You are hereby summoned to a meeting of the Health and Wellbeing Board to be held on:-

Date:- **Wednesday, 22 April 2015** **Venue:-** **Town Hall, Moorgate Street, Rotherham S60 2TH**
Time:- **9.00 a.m.**

HEALTH AND WELLBEING BOARD AGENDA

1. To determine if the following matters are to be considered under the categories suggested in accordance with the Local Government Act 1972.

2. To determine any item which the Chairman is of the opinion should be considered as a matter of urgency.

3. Questions from Members of the Press and Public

4. Minutes of Previous Meeting (Pages 1 - 5)

5. Communications

6. Consultation on Drugs and Alcohol Public Health Expenditure (Pages 6 - 8)
   Anne Charlesworth, Head of Drugs and Alcohol and Primary Care, to present

7. Health and Wellbeing Board Governance (Pages 9 - 10)
   Commissioner Manzie to present

8. Update on the New Health and Wellbeing Strategy (Pages 11 - 12)

9. Better Care Fund - Operational Guidance and Section 75 Agreement (Pages 13 - 76)
   Lynda Bowen to report

10. Support for Child Sexual Exploitation Victims and Survivors
    Commissioner Manzie to report

11. Date of Special Meeting
    Monday, 18th May, 2015, at 2.30-4.30 p.m. in the Garden Room, Rotherham Town Hall

Jacqueline Collins

Jacqueline Collins,
Director of Legal and Democratic Services.

HEALTH AND WELLBEING BOARD
Thursday, 19th March, 2015

Present:-

Commissioner Manzie	**in the Chair**
Tony Baxter	Interim Director of Public Health
Chris Edwards	Chief Officer, Rotherham Clinical Commissioning Group
Jason Harwin	District Commander, South Yorkshire Police
Shona McFarlane	Director of Adult Social Care, RMBC
David McWilliams	Director of Commissioning and Performance Management, RMBC

Also Present:-

Jo Abbot	Public Health
Steve Ashley	Chair, Rotherham Safeguarding Young People Board
Tony Clabby	Healthwatch Rotherham
Tracey Clarke	RDaSH (representing Chris Bain)
Anne Crompton	Rotherham Foundation Trust
Michael Holmes	Policy Officer, RMBC
Catherine Homer	Public Health
Justin Homer	Head of Policy and Partnerships, RMBC
Tracy McErlain-Burns	Rotherham Foundation Trust (representing Louise Barnett)
Councillor Roche	Advisory Cabinet Member, Health and Adult Social Care
Janet Wheatley	Voluntary Action Rotherham
Sarah Whittle	Rotherham Clinical Commissioning Group

Apologies for absence were submitted by Chris Bain, Louise Barnett, Dr. David Clitherow, Naveen Judah, Dr. Julie Kitlowski and Chrissy Wright.

S74. QUESTIONS FROM MEMBERS OF THE PRESS AND PUBLIC

There were no questions from the member of the public present at the meeting.

S75. UPDATE ON RMBC GOVERNANCE ARRANGEMENTS

Commissioner Manzie welcomed attendees to the formal Board meeting.

She explained that the 5 Commissioners had been appointed by the Secretary of State for Communities and Local Government. A primary part of their role was, for as the Secretary of State felt fit and/or until the Commissioners made recommendations otherwise, to take some of the Executive decisions that would ultimately have been made by Members of the Council. It was not the intention to ignore Elected Members or not involve them. The Commissioners would work with the Councillors in an advisory role, however, there were some Local Government functions that had to be taken by the Council i.e. setting the budget.

The various themes had been divided between the Commissioners with Commissioner Manzie having the responsibility for the decision making functions for Adult Services, Public Health and Education. She also had the role of being the full-time Managing Director and performing most of the Chief Executive functions.

Resolved:- That the Statement of Rotherham Commissioners' mission be circulated to all Board members.

S76. COMMUNICATIONS

Joint commitment to share information effectively for the protection of children

Correspondence had been sent to all local authority Chief Executives, Directors of Children's Services, Police and Crime Commissioners, Local Safeguarding Children's Boards, Health and Wellbeing Boards and GPs setting out how and when personal information should be shared in light of the Alexia Jay and Louise Casey reports.

An overview of the existing Legislation and guidance on information sharing was annexed to the letter together with a summary of the package of cross-Government information sharing guidance which would be published by the end of March, 2015.

Nothing should stand in the way of sharing information relating to child sexual abuse even where there were issues with consent. Failures to share information were not just due to legal barriers and there was a need for genuine integrated multi-agency approaches to underpin information sharing. Local processes or model must ensure that the right input from the right agencies was reflected and considered as part of risk assessments at the right time and in the right way with jointly agreed and executed actions.

It was noted that the Board had signed up to an Information Sharing Protocol in 2014. However, it may be timely to revisit the protocol to ascertain if any changes were required.

Resolved:- That an item on the Information Sharing Protocol be included on the April Board meeting setting out what the current position was and if any changes were required.

S77. BETTER CARE FUND SECTION 75 AGREEMENT

Following the informal meeting held on 18th February, 2015, Chris Edwards (Rotherham Clinical Commissioning Group) and Jan Ormondroyd (Interim Chief Executive) had had discussions regarding the Better Care Fund and the £23M pooled budget. Work had taken place on looking at how other areas had worked with the budget and the legal options available.

The current line of thinking was that there would be 1 Section 75 Agreement with 2 pools of funding beneath, 1 hosted by the Council and 1 hosted by the Clinical Commissioning Group. However, the precise legal details were still being worked on.

Board members were reassured that, in terms of the content of the Better Care Fund, there had be no material change to either the scheme or investments.

Resolved:- That the proposed arrangements for the Section 75 Agreement be approved subject to Chris Edwards (Clinical Commissioning Group) and Shona McFarlane (Director of Adult Social Care), finalising the legal details.

S78. CSE STRATEGY UPDATE

Steve Ashley (Chair, Local Safeguarding Children's Board) reported that the Board had revised its Strategy which was currently out for consultation with the Commissioners and would then go out to partners shortly.

Commissioner Manzie reported that some changes had been made to the document and, as a result of discussions with Ian Thomas (Interim Strategic Director, Children and Young People's Services) an event was to be held on 2nd April 9.00 a.m.-12.00 Noon. It would be a partnership session with a framework based on some of the work the Safeguarding Board had been doing and enable discussion/brainstorming. It was essential that the Board had a robust Strategy that all partners played a part in.

A future agenda item for the Health and Wellbeing Board to consider was with regard to the issue of victims and survivors. The Board needed to ensure that the proper support was available for victims many of whom may have their own children now. It may involve joint commissioning/pooling of money including the potential funding as stated in the Direction by the Secretary of State for Communities and Local Government

Discussion ensued with the following issues raised:-

- Information arising from the recent Health-led CSE event would be available for the 2nd April event – Chris Edwards to liaise with Ian Thomas
- Work was already underway on the Needs Assessment i.e. the need not to separately commission the same work – also needed to be fed into the event
- There was a combined bid into the Home Office by the voluntary sector around the needs of victims and survivors – 1 year funding of £500,000 to set up a series of bases across the Borough. There were 2 bids submitted from Rotherham, 1 by the Rotherham Women's Counselling Service (£160,000) and the consortia bid under 2 themes.

The outcome would be known by the end of March

Resolved:- (1) That the update be noted.

(2) That Commissioner Manzie ascertain who was to be invited to the 2nd April event.

S79. SELF-HARM PRACTICE GUIDELINES

Ruth Fletcher-Brown, Public Health Specialist (Mental Health) presented the Self-Harm Practice Guidance for approval and adoption by the Board.

The Rotherham Youth Cabinet had looked at the subject of self-harm as part of its 2013/14 Manifesto and recognised that, as well as local, it was a national issue.

In conjunction with this work, partner organisations had begun work drafting self-harm guidance for all staff working with children and young people recognising that it was an emotive issue for those staff supporting young people.

The purpose of the Guidance was to promote a safe, timely and effective response to children and young people who harmed themselves or were at risk of harming themselves. It was intended for use with children and young people up to the age of 25 years and did not supersede Safeguarding procedures. It had been written to reflect the development of the self-harm pathway and would appear on the CAMHS website once developed.

The Guidance incorporated the findings from the work of the Rotherham Youth Cabinet, including the voice of young people who self-harmed in Rotherham, and expertise from partners.

Adoption of the Guidance needed to be supported by a robust training programme to ensure that workers felt confident and able to support young people and referring on when appropriate.

If approved, the Guidance would be launched and rolled out to all organisations that worked with young people.

Discussion ensued with the following issues raised/clarified:-

- Some organisations would require the Guidance in hardcopy form but it was the intention for it to be included on all organisations' websites
- Suggestion that the paragraphs be numbered to enable quicker reference
- Suggestion that the long list under "How to Help" be grouped under related headings to allow easier access
- A meeting had been held with all Safeguarding leads to publicise the document and it was hoped to meet similarly with all Head Teachers

- Capacity to deliver the robust training and that of CAMHS' capacity to respond to the inevitable surge of demands for support

The Clinical Commissioning Group supported the document and had circulated it to GPs who were similarly in support but had raised the issue of faith.

Tony Clabby, Healthwatch Rotherham, reported that they were in discussion with the Clinical Commissioning Group with regard to developing a Young Healthwatch Ambassadors pilot, which was hoped would lead to peer-to-peer support, for young people who did not feel comfortable talking to adults. That was in development with the schools.

