to this Individual Workstream are derived from the Better Care Pooled Fund as more particularly set out for this Workstream in Schedule 1 and include the ring fenced Disabilities Facilities Grants and the Social Care Capital Grants identified in the Better Care Pooled Fund for this Workstream.

Financial resources in subsequent years to be determined in accordance with the Agreement.

The financial governance arrangements for this Individual Workstream are set out in Schedule 1.

## **8. GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP**

The governance arrangements as set out in Schedule 3 shall apply to this Individual Workstream.

**9. NON FINANCIAL RESOURCES**

The provisions of Clause 10.1 of this Agreement shall apply.

**10. STAFF**

The provisions of Clause 10.2 of this Agreement shall apply.

**11. ASSURANCE AND MONITORING**

The provisions of Schedule 9 shall apply to this Individual Workstream.

**12. INTERNAL APPROVALS**

The Partners will ensure that the levels of authority from the Council's Constitution and the CCG's Standing Orders, Scheme of Delegation and Standing Financial Instructions are adhered to in relation to this Individual Workstream.

**13. RISK AND BENEFIT SHARE ARRANGEMENTS**

The risk and benefit sharing arrangements set out in Schedule 4 will operate.

**14. REGULATORY REQUIREMENTS**

There are no regulatory requirements specific to this Individual Workstream.

**15. INFORMATION SHARING AND COMMUNICATION**

The Information Governance arrangements set out in Schedule 8 will apply.

**16. DURATION AND EXIT STRATEGY**

The provisions of Clause 21.2 of this Agreement will apply.

## Part 2d – Dementia Care Workstream

Unless the context otherwise requires, the defined terms used in this Workstream Specification shall have the meanings set out in the Agreement.

### 1. OVERVIEW OF DEMENTIA CARE WORKSTREAM

This Individual Workstream is the Dementia Care Workstream

Monies attributable to this Individual Workstream are derived from the Better Care Pooled Fund as more particularly set out in for this Workstream in Schedule 1.

The Host Partner for the Better Care Pooled Fund is the Council and the Better Care Pooled Fund Manager, being an officer of the Host Partner is the Chief Financial Officer of the Council.

### 2. AIMS AND OUTCOMES

The specific aims and outcomes of this Individual Workstream are as set out in the section “What is the strategic objective of this Scheme” of Annex 1.4 - Dementia Care to the Better Care Fund Plan as attached at Schedule 6.

### 3. THE ARRANGEMENTS

The following applies in relation to this Individual Workstream:

- Lead Commissioning; and
- the allocation of monies from the Better Care Pooled Fund to this Individual Workstream.

### 4. FUNCTIONS

#### NHS Functions

The functions of NHS bodies prescribed under regulation 5 of the Regulations subject of this Workstream are as follows:

1. The functions of arranging for the provision of services under sections 3, 3A and 3B of, and paragraphs 9 to 11 of Schedule 1, to the 2006 Act, including rehabilitation services and services intended to avoid admission to hospital but excluding surgery, radiotherapy, termination of pregnancies, endoscopy, the use of Class 4 laser treatments and other invasive treatments and emergency ambulance services;
2. The functions of providing the services referred to in paragraph 1, pursuant to arrangements made by a clinical commissioning group or the National Health Service Commissioning Board (the “Board”);
3. The functions of arranging for the provision of services under section 117 of the Mental Health Act 1983;
4. The functions of providing services referred to in paragraph 3 pursuant to arrangements made by a clinical commissioning group or the Board;
5. The functions of making direct payments under:

- a) section 12A(1) of the National Health Service Act 2006 (direct payments for health care); and
- b) the National Health Service (Direct Payments) Regulations 2013.

### **Health Related Functions**

The Health Related Functions prescribed under regulation 6 of the Regulations subject of this Scheme are the health-related functions of local authorities set out in section 2B to the 2006 Act as referred to in paragraph 6(m) of the Regulations.

## **5. SCHEMES**

This Individual Workstream will provide the specific work set out in the section “Overview of the Scheme” of Annex 1.4 - Dementia Care to the Better Care Fund Plan as attached at Schedule 6 including without limitation the following work:

- Increase the rate of diagnosis of dementia by GP’s
- Provide dementia support workers in the community
- Dementia Friendly Communities Programme (Sunflower scheme) to improve awareness/confidence
- Specialised training for health and social care workforce
- Specialist secondary care older people mental health team
- Re-design assessment and treatment pathway in DWMHT Memory Clinic
- Encourage growth and promote the voluntary sector and social enterprise to fill in gaps in the pathway
- Support to care homes

## **6. COMMISSIONING, CONTRACTING, ACCESS**

### ***Commissioning Arrangements***

The Partners will act as Lead Commissioner for the Schemes within this Workstream as specified in the table set out in Appendix A to this Schedule.

### ***Contracting Arrangements***

The contracts which form part of this Individual Workstream are as specified in Appendix A provided always it is acknowledged by the Partners that this list may be amended as additional contracts are added during the term of the Agreement.

## **7. FINANCIAL CONTRIBUTIONS**

Monies attributable to this Individual Workstream are derived from the Better Care Pooled Fund as more particularly set out for this Workstream in Schedule 1.

Financial resources in subsequent years to be determined in accordance with the Agreement.

The financial governance arrangements for this Individual Workstream are set out in Schedule 1.

## **8. GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP**

The governance arrangements as set out in Schedule 3 shall apply to this Individual Workstream.

**9. NON FINANCIAL RESOURCES**

The provisions of Clause 10.1 of this Agreement shall apply.

**10. STAFF**

The provisions of Clause 10.2 of this Agreement shall apply.

**11. ASSURANCE AND MONITORING**

The provisions of Schedule 9 shall apply to this Individual Workstream.

**12. INTERNAL APPROVALS**

The Partners will ensure that the levels of authority from the Council's Constitution and the CCG's Standing Orders, Scheme of Delegation and Standing Financial Instructions are adhered to in relation to this Individual Workstream.