Ruth acknowledged that there was a great demand for support and training around mental health. It was hoped that the Guidance would also reassure frontline workers that they did not necessarily need to refer everyone through to CAMHS. Professionals needed to carry out a risk assessment as not all young people who self-harmed needed a referral. CAMHS had worked very closely with the production of the Guidance.

A further issue for consideration was the wellbeing of staff in schools whom were increasingly dealing with contentious issues and needed support.

Resolved:- (1) That the Self-Harm Practice Guidance be approved and adopted for use across all Services who worked with children and young people both within the statutory and voluntary sector.

(2) That the Youth Cabinet and other partners involved in the production of the Guidance be thanked for their work.

(3) That the Board be informed when the Guidance was to be launched.

(4) That further work take place with regard to training and that the Board consider the financial implications of a robust training programme.

S80. DATE OF NEXT MEETING

Resolved:- That a meeting of the Health and Wellbeing Board be held on Wednesday, 22nd April, 2015, commencing at 9.00 a.m.

ROTHERHAM BOROUGH COUNCIL – REPORT TO MEMBERS

1.	**Meeting:**	**Health and Wellbeing Board**
2.	**Date:**	**22nd April 2015**
3.	**Title:**	**Consultation on Drugs and Alcohol Public Health Expenditure**
4.	**Directorate:**	**Public Health**

5. Summary

As part of its budget review exercises during 2014/15 RMBC identified the potential for efficiency savings through the Drugs and Alcohol Public Health Programme Area.

Proposals were developed and shared with some of the service providers implicated in making these savings. Cabinet agreed these proposals in outline in February 2015 and RMBC would now like to begin a wider consultation process with partners from May onwards with a view to the implementation of the changes from 1st October 2015.

6. Recommendations

- **That the the partnership note that a detailed formal consultation process with users and carers, partners in care and health and community safety and providers will be launched in mid-May and run for three months.**

7. Proposals

Partners will be aware from previous papers that the local voluntary sector alcohol provider Lifeline was successful along with Public Health commissioning in obtaining a large Department of Health capital grant for the development of a local Recovery Hub. This has provided an opportunity to develop a proposal for the amalgamation of some services.

Also, the creation of the Recovery Hub requires programme delivery from the existing recovery services, including some of the peer support work to be delivered in a different way. Therefore, proposals will be made to increase the amount of group work delivery and decrease the amount of individual one to one client work undertaken by the existing service provider.

It is proposed that consideration is given to the regular clinics offered by the RDaSH service within the GP Practice setting. If agreed, the proposals may require changes to the staffing structure within RDaSH in order to reshape service delivery in line with the new recovery agenda whilst retaining a clinically safe and effective service which prioritises those at highest risk both to themselves and to the community.

8. Finance

Propsals for savings of some £640K represents a saving proposal of 5.8% across the entire budget.

9. Risks and Uncertainties

After the transfer of the drugs and alcohol management from health to local authorities as part of the Public Health transfer there remains the need for this area to continue to be viewed as a partnership responsibility as drugs and alcohol impacts on all areas of partners' responsibility.

10. Policy and Performance Agenda Implications

Recovery from opiate use has two key indicators within the Public Health Outcome Framework and Rotherham was recognised during 2015 as having exceptionally low performance in this area. Recent work with the GP community, and the impetus created by the new recovery hub has supported improvement in the last six months in this area. The proposals for consultation will address these issues.

There are no proposals to reduce spending on the alcohol services as its recognised already that this bench marks low across the country as a result of previous restrictions on the drugs pooled treatment budget.

11. Background Papers and Consultation

- National guidance on drugs and alcohol.
- Benchmarking data if available.

Contact Name:

Anne Charlesworth, Head of Drugs and Alcohol and Primary Care
Telephone 01709 255851 or e-mail anne.charlesworth@rotherham.gov.uk

Health and Wellbeing Board

1.	**Date:**	**22nd April 2015**
2.	**Title:**	**Health and Wellbeing Board Governance**

3. Summary

The report makes recommendations relating to the operation and governance of the Health and Wellbeing Board, based on actions agreed at the Board workshop session on 19th March and subsequent discussions between the Council's Managing Director and the Chief Officer of Rotherham Clinical Commissioning Group.

4. Recommendations

That the Health and Wellbeing Board:

- **Agree the recommendations set out in section 5 below**

5. Proposals and details

Background

Following the Board meeting on 19th March, Health and Wellbeing Board partners participated in an "away session" facilitated by John Deffenbaugh. This session considered priorities for the new Health and Wellbeing Strategy (covered in a separate report) and issues relating to the operation of the Board.

There were a number of action points agreed from what was a very productive session and Stella Manzie, Managing Director of the Council, and Chris Edwards, Chief Officer of Rotherham Clinical Commissioning Group (CCG), subsequently met to follow this up.

Key issues

At the meeting, the following recommendations were agreed to be proposed to the Board:

1) Meetings of the Board to move location; suggested locations being Rotherham Hospital, Voluntary Action Rotherham, the CCG, and RMBC, with meetings no longer being held in the Council Chamber.
2) Health and Wellbeing Board meetings to be every two months (six core meetings a year), format to be agreed depending on issues at the time, but with the opportunity to call special meetings in the month in-between.
3) Agendas for the meeting to be contributed to by any partners who wish, but the Council's Managing Director and CCG Chief Officer to sign off.
4) Further work to be done on the secretariat arrangements for the Board, between the Council's Democratic Services, Resources and Public Health teams
5) More formal agenda-setting discussions for the Board to take place, with planned single issue meetings on items of major importance.
6) The Council to come back to the CCG and the Board on possible vice-chairing or co-chairing of the Board by the Chair of the CCG, working with the Council's Cabinet Member for Health and Wellbeing.
7) To look, with the secretariat, at the future format of Health and Wellbeing Board items.

6. Financial implications

There are no direct financial implications, however ensuring the effective working of the board is likely to lead to stronger partnership decisions and greater value for money.

7. Equalities implications

We will need to look into whether each prospective meeting venue has the facility of a hearing loop, facilities which help visually impaired people etc.

8. Report authors

Chris Edwards, Chief Officer, Rotherham CCG
Stella Manzie, Managing Director, Rotherham MBC

Health and Wellbeing Board

1.	**Date:**	**22nd April 2015**
2.	**Title:**	**Health and Wellbeing Strategy**

3. Summary

The report provides brief background on discussions to date relating to the new Health and Wellbeing Strategy, and sets out issues for the Board to consider to support its ongoing development.

4. Recommendations

- **Members of the Board give their views on content, timescales and the process of producing the new Strategy, including utilisation of the remaining time available from John Deffenbaugh.**

5. Proposals and details

Background

At the partner workshop on 19th February and the Health and Wellbeing Board's away session on 19th March, it was agreed that there would need to be further discussion about the future Health and Wellbeing Strategy post-2015.

During the period of the existing strategy, 2012 to 2015, Rotherham has received massive coverage for its failings in safeguarding children, in particular children suffering from sexual exploitation. Also in that period, there has been the bedding down of the transfer nationally of the Public Health function into local authorities. The context in which this new Strategy will be produced will be very different from the last.

Key issues

The 2012-15 Health and Wellbeing Strategy has very little mention of children. In theory, there are links between the Local Safeguarding Children Board and the Safeguarding Adults Board. Although there are some good aspects of the last Strategy, in discussions we have agreed that the new Strategy needs a fresh start to reflect the changed times we are in and the vital local priorities we need to address, many of which have links with alcohol, drugs and mental health. Children will need to be at the heart of this.

We have also agreed that, in timing terms, the ideal time to complete the work on the Strategy would be by mid-September 2015, in order to fit in with the policy and planning cycles of both the council and the CCG.

As well as agreeing the priorities, consideration also needs to be given to the means of and timescales for consulting with a wider range of stakeholders, and the performance management arrangements for the Strategy.

A task group has been established to lead the work on the new Strategy, but the Board now needs to consider how it would like to utilise the remaining time available from John Deffenbaugh, and any other options to support the Strategy's ongoing development.

6. Report author

Stella Manzie, Managing Director, Rotherham MBC

REPORT TO THE HEALTH AND WELLBEING BOARD
22nd April 2015

Better Care Fund Operational Guidance

Report Sponsor: RCCG and RMBC

1. PURPOSE OF REPORT

1.1 The purpose of this report is to provide Board Members with an update on the publication by NHS England (NHSE) of a key document: The Operationalisation of the Better Care Fund in 2015/6, and the implications for Health and Wellbeing Boards

2. RECOMMENDATIONS

It is recommended that:-

2.1 Members note the NHSE document Better Care Fund: Guidance for the Operationalisation of the BCF in 2015-16, published on 26th March 2015.

2.2 Members note the requirement to send quarterly reports and an annual report To NHSE, and for these reports to be presented to and signed off by the Health and Wellbeing Board.

2.3 Members consider the suggested format for the BCF Quarterly Report and mandate officers to develop an appropriate report format for Rotherham, ensuring the NHSE requirements are fully met.

2.4 Members mandate the BCF Operational Executive to sign off the first quarterly BCF return, due for submission to NHSE May 2015, and receive a report at the next HWB meeting.

3. INTRODUCTION / BACKGROUND

3.1 NHS England states "The Better Care Fund (BCF) is one of the most ambitious ever programmes across the NHS and Local Government. It creates a local single pooled budget to incentivise the NHS and local government to work more closely together around people, placing their well-being as the focus of health and care services. The BCF is a critical part of the NHS 2 year operational plans and the 5 year strategic plans as well as local government planning".

3.2 On 21st January 2015 Rotherham's BCF plan was approved by NHS England. The plan contained high level performance monitoring information but detail could not be developed until NHS England requirements were known. The 2015/6 guidance, published in late March 2015 has provided this clarity.

3.3 In particular this guidance sets out:-

- the Care Act legislation underpinning the BCF;
- the accountability arrangements and flows of funding;
- the reporting and monitoring requirements for 15-16;
- arrangements for the operation of the payment for performance framework;
- how progress against plans will be managed and what the escalation process will look like; and
- the role of the BCF Task Force / Better Care Support Team going forward.

3.4 The operationalization Guidance sets out the NHSEs expectations for how localities will measure, manage and report performance, and the reporting timeframe for NHS England, and in particular clarifies the pay for performance element of the BCF. NHSE has developed a quarterly reporting template (contained in annex 2. The template covers reporting on: income and expenditure, payment for performance, the supporting metrics, and the national conditions. An annual report will also be required but as yet, the draft format for that report has not been devised by NHSE. The guidance suggests these reports are discussed and signed-off by HWBs.

3.5 Quarterly reports are due for submission at 5 points in the year:

- 29 May 2015 – for the period January to March 2015
- 28 August 2015 – for the period April to June 2015
- 27 November 2015 – for the period July to September 2015
- 26 February 2016 – for the period October – December 2015
- 27 May 2016 – for the period January – March 2016

The reason the reporting commences from January 2015, is due to the baseline for the quarterly Payment for Performance schedule, linked to the non-elective admissions targets.

The guidance invites Health and Wellbeing Boards to consider the alignment of BCF targets with the planning assumptions included in CCG operational plans, and where the target in BCF plans is greater than 2 percentage points away from assumptions in operational plans to amend the BCF target

4. CONCLUSION / NEXT STEPS

4.1 The HWB is asked to consider the operational guidance, and to mandate officers to discuss, agree and implement a performance management programme using a customised version of the attached quarterly monitoring form, and an annual return when a NHSE has devised a template. The quarterly format, and the timetable for submitting the quarterly and annual returns have been included within the draft Section 75 Partnership Framework Agreement for the BCF, thus ensuring both the CCG and Local authority are jointly responsible for compiling and submitting these reports to the HWB and NHSE.

5. FINANCIAL IMPLICATIONS

The Operational Guidance emphasises the requirement for the CCG and Local authority to be clear on pay for performance, and ensuring BCF monies are not paid if the locality does not meet its performance target for the number of non-elective admissions. The pay for performance element of the BCF fund in Rotherham is £1.416 m. A risk pool is in place, and the Section 75 agreement sets out a risk sharing agreement which will apply if BCF funding is withheld due to non-achievement of the target for non-elective admissions reductions.

6. CONSULTATION WITH STAKEHOLDERS

The BCF operations group and BCF Executive Group are aware of this paper and will be further discussing at their next scheduled meetings.

7. Appendix

7.1 Appendix 1 – Better Care Fund: Guidance for the Operationalisation of the BCF in 2015-16
http://www.england.nhs.uk/wp-content/uploads/2015/03/bcf-operationalisation-guidance-1516.pdf

7.2 NHSE suggested Quarterly report format
http://www.england.nhs.uk/ourwork/part-rel/transformation-fund/bcf-plan/

8. Background Papers

Better Care Fund Plan.

Officer Contacts: Keely Firth CFO, RCCG **Telephone No:** 302025
Officer Contacts: Lynda Bowen, RMBC **Telephone No:**

Date: 10th April 2015

REPORT TO THE HEALTH AND WELLBEING BOARD
22nd April 2015

Better Care Fund Partnership Agreement

Report Sponsor: RCCG and RMBC

1. PURPOSE OF REPORT

1.1 The purpose of this report is to outline progress on the development of the Section 75 (of the NHS Act 2006) Partnership Framework Agreement.

1.2 Secure approval from the Health and Well Being Board for the Better Care Fund Section 75 Agreement 2015/16 between Rotherham Council and Rotherham Clinical Commissioning Group.

1.3 Formally approve the BCF Governance arrangements outlined in Schedule 2, to ensure the Locality meet the requirements of NHS England: The Operationalisation of the Better Care Fund in 2015/6

2. RECOMMENDATIONS

The Health & Well Being Board is asked to:

2.1 **Approve the Better Care Fund Section 75 Agreement.**

2.2 **Approve the Interim Better Care Fund Executive and Operational Groups Terms of Reference outlined in Schedule 2 of the above plan.**

3. INTRODUCTION / BACKGROUND

3.1 The Better Care Fund (BCF) was established by Government to provide funds to local areas to support the integration of health and social care.

The Better Care Fund Plan for Rotherham developed 15 schemes to promote and develop integration, and these schemes are set out in the Rotherham BCF Plan- a plan which was fully approved by NHS England on 21st January 2015.

3.2 NHS England have specifically requested in their operational guidance for 2015/6 that a formal agreement is established in each locality to enable the CCG and the local authority to work collaboratively in delivering the services set out in the BCF plan. The NHS England requirement is for an agreement using Section 75 of the National Health Service 2006 Act. This partnership framework agreement gives powers to local authorities and health bodies 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 National Health Service (NHS) functions.

3.3 A Section 75 agreement is used when there is some cross-over of functions between the two organisations; to allow the two organisations acting in partnership to pool budgets or create non-pooled funds, to agree that staff carrying out the inter-related functions can undertake work for both organisations and to delegate functions to provide a more seamless service. A Section 75 agreement may record a wider working relationship between health and social care organisations with a view to arrangements being developed across a number of different services or it can be used for a single discrete service.

3.4 Rotherham Clinical Commissioning Group (RCCG) and Rotherham Metropolitan Council (RMBC) in a series of meetings have developed the overarching Partnership Framework Section 75 Agreement, based on a template produced by NHS England, customising this document to reflect local need and priorities.

3.5 NHS England requires the planned use of the BCF and the pooled budget arrangements to be agreed by the Health and Wellbeing Board prior to the Section 75 agreement being finalised.

4. SECTION 75 AGREEMENT OVERVIEW

4.1 The Section 75 Agreement has established two pooled budgets. With each authority hosting one fund, the proposal allows the local authority to maximise the benefits of hosting a pooled fund (it is able to recoup VAT, and is able to manage capital projects for example), whilst allowing the CCG - who are contributing a majority of the monies to the BCF - to host a pooled fund for just over half of the total budget.

4.2 A performance management programme has been developed which will allow a close focus on each of the 15 schemes. The schemes have been mapped into two pools to allow similar services to explore opportunities for further integrated working, and to work together to collect and monitor data, ensuring double counting is avoided.

4.3 A revised terms of reference for The Better Care Fund governance has been included within the Section 75 agreement. The existing governance has been updated to move on from the development of the BCF plan, into arrangements which focus on the implementation of the plan. This model, which is set out in Schedule 2 will have two levels. A BCF Operational Group will gather, review and interpret performance data, and ensure targets are monitored and met. A second group, the BCF Executive Group will be the body which will have strategic oversight of the whole BCF plan. The officer group will be the accountable officers and other key staff drawn from the RCCG and RMBC. Terms of reference for each of these groups are set out in Schedule 2 of the section 75 agreement

4.4 The above model will ensure there is maximum focus on reducing the number of non- elective admissions and thus to meet the pay for performance element of the BCF fund. For 2015/6 £0.4 million of the £23 million BCF funding is paid only if Rotherham reduces its current rate of non-elective admissions. The CCG and council have agreed a risk fund, spread across the two pooled budgets, which will

be used to fund any shortfall due to targets being missed, or unexpected overspends. The risk pool will be overseen by the BCF Executive Group, and attributed on a 50/50 basis to the CCG and the local authority.

5. CONCLUSION / NEXT STEPS

5.1 The Council and CCG have finalised and agreed the Section 75 Agreement, and are now ready to recommend this agreement for approval and authorisation by the H&WB.

6. FINANCIAL IMPLICATIONS

6.1 The details of the two pooled funds are set out in the Section 75 agreement Schedule 1. In brief- there are two funds within the £23m BCF plan. One fund, hosted by the CCG is valued at £13,245m. One fund, hosted by the RMBC is valued at £10,071m. Both funds sit under the same Section 75 agreement governing the BCF plan.

6.2 A risk pool of £1.4 million for the fund has been set up to cover unintended pressures arising from workstreams in other parts of the system and the pay for performance element of the BCF for 2015/6.

6.3 Risk sharing agreements have been agreed to protect both parties from areas of overspend and financial risk.

7. CONSULTATION WITH STAKEHOLDERS

The BCF Executive Group and BCF Operational Group are aware of this paper and the Section 75 Agreement and have contributed to its completion.

The final Agreement will be further discussed at the next scheduled meeting of each group.

8. Appendix

Section 75 Agreement terms of reference and schedules

9. Background Papers

Appendix 1 – Better Care Fund: Guidance for the Operationalisation of the BCF in 2015-16
http://www.england.nhs.uk/wp-content/uploads/2015/03/bcf-operationalisation-guidance-1516.pdf

Officer Contacts: Keely Firth CFO, RCCG **Telephone No: 01709 302025**
Officer Contacts: Lynda Bowen, RMBC **Telephone No: 01709 382121**

Dated **2015**

ROTHERHAM METROPOLITAN BOROUGH COUNCIL

and

NHS ROTHERHAM CLINICAL COMMISSIONING GROUP

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

Contents

THIS AGREEMENT is made on 1ST day of April 2015.