**13. RISK AND BENEFIT SHARE ARRANGEMENTS**

The risk and benefit sharing arrangements set out in Schedule 4 will operate.

**14. REGULATORY REQUIREMENTS**

There are no regulatory requirements specific to this Individual Workstream.

**15. INFORMATION SHARING AND COMMUNICATION**

The Information Governance arrangements set out in Schedule 8 will apply.

**16. DURATION AND EXIT STRATEGY**

The provisions of Clause 21.2 of this Agreement will apply.

## **Part 2e – Mental Health Workstream**

Unless the context otherwise requires, the defined terms used in this Workstream Specification shall have the meanings set out in the Agreement.

### **1. OVERVIEW OF MENTAL HEALTH WORKSTREAM**

This Individual Workstream is the Mental Health Workstream

Monies attributable to this Individual Workstream are derived from the Better Care Pooled Fund as more particularly set out in for this Workstream in Schedule 1.

The Host Partner for the Better Care Pooled Fund is the Council and the Better Care Pooled Fund Manager, being an officer of the Host Partner is the Chief Financial Officer of the Council.

### **2. AIMS AND OUTCOMES**

The specific aims and outcomes of this Individual Workstream are as set out in the section “What is the strategic objective of this Scheme” of Annex 1.5 - Mental Health to the Better Care Fund Plan as attached at Schedule 6.

### **3. THE ARRANGEMENTS**

The following applies in relation to this Individual Workstream:

- Lead Commissioning; and
- the allocation of monies from the Better Care Pooled Fund to this Individual Workstream.

### **4. FUNCTIONS**

#### **NHS Functions**

The functions of NHS bodies prescribed under regulation 5 of the Regulations subject of this Workstream are as follows:

1. The functions of arranging for the provision of services under section 117 of the Mental Health Act 1983;
2. The functions of providing services referred to in paragraph 1 pursuant to arrangements made by a clinical commissioning group or the Board;
3. The functions under Schedule A1 of the Mental Capacity Act 2005.

#### **Health Related Functions**

The Health Related Functions prescribed under regulation 6 of the Regulations the subject of this Workstream are the health-related functions of local authorities set out in Schedule 1 of the Local Authorities Social Services Act 1970 as referred to in paragraph 6(a) of the Regulations.

### **5. SCHEMES**

This Individual Workstream will provide the specific work set out in the section “Overview of the Scheme” of Annex 1.5 - Mental Health to the Better Care Fund Plan as attached at Schedule 6 including without limitation the following work:

- Community Crisis Response and Home Treatment teams;
- Psychiatric Liaison in A&E;
- OP MH Team WHT.

## **6. COMMISSIONING, CONTRACTING, ACCESS**

### ***Commissioning Arrangements***

The Partners will act as Lead Commissioner for the Schemes within this Workstream as specified in the table set out in Appendix A to this Schedule.

### ***Contracting Arrangements***

The contracts which form part of this Individual Workstream are as specified in Appendix A provided always it is acknowledged by the Partners that this list may be amended as additional contracts are added during the term of the Agreement.

## **7. FINANCIAL CONTRIBUTIONS**

Monies attributable to this Individual Workstream are derived from the Better Care Pooled Fund as more particularly set out for this Workstream in Schedule 1.

Financial resources in subsequent years to be determined in accordance with the Agreement.

The financial governance arrangements for this Individual Workstream are set out in Schedule 1.

## **8. GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP**

The governance arrangements as set out in Schedule 3 shall apply to this Individual Workstream.

## **9. NON FINANCIAL RESOURCES**

The provisions of Clause 10.1 of this Agreement shall apply.

## **10. STAFF**

The provisions of Clause 10.2 of this Agreement shall apply.

## **11. ASSURANCE AND MONITORING**

The provisions of Schedule 9 shall apply to this Individual Workstream.

## **12. INTERNAL APPROVALS**

The Partners will ensure that the levels of authority from the Council's Constitution and the CCG's Standing Orders, Scheme of Delegation and Standing Financial Instructions are adhered to in relation to this Individual Workstream.

**13. RISK AND BENEFIT SHARE ARRANGEMENTS**

The risk and benefit sharing arrangements set out in Schedule 4 will operate.

**14. REGULATORY REQUIREMENTS**

There are no regulatory requirements specific to this Individual Workstream.

**15. INFORMATION SHARING AND COMMUNICATION**

The Information Governance arrangements set out in Schedule 8 will apply.

**16. DURATION AND EXIT STRATEGY**

The provisions of Clause 21.2 of this Agreement will apply.

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## Part 2f – Support to Carers Workstream

Unless the context otherwise requires, the defined terms used in this Workstream Specification shall have the meanings set out in the Agreement.

### 1. OVERVIEW OF SUPPORT TO CARERS WORKSTREAM

This Individual Workstream is the Support to Carers Workstream

Monies attributable to this Individual Workstream are derived from the Better Care Pooled Fund as more particularly set out in for this Workstream in Schedule 1.

The Host Partner for the Better Care Pooled Fund is the Council and the Better Care Pooled Fund Manager, being an officer of the Host Partner is the Chief Financial Officer of the Council.

### 2. AIMS AND OUTCOMES

The specific aims and outcomes of this Individual Workstream are as set out in the section “What is the strategic objective of this Scheme” of Annex 1.6 - Support to Carers to the Better Care Fund Plan as attached at Schedule 6.

### 3. THE ARRANGEMENTS

The following applies in relation to this Individual Workstream:

- Lead Commissioning; and
- the allocation of monies from the Better Care Pooled Fund to this Individual Workstream.