PARTIES

(1) **NHS ROTHERHAM CLINICAL COMMISSIONING GROUP of Oak House, Moorhead Way, Bramley, Rotherham, S66 1YY** (the "**CCG**")

(2) **ROTHERHAM METROPOLITAN BOROUGH COUNCIL Riverside House Main Street Rotherham S60 1AE (the "Council")**

BACKGROUND

(A) The Council has responsibility for commissioning and/or providing social care services on behalf of the population of the borough of Rotherham.

(B) The CCG has the responsibility for commissioning health services pursuant to the 2006 Act in the borough of Rotherham.

(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. The Partners wish to extend the use of pooled funds to include funding streams from outside of the Better Care Fund.

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

(E) The purpose of this Agreement is to set out the terms on which the Partners have agreed to collaborate and to establish a framework through which the Partners can secure the future position of health and social care services through lead or joint commissioning arrangements. It is also means through which the Partners will to pool funds and align budgets as agreed between the Partners.

(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.

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

(H) The Partners are entering into this Agreement in exercise of the powers referred to in Section 75 of the 2006 Act and/or Section 13Z(2) and 14Z(3) of the 2006 Act as applicable, to the extent that exercise of these powers is required for this Agreement.

1 DEFINED TERMS AND INTERPRETATION

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

1998 Act means the Data Protection Act 1998.

2000 Act means the Freedom of Information Act 2000.

2004 Regulations means the Environmental Information Regulations 2004.

2006 Act means the National Health Service Act 2006.

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

Agreement means this agreement including its Schedules and Appendices.

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

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

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

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

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

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

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

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

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

Commencement Date means 00:01 hrs on 1st April 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 Service User or his treatment or medical history;

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

(c) which is a trade secret.

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

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

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

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

Force Majeure Event means one or more of the following:
(a) war, civil war (whether declared or undeclared), riot or armed conflict;

(b) acts of terrorism;

(c) acts of God;

(d) fire or flood;

(e) industrial action;

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

(g) any form of contamination or virus outbreak; and
(h) any other event,
in each case where such event is beyond the reasonable control of the Partner claiming relief

Functions means the NHS Functions and the Health Related Functions

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

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

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

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

Individual Scheme means one of the schemes which is agreed by the Partners to be included within this Agreement using the powers under Section 75.

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

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

Law means:

(a) any statute or proclamation or any delegated or subordinate legislation;

(b) any enforceable community right within the meaning of Section 2(1) European Communities Act 1972;

(c) any guidance, direction or determination with which the Partner(s) or relevant third party (as applicable) are bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Partner(s) or relevant third party (as applicable); and

(d) any judgment of a relevant court of law which is a binding precedent in England.

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

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

Losses means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services), proceedings, demands and charges whether arising under statute, contract or at common law but excluding Indirect Losses and "Loss" shall be interpreted accordingly.

Month means a calendar month.

National Conditions mean the national conditions as set out in the NHS England Planning Guidance as are amended or replaced from time to time.

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

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

Non-Recurrent Payments means funding provided by a Partner to a Pooled Fund in addition to the Financial Contributions pursuant to arrangements agreed in accordance with Clause 10.4.

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

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

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

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

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

Permitted Expenditure has the meaning given in Clause 7.3.

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

Pooled Fund means any pooled fund established and maintained by the Partners as a pooled fund in accordance with the Regulations

Pooled Fund Manager means such officer of the Host Partner which includes a Section 113 Officer for the relevant Pooled Fund established under an Individual Scheme as is nominated by the Host Partner from time to time to manage the Pooled Fund in accordance with Clause 8.2.

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

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

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

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).

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

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

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

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

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

SOSH means the Secretary of State for Health.

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

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

1.2 In this Agreement, all references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made thereunder and any conditions attaching thereto. Where relevant, references to English statutes and statutory provisions shall be construed as references also to equivalent statutes, statutory provisions and rules of law in other jurisdictions.

1.3 Any headings to Clauses, together with the front cover and the index are for convenience only and shall not affect the meaning of this Agreement. Unless the contrary is stated, references to Clauses and Schedules shall mean the clauses and schedules of this Agreement.

1.4 Any reference to the Partners shall include their respective statutory successors, employees and agents.

1.5 In the event of a conflict, the conditions set out in the Clauses to this Agreement shall take priority over the Schedules.

1.6 Where a term of this Agreement provides for a list of items following the word "including" or "includes", then such list is not to be interpreted as being an exhaustive list.

1.7 In this Agreement, words importing any particular gender include all other genders, and the term "person" includes any individual, partnership, firm, trust, body corporate, government, governmental body, trust, agency, unincorporated body of persons or association and a reference to a person includes a reference to that person's successors and permitted assigns.

1.8 In this Agreement, words importing the singular only shall include the plural and vice versa.

1.9 In this Agreement, "staff" and "employees" shall have the same meaning and shall include reference to any full or part time employee or officer, director, manager and agent.

1.10 Subject to the contrary being stated expressly or implied from the context in these terms and conditions, all communication between the Partners shall be in writing.

1.11 Unless expressly stated otherwise, all monetary amounts are expressed in pounds sterling but in the event that pounds sterling is replaced as legal tender in the United Kingdom by a different currency then all monetary amounts shall be converted into such other currency at the rate prevailing on the date such other currency first became legal tender in the United Kingdom.

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

2 TERM

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

2.2 Subject to Clause 2.3 and Clause 2.4 this Agreement shall continue for one year until 31st March 2016 (the "Initial Period").

2.3 Subject to Clause 2.4, the Partners may by agreement in writing extend this Agreement at any time during the period of the existing agreement.

2.4 Where there is an obligation on the Partners under Law or BCF Guidance to have in place Pooled Fund arrangements in respect of the Better Care Fund, this Agreement shall continue in force until such time as such obligation ceases and either Partner has given notice to terminate under Clause 22 or the Partners agree alternative arrangements to meet the BCF Guidance and their statutory requirements.

2.5 The duration of each Individual Scheme shall be the Initial Period unless otherwise set out in the relevant Scheme Specification or agreed by the Partners.

3 GENERAL PRINCIPLES

3.1 Nothing in this Agreement shall affect:

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

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

3.2 The Partners agree to:

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

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

3.2.3 provide early information and notice about relevant problems.

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

4 PARTNERSHIP FLEXIBILITIES

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

4.1.1 Lead Commissioning Arrangements;

4.1.2 Integrated Commissioning;

4.1.3 Joint Commissioning

4.1.4 the establishment of one or more Pooled Funds

in relation to Individual Schemes (the "Flexibilities")

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

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

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

5 FUNCTIONS

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

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

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

5.4 The Partners shall not enter into a Scheme Specification in respect of an Individual Scheme unless they are satisfied that the Individual Scheme in question will improve health and well-being in accordance with this Agreement.

5.5 The introduction of any Individual Scheme will be subject to business case approval by the BCF Executive Group.

6 COMMISSIONING ARRANGEMENTS

Integrated Commissioning

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

6.2 Both Partners shall be responsible for compliance with and making payments of all sums due to a Provider pursuant to the terms of each Service Contract.

6.3 Both Partners shall work in cooperation and endeavour to ensure that the relevant Services as set out in each Scheme Specification are commissioned within each Partners Financial Contribution in respect of that particular Service in each Financial Year.

6.4 The Partners shall comply with the arrangements in respect of the Joint (Aligned) Commissioning as set out in the relevant Scheme Specification and as detailed in Schedule 4.

6.5 Each Partner shall keep the other Partners and the BCF Executive Group regularly informed of the effectiveness of the arrangements including the Better Care Fund and any Overspend or Underspend in a Pooled Fund or Non Pooled Fund.

6.6 The BCF Executive Group will report back to the Health and Wellbeing Board as required by its Terms of Reference.

6.7 Staff in the integrated commissioning team may be made available under S113 of the Local Government Act 1972 to the Partner who is not their employer for the purposes of this Agreement, save that it is not intended that decision making power should be exercised by such employees on behalf of the other Partner.

Appointment of a Lead Commissioner

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

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

6.8.2 endeavour to ensure that the NHS Functions and the Health Related Functions are funded within the parameters of the Financial Contributions of each Partner in relation to each particular Service in each Financial Year.

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

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

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

6.8.6 where Services are commissioned using the NHS Standard Form Contract, perform the obligations of the “Commissioner” and “Co-ordinating Commissioner” with all due skill, care and attention and where Services are commissioned using any other form of contract to perform its obligations with all due skill and attention;

6.8.7 undertake performance management and contract monitoring of all Service Contracts together with contract management and enforcement of contract conditions as necessary;

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

6.8.9 keep the other Partner and the BCF Executive Group regularly informed of the effectiveness of the arrangements including the Better Care Fund and any Overspend or Underspend in a Pooled Fund or Non Pooled Fund.

7 ESTABLISHMENT OF A POOLED FUND

7.1 In exercise of their respective powers under Section 75 of the 2006 Act, the Partners have agreed to establish and maintain such pooled funds for revenue expenditure as set out in the Scheme Specifications.

7.2 Each Pooled Fund shall be managed and maintained in accordance with the terms of this Agreement.

7.3 It is agreed that the monies held in a Pooled Fund may only be expended on the following:

7.3.1 the Contract Price;

7.3.2 where the Council is to be the Provider, the Permitted Budget;

7.3.3 Performance Payments;

7.3.4 the purchase of goods and services expressly contemplated in any Scheme.

7.3.5 Approved Expenditure as agreed by the Partners;

7.3.6 Capital expenditure as set out in any individual scheme.

("Permitted Expenditure")

7.4 The Partners may only depart from the definition of Permitted Expenditure to include or exclude other revenue expenditure with the express written agreement of the BCF Executive Group.

7.5 For the avoidance of doubt, monies held in the Pooled Fund may not be expended on Default Liabilities unless this is agreed by all Partners.

7.6 Pursuant to this Agreement, the Partners agree to appoint a Host Partner for each of the Pooled Funds set out in the Scheme Specifications. The Host Partner shall be the Partner responsible for:

7.6.1 holding all monies contributed to the Pooled Fund on behalf of itself and the other Partners;

7.6.2 providing the financial administrative systems for the Pooled Fund; and

7.6.3 appointing the Pooled Fund Manager;

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

8 POOLED FUND MANAGEMENT

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

8.1.1 which of the Partners shall act as Host Partner for the purposes of Regulations 7(4) and 7(5) and shall provide the financial administrative systems for the Pooled Fund;

8.1.2 which officer of the Host Partner shall act as the Pooled Fund Manager for the purposes of Regulation 7(4) of the Regulations.

8.2 The Pooled Fund Manager in respect of each Individual Service where there is a Pooled Fund shall have the following duties and responsibilities:

8.2.1 the day to day operation and management of the Pooled Fund;

8.2.2 ensuring that all expenditure from the Pooled Fund is in accordance with the provisions of this Agreement and the relevant Scheme Specification;

8.2.3 maintaining an overview of all joint financial issues affecting the Partners in relation to the Services and the Pooled Fund;

8.2.4 ensuring that full and proper records for accounting purposes are kept in respect of the Pooled Fund;

8.2.5 reporting to the BCF Executive Group and BCF Operational Group as required by the group and the relevant Scheme Specification;

8.2.6 ensuring action is taken to manage any projected under or overspends relating to the Pooled Fund in accordance with this Agreement;

8.2.7 preparing and submitting to the BCF Executive Group and BCF Operational Group quarterly reports (or more frequent reports if required by either Group) and an annual return about the income and expenditure from the Pooled Fund together with an annual report and other requirements as set out in Schedule 5, and such other information as may be required by the Partners and the BCF Executive and Operational Groups to monitor the effectiveness of the Pooled Fund and to enable the Partners to complete their own financial accounts and returns. The Partners agree to provide all necessary information to the Pooled Fund Manager in time for the reporting requirements to be met as set out in schedule 9;

8.2.8 preparing and submitting reports to the Health and Wellbeing Board as required by it including supplying the quarterly reports referred to in paragraph 8.2.7 above to the Health and Well Being Board.

8.3 In carrying out their responsibilities as provided under Clause 8.2 the Pooled Fund Manager shall have regard to the BCF Guidance and the recommendations of the BCF Executive Group and shall be accountable to the Partners.

8.4 The BCF Executive Group may agree to the viring of funds between Pooled Funds.

9 NON POOLED FUNDS

9.1 Any Financial Contributions agreed to be held within a Non Pooled Fund will be notionally held in a fund established for the purpose of commissioning that Service as set out in the relevant Scheme Specification. For the avoidance of doubt, a Non Pooled Fund does not constitute a pooled fund for the purposes of Regulation 7 of the Partnership Regulations.

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

9.2.1 which Partner if any shall host the Non-Pooled Fund

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

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

9.4 Both Partners shall ensure that Services commissioned using a Non Pooled Fund are commissioned solely in accordance with the relevant Scheme Specification.

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

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

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

10 FINANCIAL CONTRIBUTIONS

10.1 The Financial Contribution of the CCG and the Council to any Pooled Fund or Non-Pooled Fund for the first Financial Year of operation of each Individual Scheme shall be as set out in the relevant Scheme Specification.

10.2 Financial Contributions will be determined according to National Conditions regarding Better Care Fund contributions. The Partners may wish to vary this in the future pursuant to the aims of the Pooled Fund, but may only do so with the agreement of the BCF Executive Group.

10.3 Financial Contributions will, subject to the BCF Guidance, be paid as set out in the each Scheme Specification.

10.4 No provision of this Agreement shall preclude the Partners from making additional contributions of Non-Recurrent Payments to the Pooled Fund from time to time by mutual agreement. Any such additional contributions of Non-Recurrent Payments shall be explicitly recorded in the BCF Executive Group minutes and recorded in the budget statement as a separate item.

10.5 For the avoidance of doubt any charges received from Service Users shall be paid to the Council.

11 NON FINANCIAL CONTRIBUTIONS

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

12 RISK SHARE ARRANGMENTS, OVERSPENDS AND UNDERSPENDS

Risk share arrangements

12.1 The Partners have agreed risk share arrangements as set out in Schedule 3, which provide for financial risks arising within the commissioning of Services from the Pooled Funds and the financial risk to the Pooled Fund arising from the payment for performance element of the Better Care Fund.

Overspends in Pooled Fund

12.2 Subject to Clause 12.3, the Host Partner for the relevant Pooled Fund shall manage expenditure from a Pooled Fund within the Financial Contributions and shall ensure that the expenditure is limited to Permitted Expenditure.

12.3 The Host Partner shall not be in breach of its obligations under this Agreement if an Overspend occurs PROVIDED THAT the only expenditure from a Pooled Fund has been in accordance with Permitted Expenditure and it has informed the BCF Executive Group in accordance with Clause 12.4.

12.4 In the event that the Pooled Fund Manager identifies an actual or projected Overspend the Pooled Fund Manager must ensure that the BCF Executive Group is informed as soon as reasonably possible and the provisions of the relevant Scheme Specification and Schedules 2 and 3 shall apply.

Overspends in Non Pooled Funds

12.5 Where in Joint Commissioning Arrangements either Partner forecasts an overspend in relation to a Partners Financial Contribution to a Non-Pooled Fund that Partner shall as soon as reasonably practicable inform the other Partner and the BCF Executive and Operational Groups.

12.6 Where there is a Lead Commissioning Arrangement the Lead Commissioner is responsible for the management of the Non-Pooled Fund. The Lead Commissioner shall as soon as reasonably practicable inform the other Partners and the BCF Executive and Operational Groups.

Underspend

12.7 In the event that expenditure from any Pooled Fund or Non Pooled Fund in any Financial Year is less than the aggregate value of the Financial Contributions made for that Financial Year the Partners shall agree how the surplus monies shall be spent, carried forward and/or returned to the Partners. Such arrangements shall be subject to the Law and the Standing Orders and Standing Financial Instructions (or equivalent) of the Partners and the terms of the Performance Payment Arrangement.

13 CAPITAL EXPENDITURE

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

13.2 Any capital asset acquired from the Pooled Funds shall be the property of the Council, who shall be responsible for it.

14 VAT

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

15 AUDIT AND RIGHT OF ACCESS

15.1 All Partners shall promote a culture of probity and sound financial discipline and control. The Host Partner shall arrange for the audit of the accounts of the relevant Pooled Fund and shall require the appropriate person or body appointed to exercise the functions of the Audit Commission under section 28(1)(d) of the Audit Commission Act 1998, by virtue of an order made under section 49(5) of the Local Audit and Accountability Act 2014 to make arrangements to certify an annual return of those accounts under Section 28(1) of the Audit Commission Act 1998.

15.2 All internal and external auditors and all other persons authorised by the Partners will be given the right of access by them to any document, information or explanation they require from any employee, member of the Partner in order to carry out their duties in accordance with the specification of requirements set out at Schedule 10. This right is not limited to financial information or accounting records and applies equally to premises or equipment used in connection with this Agreement. Access may be at any time without notice, provided there is good cause for access without notice.

16 LIABILITIES AND INSURANCE AND INDEMNITY

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

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

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

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

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

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

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

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

17 STANDARDS OF CONDUCT AND SERVICE

17.1 The Partners will at all times comply with Law and ensure good corporate governance in respect of each Partner (including the Partners respective Standing Orders and Standing Financial Instructions).

17.2 The Council is subject to the duty of Best Value under the Local Government Act 1999. This Agreement and the operation of the Pooled Fund is therefore subject to the Council's obligations for Best Value and the other Partners will co-operate with all reasonable requests from the Council which the Council considers necessary in order to fulfil its Best Value obligations.

17.3 The CCG is subject to the CCG Statutory Duties and these incorporate a duty of clinical governance, which is a framework through which they are accountable for continuously improving the quality of its services and safeguarding high standards of care by creating an environment in which excellence in clinical care will flourish. This Agreement and the operation of the Pooled Funds are therefore subject to ensuring compliance with the CCG Statutory Duties and clinical governance obligations.

17.4 The Partners are committed to an approach to equality and equal opportunities as represented in their respective policies. The Partners will maintain and develop these policies as applied to service provision, with the aim of developing a joint strategy for all elements of the service.

18 CONFLICTS OF INTEREST

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

19 GOVERNANCE

19.1 Overall strategic oversight of partnership working between the partners is vested in the Health and Well Being Board, which for these purposes shall make recommendations to the Partners as to any action it considers necessary.

19.2 The Partners have established a BCF Executive Group to manage and give oversight to the delivery of the BCF plan:

19.3 Its role is as follows:

- Monitor delivery of the better Care plan through quarterly meetings
- Ensure performance targets are being met
- Ensure schemes are being delivered and additional action put in place where the plan results in unintended consequences
- Make decisions relating to delivery of the plan
- Report directly to the Health and Wellbeing board on a quarterly basis

19.4 The BCF Executive Group is based on a joint working group structure. Each member shall be an officer of one of the Partners and will have individual delegated responsibility from the Partner employing them to make decisions which enable the BCF Executive Group to carry out its objectives, roles, duties and functions as set out in this Clause 19 and Schedule 2.

19.5 The terms of reference of the BCF Executive Group shall be as set out in Schedule 2.

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

19.7 The BCF Executive Group shall be responsible for the overall approval of the Individual Services, ensuring compliance with the Better Care Fund Plan and the strategic direction of the Better Care Fund.