### 4. FUNCTIONS

#### NHS Functions

The functions of NHS bodies prescribed under regulation 5 of the Regulations subject of this Workstream are as follows:

1. The functions of arranging for the provision of services under sections 3, 3A and 3B of, and paragraphs 9 to 11 of Schedule 1, to the 2006 Act, including rehabilitation services and services intended to avoid admission to hospital but excluding surgery, radiotherapy, termination of pregnancies, endoscopy, the use of Class 4 laser treatments and other invasive treatments and emergency ambulance services;
2. The functions of providing the services referred to in paragraph 1, pursuant to arrangements made by a clinical commissioning group or the National Health Service Commissioning Board (the “Board”);
3. The functions of arranging for the provision of services under section 117 of the Mental Health Act 1983;
4. The functions of providing services referred to in paragraph 3 pursuant to arrangements made by a clinical commissioning group or the Board;
5. The functions of making direct payments under:

- a) section 12A(1) of the National Health Service Act 2006 (direct payments for health care); and
- b) the National Health Service (Direct Payments) Regulations 2013.

## **Health Related Functions**

The Health Related Functions prescribed under regulation 6 of the Regulations the subject of this Workstream are the health-related functions of local authorities set out in section 2B to the 2006 Act as referred to in paragraph 6(m) of the Regulations.

## **5. SCHEMES**

This Individual Workstream will provide the specific work set out in the section “Overview of the Scheme” of Annex 1.6 - Support to Carers to the Better Care Fund Plan as attached at Schedule 6 including without limitation the following work:

- Information and advice services;
- Face to face contact services;
- Emotional support from other carers;
- Carers Personal budgets scheme;
- Carers assessments;
- Carers hub;
- Carers emergency response service;
- Holiday or short breaks grant scheme;
- Asian Carers Support Group;
- Service User Empowerment.

## **6. COMMISSIONING, CONTRACTING, ACCESS**

### ***Commissioning Arrangements***

The Partners will act as Lead Commissioner for the Schemes within this Workstream as specified in the table set out in Appendix A to this Schedule.

### ***Contracting Arrangements***

The contracts which form part of this Individual Workstream are as specified in Appendix A provided always it is acknowledged by the Partners that this list may be amended as additional contracts are added during the term of the Agreement.

## **7. FINANCIAL CONTRIBUTIONS**

Monies attributable to this Individual Workstream are derived from the Better Care Pooled Fund as more particularly set out for this Workstream in Schedule 1.

Financial resources in subsequent years to be determined in accordance with the Agreement.

The financial governance arrangements for this Individual Workstream are set out in Schedule 1.

## **8. GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP**

The governance arrangements as set out in Schedule 3 shall apply to this Individual Workstream.

**9. NON FINANCIAL RESOURCES**

The provisions of Clause 10.1 of this Agreement shall apply.

**10. STAFF**

The provisions of Clause 10.2 of this Agreement shall apply.

**11. ASSURANCE AND MONITORING**

The provisions of Schedule 9 shall apply to this Individual Workstream.

**12. INTERNAL APPROVALS**

The Partners will ensure that the levels of authority from the Council's Constitution and the CCG's Standing Orders, Scheme of Delegation and Standing Financial Instructions are adhered to in relation to this Individual Workstream.

**13. RISK AND BENEFIT SHARE ARRANGEMENTS**

The risk and benefit sharing arrangements set out in Schedule 4 will operate.

**14. REGULATORY REQUIREMENTS**

There are no regulatory requirements specific to this Individual Workstream.

**15. INFORMATION SHARING AND COMMUNICATION**

The Information Governance arrangements set out in Schedule 8 will apply.

**16. DURATION AND EXIT STRATEGY**

The provisions of Clause 21.2 of this Agreement will apply.

## **Part 2g – Long Term Social Care (Community and Residential) Workstream**

Unless the context otherwise requires, the defined terms used in this Workstream Specification shall have the meanings set out in the Agreement.

### **1. OVERVIEW OF LONG TERM SOCIAL CARE (COMMUNITY AND RESIDENTIAL) WORKSTREAM**

This Individual Workstream is the Long Term Social Care (Community and Residential) Workstream

Monies attributable to this Individual Workstream are derived from the Better Care Pooled Fund as more particularly set out in for this Workstream in Schedule 1.

The Host Partner for the Better Care Pooled Fund is the Council and the Better Care Pooled Fund Manager, being an officer of the Host Partner is the Chief Financial Officer of the Council.

### **2. AIMS AND OUTCOMES**

The specific aims and outcomes of this Individual Workstream are as set out in the section "What is the strategic objective of this Scheme" of Annex 1.7 - Long Term Social Care (Community and Residential) to the Better Care Fund Plan as attached at Schedule 6.

### **3. THE ARRANGEMENTS**

The following applies in relation to this Individual Workstream:

- Lead Commissioning; and
- the allocation of monies from the Better Care Pooled Fund to this Individual Workstream.

### **4. FUNCTIONS**

#### **NHS Functions**

The functions of NHS bodies prescribed under regulation 5 of the Regulations subject of this Workstream are as follows:

1. The functions of arranging for the provision of services under sections 3, 3A and 3B of, and paragraphs 9 to 11 of Schedule 1, to the 2006 Act, including rehabilitation services and services intended to avoid admission to hospital but excluding surgery, radiotherapy, termination of pregnancies, endoscopy, the use of Class 4 laser treatments and other invasive treatments and emergency ambulance services;
2. The functions of providing the services referred to in paragraph 1, pursuant to arrangements made by a clinical commissioning group or the National Health Service Commissioning Board (the "Board");
3. The functions of arranging for the provision of services under section 117 of the Mental Health Act 1983;
4. The functions of providing services referred to in paragraph 3 pursuant to arrangements made by a clinical commissioning group or the Board;

5. The functions of making direct payments under:
- a) section 12A(1) of the National Health Service Act 2006 (direct payments for health care); and
  - b) the National Health Service (Direct Payments) Regulations 2013.

### **Health Related Functions**

The Health Related Functions prescribed under regulation 6 of the Regulations the subject of this Workstream are the health-related functions of local authorities set out in section 2B to the 2006 Act as referred to in paragraph 6(m) of the Regulations.