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

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

20 REVIEW

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

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

20.3 The Partners shall within 20 Working Days of the annual review prepare a joint annual report documenting the matters referred to in this Clause 20. A copy of this report shall be provided to the BCF Executive Group.

20.4 In the event that the Partners fail to meet the requirements of the Better Care Fund Plan and NHS England the Partners shall provide full co-operation with NHS England to agree a recovery plan.

21 COMPLAINTS

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

22 TERMINATION & DEFAULT

22.1 This Agreement may be terminated by any Partner giving not less than 3 Months' notice in writing to terminate this Agreement provided that such termination shall not take effect prior to the termination of the obligations on the parties to maintain a Better Care Fund.

22.2 Each Individual Scheme may be terminated in accordance with the terms set out in the relevant Scheme Specification provided that the Partners ensure that the Better Care Fund requirements continue to be met.

22.3 If any Partner ("Relevant Partner") fails to meet any of its obligations under this Agreement, the other Partners (acting jointly) may by notice require the Relevant Partner to take such reasonable action within a reasonable timescale as the other Partners may specify to rectify such failure. Should the Relevant Partner fail to rectify such failure within such reasonable timescale, the matter shall be referred for resolution in accordance with Clause 23.

22.4 Termination of this Agreement (whether by effluxion of time or otherwise) shall be without prejudice to the Partners' rights in respect of any antecedent breach and the provisions of Clauses 12, 15, 16, 21, 22 25, 26, 27, 28, 32, 33, 37 and 39.

22.5 In the event of termination of this Agreement, the Partners agree to cooperate to ensure an orderly wind down of their joint activities and to use their best endeavours to minimise disruption to the health and social care which is provided to the Service Users.

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

22.6.1 the Partners agree that they will work together and co-operate to ensure that the winding down and disaggregation of the integrated and joint activities to the separate responsibilities of the Partners is carried out smoothly and with as little disruption as possible to service users, employees, the Partners and third parties, so as to minimise costs and liabilities of each Partner in doing so;

22.6.2 where either Partner has entered into a Service Contract which continues after the termination of this Agreement, both Partners shall continue to contribute to the Contract Price in accordance with the agreed contribution for that Service prior to termination and will enter into all appropriate legal documentation required in respect of this;

22.6.3 the Lead Commissioner shall make reasonable endeavours to amend or terminate a Service Contract (which shall for the avoidance of doubt not include any act or omission that would place the Lead Commissioner in breach of the Service Contract) where the other Partner requests the same in writing Provided that the Lead Commissioner shall not be required to make any payments to the Provider for such amendment or termination unless the Partners shall have agreed in advance who shall be responsible for any such payment.

22.6.4 where a Service Contract held by a Lead Commissioner relates all or partially to services which relate to the other Partner's Functions then provided that the Service Contract allows the other Partner may request that the Lead Commissioner assigns the Service Contract in whole or part upon the same terms mutatis mutandis as the original contract.

22.6.5 the BCF Operational Group shall continue to operate for the purposes of functions associated with this Agreement for the remainder of any contracts and commitments relating to this Agreement; and

22.6.6 Termination of this Agreement shall have no effect on the liability of any rights or remedies of either Partner already accrued, prior to the date upon which such termination takes effect.

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

23 DISPUTE RESOLUTION

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

23.2 The Authorised Officers selected by the BCF Executive Group shall meet in good faith as soon as possible and in any event within seven (7) days of notice of the dispute being served pursuant to Clause 23.1, at a meeting convened for the purpose of resolving the dispute.

23.3 If the dispute remains after the meeting detailed in Clause 23.2 has taken place, the council's Director of Adult Social Care and the CCG's Accountable officer or nominees shall meet in good faith as soon as possible after the relevant meeting and in any event with fourteen (14) days of the date of the meeting, for the purpose of resolving the dispute.

23.4 If the dispute remains after the meeting detailed in Clause 23.3 has taken place, then the Partners will attempt to settle such dispute by mediation in accordance with the CEDR Model Mediation Procedure or any other model mediation procedure as agreed by the Partners. To initiate a mediation, either Partner may give notice in writing (a **"Mediation Notice"**) to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organisation as agreed by the Partners asking them to nominate a mediator. The mediation shall commence within twenty (20) Working Days of the Mediation Notice being served. Neither Partner

will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one (1) hour. Thereafter, paragraph 14 of the Model Mediation Procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the Partners). The Partners will co-operate with any person appointed as mediator, providing him with such information and other assistance as he shall require and will pay his costs as he shall determine or in the absence of such determination such costs will be shared equally.

23.5 Nothing in the procedure set out in this Clause 23 shall in any way affect either Partner's right to terminate this Agreement in accordance with any of its terms or take immediate legal action.

24 FORCE MAJEURE

24.1 Neither Partner shall be entitled to bring a claim for a breach of obligations under this Agreement by the other Partner or incur any liability to the other Partner for any losses or damages incurred by that Partner to the extent that a Force Majeure Event occurs and it is prevented from carrying out its obligations by that Force Majeure Event.

24.2 On the occurrence of a Force Majeure Event, the Affected Partner shall notify the other Partner as soon as practicable. Such notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Partner and any action proposed to mitigate its effect.

24.3 As soon as practicable, following notification as detailed in Clause 24.2, the Partners shall consult with each other in good faith and use all best endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and, subject to Clause 24.4, facilitate the continued performance of the Agreement.

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

25 CONFIDENTIALITY

25.1 In respect of any Confidential Information a Partner receives from another Partner (the "**Discloser**") and subject always to the remainder of this Clause 25, each Partner (the "**Recipient**") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:

25.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date; and

25.1.2 the provisions of this Clause 25 shall not apply to any Confidential Information which:

(a) is in or enters the public domain other than by breach of the Agreement or other act or omission of the Recipient; or

(b) is obtained by a third party who is lawfully authorised to disclose such information.

25.2 Nothing in this Clause 25 shall prevent the Recipient from disclosing Confidential Information where it is required to do so in fulfilment of statutory obligations or by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law.

25.3 Each Partner:

25.3.1 may only disclose Confidential Information to its employees and professional advisors to the extent strictly necessary for such employees to carry out their duties under the Agreement; and

25.3.2 will ensure that, where Confidential Information is disclosed in accordance with Clause 25.3.1, the recipient(s) of that information is made subject to a duty of confidentiality equivalent to that contained in this Clause 25;

25.3.3 shall not use Confidential Information other than strictly for the performance of its obligations under this Agreement.

26 FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS

26.1 The Partners agree that they will each cooperate with each other to enable any Partner receiving a request for information under the 2000 Act or the 2004 Regulations to respond to a request promptly and within the statutory timescales. This cooperation shall include but not be limited to finding, retrieving and supplying information held, directing requests to other Partners as appropriate and responding to any requests by the Partner receiving a request for comments or other assistance.

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

27 OMBUDSMEN

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

28 INFORMATION SHARING

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

29 NOTICES

29.1 Any notice to be given under this Agreement shall either be delivered personally or sent by facsimile or sent by first class post or electronic mail. The address for service of each Partner shall be as set out in Clause 29.3 or such other address as each Partner may previously have notified to the other Partner in writing. A notice shall be deemed to have been served if:

29.1.1 personally delivered, at the time of delivery;

29.1.2 sent by facsimile, at the time of transmission;

29.1.3 posted, at the expiration of forty eight (48) hours after the envelope containing the same was delivered into the custody of the postal authorities; and

29.1.4 if sent by electronic mail, at the time of transmission and a telephone call must be made to the recipient warning the recipient that an electronic mail message has been sent to him (as evidenced by a contemporaneous note of the Partner sending the notice) and a hard copy of such notice is also sent by first class recorded delivery post (airmail if overseas) on the same day as that on which the electronic mail is sent.

29.2 In proving such service, it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the

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

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

29.3.1 if to the Council, addressed to

Director of Adult Social Services
Riverside House
Main Street
Rotherham
S60 1AE
Tel: 01709382121

29.3.2 to the CCG, addressed to

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

30 VARIATION

No variations to this Agreement will be valid unless they are recorded in writing and signed for and on behalf of each of the Partners.

31 CHANGE IN LAW

31.1 The Partners shall ascertain, observe, perform and comply with all relevant Laws, and shall do and execute or cause to be done and executed all acts required to be done under or by virtue of any Laws.

31.2 On the occurrence of any Change in Law, the Partners shall agree in good faith any amendment required to this Agreement as a result of the Change in Law subject to the Partners using all reasonable endeavours to mitigate the adverse effects of such Change in Law and taking all reasonable steps to minimise any increase in costs arising from such Change in Law.

31.3 In the event of failure by the Partners to agree the relevant amendments to the Agreement (as appropriate), the Clause 23 (Dispute Resolution) shall apply.

32 WAIVER

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

33 SEVERANCE

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

34 ASSIGNMENT AND SUB CONTRACTING

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

35 EXCLUSION OF PARTNERSHIP AND AGENCY

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

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

35.2.1 act as an agent of the other;

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

35.2.3 bind the other in any way.

36 THIRD PARTY RIGHTS

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

37 ENTIRE AGREEMENT

37.1 The terms herein contained together with the contents of the Schedules constitute the complete agreement between the Partners with respect to the subject matter hereof and supersede all previous communications representations understandings and agreement and any representation promise or condition not incorporated herein shall not be binding on any Partner.

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

38 COUNTERPARTS

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

39 GOVERNING LAW AND JURISDICTION

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

39.2 Subject to Clause 23 (Dispute Resolution), the Partners irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceedings, dispute or claim, which may arises out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

Signed on behalf of the ROTHERHAM)
METROPOLITAN BOROUGH COUNCIL

Authorised signatory

Signed for on behalf of the
NHS ROTHERHAM CLINICAL
COMMISSIONING GROUP

Authorised Signatory

SCHEDULE 1 OVERARCHING SCHEME SPECIFICATION

Part 1 – Better Care Fund Schemes

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

1 Introduction

1.1 The Rotherham Health and Wellbeing Strategy sets out our overarching vision to improve health and reduce health inequalities in the borough. Through the strategy, the Health and Wellbeing Board has made a commitment to ensure the commissioning and delivery of services which are more integrated and person-centred and which will work to improve health outcomes for local people. The strategy will be reviewed in 2015/16.

1.2 The Better Care Fund Plan will contribute to 4 of the strategic outcomes of the local Health and Wellbeing Strategy:

39.2.1 **Prevention and early intervention**: Rotherham people will get help early to stay healthy and increase their independence

39.2.2 **Expectations and aspirations**: All Rotherham people will have high aspirations for their health and wellbeing and expect good quality services in their community

39.2.3 **Dependence to independence**: Rotherham people and families will increasingly identify their own needs and choose solutions that are best suited to their personal circumstances

39.2.4 **Long-term conditions**: Rotherham people will be able to manage long-term conditions so that they are able to enjoy the best quality of life

1.3 The strategy sets out clear priorities which will be delivered through Rotherham's total place spending which is expressed in detail in the commissioning plans of the Council, Public Health and Rotherham CCG (see Appendix 15) of the Better Care Fund Plan.

1.4 The full health and wellbeing strategy is available at: http://www.rotherhamhealthandwellbeing.org.uk/.

Rotherham has been successful in achieving a 16% reduction in non-elective admissions to hospital over the last 5 years (and enabled a substantial investment in additional community services.

1.5 The Rotherham BCF Plan is well-aligned with the population needs and schemes will focus on improving the integration of health and social care services, supporting better customer and patient outcomes through more streamlined working and through delivering person centred care to improve the customer and patient experience.

1.6 The Better Care Fund Action Plan brings together 16 schemes which are key to delivering the overall Health and Well-Being Strategy. These schemes have been initiated and supported by the Better Care Fund, and comprise a large component of the innovative schemes that partners in Rotherham are developing to improve the delivery and efficiency of community care. 15 schemes include a total investment of £22.097m. Particulars of the schemes are set out in part 2 of this Schedule. In addition the amount receivable by the Council for the Disabled Facilities Grant of £1.219m is included in this agreement.

2 Pooled fund structure

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

2.1.1 Pool 1; Hosted by RMBC for Intermediate Care, Equipment, OT Services and Capital pool; Value of £ 10.071m; Scheme templates BCF02 BCF13 (jointly commissioned integrated services) and Capital (Disabled Facilities Grants)

2.1.2 Pool 2; Hosted by THE CCG; Value of £ 13.245m; Scheme templates All excluding BCF02, BCF13 and capital schemes

OVERVIEW OF SERVICES INCLUDED IN THE TOTAL BCF POOLED BUDGETS

BCF Investment	Pool 1 RMBC Hosted	Pool 2 RCCG Hosted
BCF01 - Mental Health Service	-	1,128
BCF02 - Falls prevention	914	-
BCF03 - Joint call centre incorporating telecare and telehealth	-	-
BCF04 - Integrated rapid response team	-	1,226
BCF05- 7 day community social care and mental health provision to support discharge and reduce delays	-	4,802
BCF06 - Social Prescribing	-	605
BCF07 - Joint residential and nursing care commissioning and assurance team	-	-
BCF08 - Learn from experiences to improve pathways and enable a greater focus on prevention	-	27
BCF09 - Personal health and care budgets	-	1,643
BCF10 - Self-care and self management	-	50
BCF11 - Person-centred services	-	2,464
BCF12 - Care Bill preparation	-	275
BCF013 - Review existing jointly commissioned integrated services	7,938	-
BCF14 - Data sharing between health and social care	-	250
BCF15 - END OF LIFE CARE	-	775
Disabled Facilities Grant	1,219	-
TOTAL Better care fund pools	10,071	13,245

The host partner for Pool 1 is the Council, and the pooled fund manager is Mark Scarrott Senior Finance Manager

The host partner for Pool 2 is NHS Rotherham CCG and the pooled fund manager is Mrs Keely Firth, Chief Finance Officer

3 AIMS AND OUTCOMES

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

3.1.1 establishing a community based occupational therapy service for people living in their own homes

3.1.2 establishing an Integrated Local Equipment Service (HSC 2001/008:LAC (2001)13)

3.1.3 providing an intermediate care service for Rotherham(HSC 2001/1: LAC(2001)1)

3.1.4 Providing a service which effectively assesses and provides Disabled Facilities Grants (1996 Housing Grants , Construction and Regeneration Act)

3.1.5 Providing a falls service (National Service Framework for Older People in England 2001)

3.1.6 To provide a comprehensive adult and older people's mental health liaison service for all people who self-refer or who are referred urgently to The Rotherham NHS Foundation Trust and Accident and Emergency department

3.1.7 the development of a single point of access into community health services

3.1.8 Establishing a community rapid Response team

3.1.9 Developing a 7 day discharge support scheme

3.1.10 Developing better methods for improving the health and wellbeing of people with long term conditions through social prescribing

3.1.11 Improving the health and social care support to residents of Care homes

3.1.12 Improved support to individuals seeking to take on personal health or care budgets

3.1.13 Improve care planning

3.1.14 Provide additional Capacity in End of life care services

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

3.2.1 prevent admission to a care home

3.2.2 prevent admission to hospital

3.2.3 reduce length of stay in hospital

3.2.4 prevent falls and/or to reduce the impact of a fall

3.2.5 promote safe effective and timely discharge

3.2.6 reduce risk of re-admissions to hospital

3.2.7 Extend provision of 7 days services

3.2.8 increase levels of independence at home

3.2.9 receive rehabilitation services in residential, community or day settings

3.2.10 Improved user experience and health for residents of Care homes

3.2.11 Improve patient and customer satisfaction by providing more integrated services

4 THE ARRANGEMENTS

4.1 The REWS (equipment) services, OT services and Intermediate Care Service have been provided under Section 75 agreements which are due to expire on 31.3.15. This Section 75 agreement

replaces those agreements. Other services are generally currently either wholly or partially commissioned at present and the services will be developed through the commissioning process.

4.2 Delegated functions for the schemes have not been activated, but the services have a long history of effective joint commissioning and service provision. However, it is clear that with further discussion and potential development, there may be further benefits to patients and service users, and service efficiencies to be gained from reviewing, consolidating and developing and integrating services.

4.3 This agreement will include service reviews to explore where and how the services specified within these schedules could most appropriately be aligned with each other and with similar services provided by The Council, the CCG and other partners or organisations.

5 FUNCTIONS

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

6 PERSONS ELIGIBLE TO BENEFIT

6.1 Services commissioned by the CCG shall be commissioned for the benefit of individuals for whom in relation to that service the CCG is the responsible commissioner; for services commissioned by the Council, the services shall be commissioned for the benefit of individuals who are ordinarily resident in the Borough of Rotherham.

6.2 The CCG and the Council shall each liaise with any relevant neighbouring authority or CCG in respect of individuals who are the responsibility of either the CCG or the Council but not both.

6.3 The CCG and the Council shall apply such relevant eligibility criteria for access to services as a are appropriate for the service in the light of their statutory duties

Part 2 - FINANCIAL AND PERFORMANCE

Financial Principles

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

FINANCIAL CONTRIBUTIONS: FINANCIAL YEAR 2015/16: BCF PLAN POOLED ARRANGEMENTS

BCF Investment	RCCG Investment	RMBC Investment	Pool 1 RMBC Hosted	Pool 2 RCCG Hosted
BCF01 - Mental Health Service	1,128		-	1,128
BCF02 - Falls prevention	366	548	914	-
BCF03 - Joint call centre incorporating telecare and telehealth	-		-	-
BCF04 - Integrated rapid response team	1,226		-	1,226
BCF05- 7 day community social care and mental health provision to support discharge and reduce delays	4,802		-	4,802
BCF06 - Social Prescribing	605		-	605
BCF07 - Joint residential and nursing care commissioning and assurance team	-		-	-
BCF08 - Learn from experiences to improve pathways and enable a greater focus on prevention	27		-	27
BCF09 - Personal health and care budgets	1,643		-	1,643
BCF10 - Self-care and self management	50		-	50
BCF11 - Person-centred services	2,464		-	2,464
BCF12 - Care Bill preparation	275		-	275
BCF013 - Review existing jointly commissioned integrated services	6,046	1,892	7,938	-
BCF14 - Data sharing between health and social care	250		-	250
BCF15 - END OF LIFE CARE	775		-	775
Disabled Facilities Grant	-	1,219	1,219	-
TOTAL Better care fund pools	19,657	3,659	10,071	13,245

Within the above schedule of the full BCF plan, **Pool 1** provides funding for the following specific schemes:-