## **5. SCHEMES**

This Individual Workstream will provide the specific work set out in the section “Overview of the Scheme” of Annex 1.7 - Long Term Social Care (Community and Residential) to the Better Care Fund Plan as attached at Schedule 6 including without limitation the following work:

- Implement Joint Framework contract for care home placements;
- Implement Joint Framework contract for home care and supported living services.

## **6. COMMISSIONING, CONTRACTING, ACCESS**

### ***Commissioning Arrangements***

The Partners will act as Lead Commissioner for the Schemes within this Workstream as specified in the table set out in Appendix A to this Schedule.

### ***Contracting Arrangements***

The contracts which form part of this Individual Workstream are as specified in Appendix A provided always it is acknowledged by the Partners that this list may be amended as additional contracts are added during the term of the Agreement.

## **7. FINANCIAL CONTRIBUTIONS**

Monies attributable to this Individual Workstream are derived from the Better Care Pooled Fund as more particularly set out for this Workstream in Schedule 1.

Financial resources in subsequent years to be determined in accordance with the Agreement.

The financial governance arrangements for this Individual Workstream are set out in Schedule 1.

## **8. GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP**

The governance arrangements as set out in Schedule 3 shall apply to this Individual Workstream.

## **9. NON FINANCIAL RESOURCES**

The provisions of Clause 10.1 of this Agreement shall apply.

**10. STAFF**

The provisions of Clause 10.2 of this Agreement shall apply.

**11. ASSURANCE AND MONITORING**

The provisions of Schedule 9 shall apply to this Individual Workstream.

**12. INTERNAL APPROVALS**

The Partners will ensure that the levels of authority from the Council's Constitution and the CCG's Standing Orders, Scheme of Delegation and Standing Financial Instructions are adhered to in relation to this Individual Workstream.

**13. RISK AND BENEFIT SHARE ARRANGEMENTS**

The risk and benefit sharing arrangements set out in Schedule 4 will operate.

**14. REGULATORY REQUIREMENTS**

There are no regulatory requirements specific to this Individual Workstream.

**15. INFORMATION SHARING AND COMMUNICATION**

The Information Governance arrangements set out in Schedule 8 will apply.

**16. DURATION AND EXIT STRATEGY**

The provisions of Clause 21.2 of this Agreement will apply.

## **Part 2h – Voluntary and Community Sector Impact on Hospital Flows Workstream**

Unless the context otherwise requires, the defined terms used in this Workstream Specification shall have the meanings set out in the Agreement.

### **1. OVERVIEW OF VOLUNTARY AND COMMUNITY SECTOR IMPACT ON HOSPITAL FLOWS WORKSTREAM**

This Individual Workstream is the Voluntary and Community Sector Impact on Hospital Flows Workstream

Monies attributable to this Individual Workstream are derived from the Better Care Pooled Fund as more particularly set out in for this Workstream in Schedule 1.

The Host Partner for the Better Care Pooled Fund is the Council and the Better Care Pooled Fund Manager, being an officer of the Host Partner is the Chief Financial Officer of the Council.

### **2. AIMS AND OUTCOMES**

The specific aims and outcomes of this Individual Workstream are as set out in the section “What is the strategic objective of this Scheme” of Annex 1.8 - Voluntary and Community Sector Impact on Hospital Flows to the Better Care Fund Plan as attached at Schedule 6.

### **3. THE ARRANGEMENTS**

The following applies in relation to this Individual Workstream:

- Lead Commissioning; and
- the allocation of monies from the Better Care Pooled Fund to this Individual Workstream.

### **4. FUNCTIONS**

#### **NHS Functions**

The functions of NHS bodies prescribed under regulation 5 of the Regulations subject of this Workstream are as follows:

1. The functions of arranging for the provision of services under sections 3, 3A and 3B of, and paragraphs 9 to 11 of Schedule 1, to the 2006 Act, including rehabilitation services and services intended to avoid admission to hospital but excluding surgery, radiotherapy, termination of pregnancies, endoscopy, the use of Class 4 laser treatments and other invasive treatments and emergency ambulance services;
2. The functions of providing the services referred to in paragraph 1, pursuant to arrangements made by a clinical commissioning group or the National Health Service Commissioning Board (the “Board”);
3. The functions of arranging for the provision of services under section 117 of the Mental Health Act 1983;
4. The functions of providing services referred to in paragraph 3 pursuant to arrangements made by a clinical commissioning group or the Board;
5. The functions of making direct payments under:

- a) section 12A(1) of the National Health Service Act 2006 (direct payments for health care); and
- b) the National Health Service (Direct Payments) Regulations 2013.

### **Health Related Functions**

The Health Related Functions prescribed under regulation 6 of the Regulations subject of this Scheme are the health-related functions of local authorities set out in section 2B to the 2006 Act as referred to in paragraph 6(m) of the Regulations.

## **5. SCHEMES**

This Individual Workstream will provide the specific work set out in the section “Overview of the Scheme” of Annex 1.8 - Voluntary and Community Sector Impact on Hospital Flows to the Better Care Fund Plan as attached at Schedule 6 including without limitation the following work:

- Age UK Information and Advice;
- Home from Hospital Service;
- Support to Walsall Disability Forum.

## **6. COMMISSIONING, CONTRACTING, ACCESS**

### ***Commissioning Arrangements***

The Partners will act as Lead Commissioner for the Schemes within this Workstream as specified in the table set out in Appendix A to this Schedule.

### ***Contracting Arrangements***

The contracts which form part of this Individual Workstream are as specified in Appendix A provided always it is acknowledged by the Partners that this list may be amended as additional contracts are added during the term of the Agreement.

## **7. FINANCIAL CONTRIBUTIONS**

Monies attributable to this Individual Workstream are derived from the Better Care Pooled Fund as more particularly set out for this Workstream in Schedule 1.

Financial resources in subsequent years to be determined in accordance with the Agreement.

The financial governance arrangements for this Individual Workstream are set out in Schedule 1.

## **8. GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP**

The governance arrangements as set out in Schedule 3 shall apply to this Individual Workstream.

## **9. NON FINANCIAL RESOURCES**

The provisions of Clause 10.1 of this Agreement shall apply.

**10. STAFF**

The provisions of Clause 10.2 of this Agreement shall apply.

**11. ASSURANCE AND MONITORING**

The provisions of Schedule 9 shall apply to this Individual Workstream.

**12. INTERNAL APPROVALS**

The Partners will ensure that the levels of authority from the Council's Constitution and the CCG's Standing Orders, Scheme of Delegation and Standing Financial Instructions are adhered to in relation to this Individual Workstream.

**13. RISK AND BENEFIT SHARE ARRANGEMENTS**

The risk and benefit sharing arrangements set out in Schedule 4 will operate.

**14. REGULATORY REQUIREMENTS**

There are no regulatory requirements specific to this Individual Workstream.

**15. INFORMATION SHARING AND COMMUNICATION**

The Information Governance arrangements set out in Schedule 8 will apply.

**16. DURATION AND EXIT STRATEGY**

The provisions of Clause 21.2 of this Agreement will apply.

Appendix A – Contracts Register

**BETTER CARE FUND CONTRACTING ARRANGEMENTS 2015/16 ONWARDS**

<b>Scheme Name</b>	<b>2015/16 (£000)</b>	<b>Contracting Arrangement</b>	<b>Provider</b>	<b>Lead Commissioning Agency</b>
<b>A - Integration of Community Services</b>				
Local Enhanced Service payment to GP's per head of Older People aged 75+	1,328	Local Enhanced Service	Primary Care (GPs)	CCG
Community Nursing In reach team; Single point of access; Frail Elderly Pathway; Out of Hours A&E; Enhanced case management approach in nursing and residential care; evening & night service	820	NHS Standard Contract 2015/16 for Acute and Community Services	Walsall Healthcare Trust	CCG
Personal Health Budgets Pilot scheme	22	Letter of appointment	Independent Consultant	CCG
<b>B - Transitional Care Pathways - Non bed based</b>				
Development of Council Intermediate Care service; OT posts to support Intermediate Care; Short term assessment, reablement and response service; CCG funding for Hollybank House; Protecting social care (7 posts and reablement demand)	3,629	Not applicable	In-house Council Service	Council
Rapid Response Team within Service Level Agreement with Walsall Healthcare NHS Trust; Wrap around Team within Service Level Agreement with Walsall Healthcare NHS Trust; Frail Elderly Pathway	1,593	NHS Standard Contract 2015/16 for Acute and Community Services	Walsall Healthcare Trust	CCG
Stroke Non bed based Home Care	80	Not applicable	In house Council service	CCG

<b>Scheme Name</b>	<b>2015/16 (£000)</b>	<b>Contracting Arrangement</b>	<b>Provider</b>	<b>Lead Commissioning Agency</b>
Service provision for people requiring cardiac rehabilitation post cardiac event Service provision for patients with mild to moderate COPD to prevent deterioration	332	NHS Standard Contract 2015/16 for Cardiac Rehabilitation Service NHS Standard Contract 2015/16 for Pulmonary Rehabilitation service	Walsall HeartCare	CCG
Rehabilitation for patients post stroke event	50	NHS Standard Contract 2015/16 for Stroke Rehabilitation Service	The Stroke Association	CCG
<b>C - Transitional Care Pathways - Bed based</b>				
Bed Based Reablement (Hollybank); Integrated Discharge Team; Social workers to support provision of reablement beds within care homes	1,541	Not applicable	In-house Council service	Council
Reablement beds within care homes	1,560	Agreement for provision of Residential and Nursing Care services	Parklands Nursing Home Aldridge Care Home Redhouse Nursing Home Ash Grange Nursing Home Arboretum Nursing Home	Council

<b>Scheme Name</b>	<b>2015/16 (£000)</b>	<b>Contracting Arrangement</b>	<b>Provider</b>	<b>Lead Commissioning Agency</b>
Stroke support funding; End of Life diversionary beds; Spot purchase of Intermediate Care Residential Placements; ICT beds at Richmond Hall Nursing Home	1,402	Agreement for provision of Residential and Nursing Care services	All nursing homes  Richmond Hall Nursing Home	CCG  CCG CCG
CCG Funding for Hollybank House (bed)	534	NHS Standard Contract 2015/16 for Acute and Community Services	Walsall Healthcare Trust	CCG
Blakenall Doctors Phoenix (Medical Cover to ICT Beds); Intermediate Care LES	44	Local Enhanced Service	Phoenix Primary Care	CCG
Intermediate Care Provision within Service Level Agreement with Walsall Healthcare NHS Trust	2,029	NHS Standard Contract 2015/16 for Acute and Community Services	Walsall Healthcare Trust	CCG
<b>D - Assistive Technology</b>				
Integrated Community Equipment Store (Adults and Childrens)	1,909	Memorandum of Agreement between Walsall Council and Walsall Healthcare Trust	Walsall Healthcare Trust (WHT)	CCG
Independent Living Centre	73	Not applicable	In-house Council	CCG
Disabled Facilities Capital Grant (DFCG)	1,632	Framework contract with multiple providers for building works/alterations/etc	Multiple small builder type companies	Council
Social Care Capital Grant	797	Framework contract with multiple providers for building	Multiple small builder type companies	Council

<b>Scheme Name</b>	<b>2015/16 (£000)</b>	<b>Contracting Arrangement</b>	<b>Provider</b>	<b>Lead Commissioning Agency</b>
		works/alterations/etc		
<b>E - Dementia Care Services</b>				
Dementia support workers (based in Manor Hospital), Dementia advisors (Information & Advice), 6 dementia cafes	220	Agreement for provision of Dementia Support services	Age UK Accord	Council
<b>F - Mental Health Services</b>				
Psychiatric Liaison Team (Adults)	153	NHS Contract with Dudley & Walsall Mental Health Trust (DWMHT) for Support for people who have attendance at A&E who also have a mental health problem	DWMHT	CCG
Psychiatric Liaison Team (Adults)	58	NHS Contract with DWMHT for Support for people who have attendance at A&E who also have a mental health problem	DWMHT	CCG
Dementia Liaison Team	308	NHS Contract with WHT for people with Dementia	WHT	CCG

<b>Scheme Name</b>	<b>2015/16 (£000)</b>	<b>Contracting Arrangement</b>	<b>Provider</b>	<b>Lead Commissioning Agency</b>
<b>G - Support to Carers</b>				
Support to Carers	450	Short Breaks Service for Children with Caring Responsibilities	Agencies providing Short Breaks	CCG
<b>H - Long Term Social Care - Community and Residential</b>				
Residential and Nursing Care Home Placements	1,193	Agreement for provision of Residential and Nursing Care services	All Care Homes	Council
Community Based Services – Care Packages	1,000	Agreement for provision of Support for Living at Home Services Framework and Transitional contract arrangements	Agencies providing Community based services	Council
<b>I - Voluntary and Community Sector Impact on Hospital Flows</b>				
Age Concern (Information and Advice); Walsall Disability Forum	90	Agreement for provision of Information and Advice services	Age UK Walsall Disability Forum	Council
Home from Hospital	80	Agreement for provision of Home from Hospital	Sevacare	Council

<b>Scheme Name</b>	<b>2015/16 (£000)</b>	<b>Contracting Arrangement</b>	<b>Provider</b>	<b>Lead Commissioning Agency</b>
		services		
<b>J - Contingency</b>				
Potential risk of unachieved reduction in admissions	1,050	Not applicable		
<b>Total</b>	<b>23,977</b>			

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## SCHEDULE 3– GOVERNANCE

### Terms of Reference – Joint Commissioning Committee

#### **1 Foreword**

- 1.1 These terms of reference will be reviewed following the current restructuring of joint commissioning arrangements to reflect greater joint working between the Council and the Clinical Commissioning Group.

#### **2 Aim**

- 2.1 Our aim is to maximise the health and wellbeing of the people of Walsall by making best use of the combined resources for health and social care across agencies in Walsall and commissioning services of the highest quality.

#### **3 Purpose of the Joint Commissioning Committee**

- 3.1 The Joint Commissioning Committee provides the overall strategic oversight and direction to joint commissioning arrangements for health and social care services in Walsall. It is responsible for planning the way that the Council and the health service work together to commission health and social care for agreed care groups. It will manage and monitor pooled, non-pooled budgets and resources for these services in accordance with section 75 agreements, (including the section 75 agreement for the Better Care Fund).
- 3.2 The Joint Commissioning Committee will do this by:
- 3.2.1 setting the work programmes of Joint Commissioners ensuring the alignment of national, regional and local health and social care policies and strategies for vulnerable adults;
  - 3.2.2 ensuring the delivery of the shared vision and priorities of the Health and Wellbeing Board through promotion of joint commissioning arrangements and the delivery of integrated care;
  - 3.2.3 identifying priorities, and agreeing structure and resources for the portfolio of programmes within Joint Commissioning;
  - 3.2.4 overseeing the management of pooled budgets by their respective lead commissioners, e.g. Better Care Fund, Learning Disability Pooled Fund;
  - 3.2.5 receiving routine information such as budget reports, financial statements, risk registers, performance indicators;
  - 3.2.6 receiving reports related to the quality of service provision;
  - 3.2.7 facilitating communication between the Joint Commissioning Committee, the Health and Social Care Integration Board, the Health and Well Being Board, the Council Cabinet, the CCG Governing Body, and other stakeholder organisations.
  - 3.2.8 provide strategic direction on the Individual Workstreams;
  - 3.2.9 receive the financial and activity information relating to the operation of this Agreement and the Better Care Fund Plan;
  - 3.2.10 review the operation of this Agreement and performance manage the Individual Schemes;

- 3.2.11 agree such variations to this Agreement from time to time as it thinks fit;
- 3.2.12 review and agree annually a risk assessment and a Performance Payment protocol;
- 3.2.13 review and agree annually revised Schedules as necessary;
- 3.2.14 request such protocols and guidance as it may consider necessary in order to enable the Pooled Fund Manager to approve expenditure from the Better Care Pooled Fund; and
- 3.2.15 provide regular reports to the Health & Well-Being Board on the operation of this Agreement.

#### **4 Membership and Chairmanship**

- 4.1 The membership is shown in the following table. The Chair of the Joint Commissioning Committee will alternate at 6 month intervals between the Council and the CCG. The quorum will consist of a minimum of two members from each of the Council and the CCG.

<b>Role</b>	<b>Agency</b>
Executive Director ASC&I Group Accountant ASC&I Portfolio Holder	Walsall Council  (Minimum of 2 to attend)
Chair Accountable Officer Director of Finance Director Service Redesign and Transformation Director of Integrated Governance and Organisational Development	Walsall Clinical Commissioning Group  (Minimum of 2 to attend)
Head of Joint Commissioning	Walsall Council and Walsall CCG
Director of Public Health	Walsall Council

#### **5 Meetings**

- 5.1 The Joint Commissioning Committee will meet bi-monthly (or more frequently as agreed by the Partners) at a time to be agreed following receipt of each report of the Pooled Fund Manager in accordance with clause 8.1.7 of the Agreement.

- 5.2 The quorum for meetings of the Joint Commissioning Committee shall be a minimum of two representatives from each of the Partner organisations.
- 5.3 Decisions of the Joint Commissioning Committee shall be made unanimously by those present and voting. Where unanimity is not reached then the item in question will in the first instance be referred to the next meeting of the Joint Commissioning Committee. If no unanimity is reached on the second occasion it is discussed then the matter shall be dealt with in accordance with the dispute resolution procedure set out in the Agreement.
- 5.4 Where a Partner is not present and has not given prior written notification of its intended position on a matter to be discussed, then those present may not make or record commitments on behalf of that Partner in any way.
- 5.5 Minutes of all decisions shall be kept and copied to the Authorised Officers within seven (7) days of every meeting.

## **6 Delegated Authority**

- 6.1 The members of the Joint Commissioning Committee are authorised within the limits of the delegated authority given to them by either party, (which is received through their respective organisation's own financial scheme of delegation) to:
- 6.1.1 to authorise commitments which exceed or are reasonably likely to lead to exceeding the contributions of the Partners to the aggregate contributions of the Partners to the Better Care Pooled Fund in respect of any Individual Workstream only where responsibility for that overrun has been determined under the procedures set out in Schedule 4 (but not further or otherwise); and
- 6.1.2 to authorise a Lead Commissioner to enter into any contract for services necessary for the provision of Services under an Individual Workstream.

## **7 Information and Reports**

The Pooled Fund Manager shall supply to the Joint Commissioning Committee the financial and activity information as required under the Agreement in accordance with clause 8.1.7 of this Agreement.

## **8 Review**

- 8.1 These terms of reference will be reviewed annually.

## **9 Post-termination**

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

## SCHEDULE 4– RISK SHARE AND OVERSPENDS

### 1 Payment for Performance Fund

- 1.1 To the extent that the Pay for Performance Fund is not available to the Better Care Pooled Fund the Partners have agreed that:
- 1.1.1 a proportion of this may be recouped by the non payment of any Performance Payment under any Performance Payment Arrangement) with provider for services commissioned under any Individual Workstream.
  - 1.1.2 such amount of the Payment for Performance Fund Contingency Fund as continues to be available at the date that the element of the Pay for Performance Fund is withheld from the Better Care Pooled Fund shall be used to meet any such shortfall in accordance with paragraph 3.1 of Schedule 1; and
  - 1.1.3 if notwithstanding paragraph 1.1.2 above, there remains a shortfall in the Better Care Pooled Fund, it shall be met by such additional contributions to the Better Care Pooled Fund by either or both Partners as are recommended by the Health and Wellbeing Board following referral to it by the Joint Commissioning Committee.

### Overspend

- 2 The Partners agree that Overspends shall be apportioned in accordance with this Schedule 4.
- 3 The Joint Commissioning Committee shall consider what action to take in respect of any actual or potential Overspends.
- 4 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:
- 4.1 whether there is any action that can be taken in order to contain expenditure; and
  - 4.2 referring the Overspend to the Health and Wellbeing Board for a recommendation as to how any Overspend should be met by either or both Partners;
  - 4.3 the Partners agree to comply with any recommendation of the Health and Wellbeing Board made pursuant to Clause 4.2 above.
- 5 The Partners agree to co-operate fully in order to establish an agreed position in relation to any Overspends.
- 6 Subject to any continuing obligations under any Services Contract entered into by either Partner, either Partner may give notice to terminate a Service of Individual Workstream where the Workstream Specification provides and where the Service does not form part of the Better Care Fund Plan.

## **SCHEDULE 5– JOINT WORKING OBLIGATIONS**

### **Part 1 – LEAD COMMISSIONER OBLIGATIONS**

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

- 1 The Lead Commissioner shall notify the other Partners if it receives or serves:
  - 1.1 a Change in Control Notice;
  - 1.2 a Notice of an Event of Force Majeure;
  - 1.3 a Contract Query;
  - 1.4 Exception Reportsand provide copies of the same.
- 2 The Lead Commissioner shall provide the other Partners with copies of any and all:
  - 2.1 Commissioning for Quality and Innovation (CQUIN) Performance Reports;
  - 2.2 Monthly Activity Reports;
  - 2.3 Review Records; and
  - 2.4 Remedial Action Plans;
  - 2.5 Joint Improvement Reports;
  - 2.6 Service Quality Performance Report;
- 3 The Lead Commissioner shall consult with the other Partners before attending:
  - 3.1 an Activity Management Meeting;
  - 3.2 Contract Management Meeting;
  - 3.3 Review Meeting;and, to the extent the Services Contract permits, raise issues reasonably requested by a Partner at those meetings.
- 4 The Lead Commissioner shall not:
  - 4.1 permanently or temporarily withhold or retain monies pursuant to the Withholding and Retaining of Payment Provisions;
  - 4.2 vary any Provider Plans (excluding Remedial Action Plans);
  - 4.3 agree (or vary) the terms of a Joint Investigation or a Joint Action Plan;
  - 4.4 give any approvals under the Services Contract;
  - 4.5 agree to or propose any variation to the Services Contract (including any Schedule or Appendices);
  - 4.6 suspend all or part of the Services;

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

without the prior approval of the other Partners (acting through the Joint Commissioning Committee) such approval not to be unreasonably withheld or delayed.

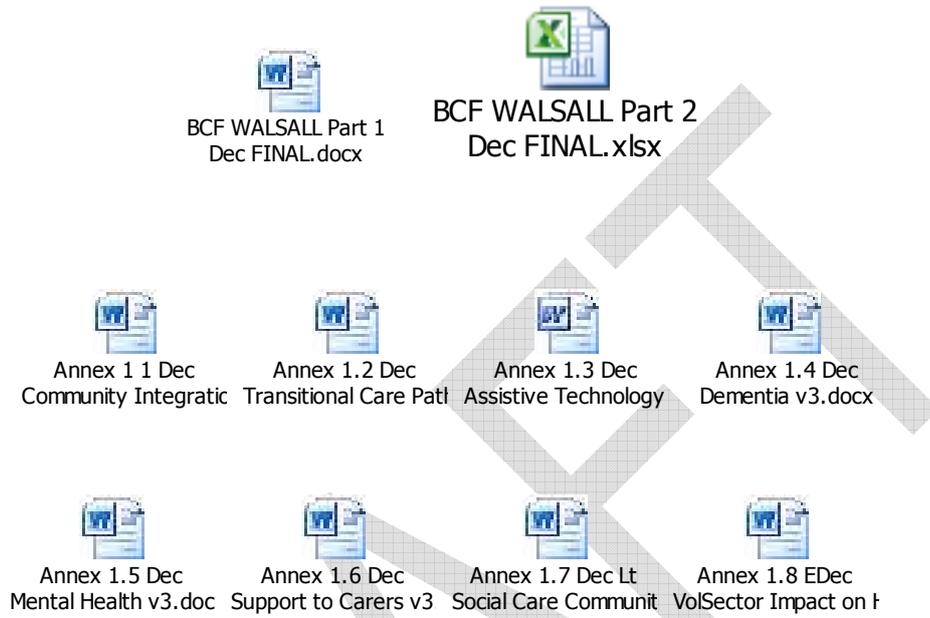
- 5 The Lead Commissioner shall advise the other Partners of any matter which has been referred for dispute and agree what (if any) matters will require the prior approval of one or more of the other Partners as part of that process.
- 6 The Lead Commissioner shall notify the other Partners of the outcome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

## **Part 2– OBLIGATIONS OF THE OTHER PARTNER**

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

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

**SCHEDULE 6 – BETTER CARE FUND PLAN**



## **SCHEDULE 7– POLICY FOR THE MANAGEMENT OF CONFLICTS OF INTEREST**

- 1) Governance shall comply with the Nolan principles on public life, the relevant provisions of the Council's Code of Conduct for members and the CCG Code of Conduct for Governing Body Members and policies for managing conflicts of interest to the extent relevant.
- 2) No person may sit on the Joint Commissioning Committee or otherwise be engaged in a decision with regard to the entering into of a Contract for Services where he / she has any personal / pecuniary interest, such as any financial or ownership interest in anybody providing services. Each person sitting on the Joint Commissioning Committee shall be bound by the conflicts of interests policies and requirements of the Partner appointing them to the Joint Commissioning Committee in determining whether a person who sits on the Joint Commissioning Committee has a personal or pecuniary interest.
- 3) Where it became apparent that an individual has such a personal or pecuniary interest, he / she will immediately disclose it to the Chair of the Joint Commissioning Committee and take no further part in the discussions or determination of such item, except to the extent that this has been agreed by all other members of the Joint Commissioning Committee in attendance.

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## SCHEDULE 8 – INFORMATION GOVERNANCE PROTOCOL

We are committed to adopting systems that are based upon Open APIs (Application Programming Interface) and Open Standards (i.e. secure email standards, interoperability standards (ITK)). We will be using a system called Fusion (an electronic information sharing software available to GPs, community and acute health care services) as the basis for sharing information from case records.

We are committed to ensuring that the appropriate Information Governance (IG) controls will be in place. These will cover NHS Standard Contract requirements, IG Toolkit requirements, professional clinical practise and requirements set out in Caldicott 2.

Walsall Council is currently in the process of implementing a new case record system (Corelogic) and the NHS number is designed in to the implementation programme. In preparation for the above implementation programme the use of the NHS number in all social care records has been in place starting from 1<sup>st</sup> April 2014. The NHS number will be the primary identifier by April 2015.

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## SCHEDULE 9 - PERFORMANCE MEASURES

### Part 1– BETTER CARE FUND METRICS

- 1 The following Better Care Fund Metrics shall apply to the Individual Workstream Specifications at Part 2 of Schedule 2 subject to any variation made in accordance with Clause 29 of the Agreement.
- 2 The Better Care Fund Metrics for reduction in non-elective admissions has been calculated on the basis of the Better Care Fund stretch targets for reduction in non-elective admissions in the Better Care Fund Plan.
- 3 NHS England Better Care Fund Operationalisation Guidance states that the Better Care Fund reduction in admissions target (to which the Pay for Performance element is linked) may be reduced with the agreement of the HWB in appropriate circumstances and the Partners shall renew and update this Schedule 9 accordingly during the term.

<b>Metric</b>	<b>Performance Target</b>	<i>Payment for Performance annual change in admissions</i>	<i>Payment for Performance annual saving</i>
<b>NATIONAL METRIC</b> Total non-elective admissions in to hospital (general & acute), all-age, per 100,000 population	3.2% reduction in total non-elective admissions to hospital in calendar year 2015 compared to calendar year 2014	921	£1,372,290
<b>NATIONAL METRIC</b> Proportion of older people (65 and over) who were still at home 91 days after discharge from hospital into reablement / rehabilitation services	80% of older people are still at home 91 days after discharge from hospital into reablement services in 2015/16		
<b>NATIONAL METRIC</b> Delayed transfers of care (delayed days) from hospital per 100,000 population (aged 18+)	0% reduction in delayed transfers of care from hospital in 2015/16 compared to 2014/15		
<b>NATIONAL METRIC</b> % of service users who are surveyed express satisfaction at the quality of the integrated services	90% of service users who are surveyed express satisfaction at the quality of the integrated services in 2015/16		

<b>Metric</b>	<b>Performance Target</b>	<i>Payment for Performance annual change in admissions</i>	<i>Payment for Performance annual saving</i>
<b>NATIONAL METRIC</b> Permanent admissions of older people (aged 65 and over) to residential and nursing care homes, per 100,000 population	2.5% reduction in permanent admissions of older people to residential and nursing care homes in 2015/16 compared to 2014/15		

### Part 2– LOCAL PERFORMANCE METRICS

The following metrics apply to the Individual Workstream Specifications at Part 2 of Schedule 2 subject to any variation made in accordance with Clause 29 of the Agreement.

<b>Metric</b>	<b>Performance Target</b>	<i>Payment for Performance annual change in admissions</i>	<i>Payment for Performance annual saving</i>
<b>LOCAL METRIC</b> Dementia Diagnosis	70% of the prevalence of those people likely to have dementia will receive a diagnosis of dementia in 2015/16		