BCF Investment	Pool 1 RMBC Hosted
BCF01 - Mental Health Service	-
BCF02 - Falls prevention	914
BCF03 - Joint call centre incorporating telecare and telehealth	-
BCF04 - Integrated rapid response team	-
BCF05- 7 day community social care and mental health provision to support discharge and reduce delays	-
BCF06 - Social Prescribing	-
BCF07 - Joint residential and nursing care commissioning and assurance team	-
BCF08 - Learn from experiences to improve pathways and enable a greater focus on prevention	-
BCF09 - Personal health and care budgets	-
BCF10 - Self-care and self management	-
BCF11 - Person-centred services	-
BCF12 - Care Bill preparation	-
BCF013 - Review existing jointly commissioned integrated services	7,938
BCF14 - Data sharing between health and social care	-
BCF15 - END OF LIFE CARE	-
Disabled Facilities Grant	1,219
TOTAL Better care fund pools	10,071

Pool 2 provides funding for the remainder of schemes as set out below:-

BCF Investment	Pool 2 RCCG Hosted
BCF01 - Mental Health Service	
EM Day Care	100
Mental Health - To promote early discharge from hospital into specialist rehabilitative care to enable access to community based services.	150
Mental Health - Increased Drug and Alcohol Community based rehabilitation services	59
Develop community based dementia care service	100
MH placements - fast response - Social Worker capacity	100
MH Short term support time and recovery (risk pool)	114
Reablement (non RMBC)	70
Mental Health Liaison Service	375
TOTAL BCF01	1,128
BCF04 - Integrated rapid response team	
Fast Response Twilight Service	80
Expand fast response service	220
Fast response Nursing team	80
MH placements - fast response - Continuing care clients (risk pool)	616
Reablement (non RMBC)	270
TOTAL BCF04	1,226
BCF05 - 7 day community social care and mental health provision to support discharge and reduce delays	
Continuations of Stroke Association Service	50
Home Enabling Service	300
Establishment of Social Work GP pilot	130
Community based support - home care/re enablement	500
Social workers in A & E	180
2 SSO reviewing officers to fast track assessments during re enablement	90
Older People - Pressures on Domiciliary Care Budgets	580
Domiciliary/Enabling Care	376
7 Day Working - social care	240
Reablement (non RMBC)	326
Breathing Space	2,064
Age UK Hospital Discharge	150
TOTAL BCF05	4,802
BCF06 - Social Prescribing	
Social Workers in GP Practices	100
Social Prescribing Pilot	505
TOTAL BCF06	605
BCF08 - Learn from experiences to improve pathways and enable a greater focus on prevention	
Social work support for care pathway	27
TOTAL BCF08	27
BCF09 - Personal health and care budgets	
PDSI -Community support including Direct Payments/ Personal Budgets -to support enablement for individuals	220
To provide additional home care/supported living through Direct payments/Self Directed Support.	734
Learning Disabilities - increase in demand for Direct Payments	314
Direct Payments	375
TOTAL BCF09	1,643
BCF10 - Self-care and self management	
Expert Patient Programme	50
TOTAL BCF10	50
BCF11 - Person-centred services	
GP Case Management and Over 75s named GP and Care Home	2,200
Care Home Support Service	264
	2,464
BCF12 - Care Bill preparation	
Care Bill Prep	200
Care Bill - New In BCF (Risk Pool)	75
BCF12 - Care Bill preparation	275
BCF14 - Data sharing between health and social care	
IT to support community transformation	250
TOTAL BCF14	250
BCF15 - END OF LIFE CARE	
Death in Place of Choice	775
TOTAL BCF15	775
TOTAL RCCG hosted BCF pool	13,245

2 NON FINANCIAL RESOURCES

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

3 LEAD OFFICERS

Partner	Name of Lead Officer	Address	Telephone Number	Email Address
Council	Mr Graeme Betts Interim Director of Adult Social Services	THE COUNCIL, Riverside House, Main Street Rotherham S601AE	01709 382121	graeme.betts@rotherham.gov.uk
CCG	Mr Chris Edwards Accountable Officer	NHS Rotherham CCG, Oak House, Moorhead Way, Bramley Rotherham S66 1YY	01709 302009	Chris.edwards@rotherhamccg.nhs.uk

4 The CCGs base contribution for 2015/16 will be £19.646m, including the payment for performance element of £0.4m and the Council's base contribution (Net Budget) will be £3.670m).

5 In the event that the partners agree to extend this agreement, there will be no automatic annual uplift to the amounts stated in this agreement for any subsequent year. Any uplift to these figures will be determined by both partners as part of the annual budget setting process

6 It is expected that the Pool Managers will manage the Agreement within the approved budget for each financial year. Any proposed expenditure over and above the approved budget must be agreed in writing by the Director of Finance of the CCG and the Director of Finance of the Council prior to any expenditure being incurred. Any overspend at the year-end will, in agreement with the Director of Finance of the CCG and the Director of Finance of the Council, be borne in equal shares and may, subject to any National conditions applying in any subsequent year, be deducted from the following year's contribution of both the CCG and the Council to the Pooled Fund.

7 Any underspending in one year will be refunded to each partner based on percentage contribution to the pooled budget, Subject always to the powers of the parties to make grants to each other outside the terms of this agreement.

8 Any overspend in the pooled funds including that arising from failure to achieve the payment for Performance target shall be dealt with through the risk share agreement as set out in schedule 3

9 The NHS maintains national, regional and local levies (covering, for example, staff training, research and development and clinical audit) that are resourced from the Rotherham Clinical Commissioning Group allocations prior to setting a Resource Limit. Accordingly, the Council will not be required to contribute to such levies. The Rotherham Clinical Commissioning Group will assist the Council to access these resources in the same manner as an NHS commissioner.

Payment Terms

10 The timing of payment shall be agreed annually in writing between the Director of Finance of the Rotherham Clinical Commissioning Group and the Director of Finance of the Council in accordance with guidance as to the payment of contributions issued by the SOSH.

11 In the absence of any agreement:-

11.1 The Council will invoice the Rotherham Clinical Commissioning Group l on account one quarter of the estimated annual costs of the schemes on the first day of April, July, October and January each year.

11.2 The Council will invoice the Rotherham Clinical Commissioning Group within 30 days of the month end for employee costs incurred in respect of all attached employees and any other goods and services.

11.3 Each party shall provide such accounting information as may be required for the preparation of accounts and audit as may be required both during and at the end of each financial year recognising the need to ensure that both the Council and the CCG meet their specific financial reporting deadlines.

11.4 The Council and the CCG will pay invoices within 30 days of receipt.

Information

12 The CCG and the Council will provide all data required to assist with performance management of the service in a form approved by the BCF Operational Group and the BCF executive and in accordance with the BCF Guidance

13 The governance arrangements applicable to each individual scheme are set out in Schedule 2, Governance.

SCHEDULE 2 – GOVERNANCE

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

Using the governance framework set out below all partners will monitor the BCF plan effectively ensuring plans are delivered through each of the 16 workstreams.

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

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

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

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

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

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

The purpose of the BCF Executive Group is to:

- Monitor delivery of the Better Care Plan through quarterly meetings
- Ensure performance targets are being met
- Ensure schemes are being delivered and additional action is put in place where the plan results in any unintended consequences.
- Make strategic decisions relating to the delivery of the plan
- Report directly to the HWB on a quarterly basis.

1 BCF Executive Group

The membership of the BCF Executive will be as follows:

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

2 Role of BCF Executive Group

The BCF Executive Group shall:

- provide strategic direction on the individual schemes
- receive the financial and activity information for the Better Care Fund
- review the operation of this Agreement and performance manage the individual schemes;
- agree such variations to this Agreement from time to time as it thinks fit;
- review and agree annually a risk assessment and a performance payment protocol;
- review and agree annually revised schedules as necessary;
- request such protocols and guidance as it may consider necessary in order to enable the pooled fund manager to approve expenditure from a pooled fund;
- receive reports from the system resilience group, providing information on the management of non-elective admissions.

The BCF Executive Group is supported by the BCF Operational Group, which has been meeting since April 2014. The BCF Operational Group is made up of the identified lead officers for each of the BCF actions within the plan, plus other supporting officers from the council and CCG. The BCF Operational Group meets monthly and reports directly to the BCF Executive Group.

The BCF Operational Group role is to:

- Ensure implementation of the BCF action plan
- Implement and monitor the performance management framework
- Deal with operational issues, escalating to the BCF Executive where needed

The BCF Operational Group shall

- receive monthly reports on each scheme on its activity and finance information,
- discuss and agree with each scheme operational changes or enhancements to improve patients experiences, and ensure financial and activity targets are met,
- discuss and develop operational options in the event of under or overspending or underachievement of performance related element of the agreement

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

- monitor and manage performance of a service (or group of services) which may be operating wholly or partly as a BCF scheme; or may be a service (or groups of services) that is not a BCF scheme, but has a significant impact on BCF metrics.
- monitor and manage performance in meeting the BCF targets for preventing emergency non-elective admissions to hospital
- makes operational decisions which ensures BCF metrics are delivered to time and to target, making recommendations to the BCF Executive Group and BCF Operational Group as appropriate

- coordinate BCF and non-BCF services, to ensure integration within and between inpatient, community and third sector health and social care

- take responsibility for setting and meeting ambitious targets for increasing levels of customer satisfaction with their health and social care services.

BCF Executive Support

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

3 Meetings

3.1 The BCF Executive Group will meet quarterly at a time to be agreed within 30 days following receipt of each quarterly report from each Pooled Fund Manager.

The quorum for meetings of the BCF Executive Group shall be a minimum of one representative from each of the Partner organisations with a minimum of two members of the group present.

3.2 The BCF Operational Group meets monthly. Quorum for these meetings will be a minimum of four representatives from each of the schemes with at least two representatives from each organisation present

3.3 Decisions of the BCF Executive Group and BCF Operational Group shall be made unanimously. Where unanimity is not reached then the item in question will in the first instance be referred to the next meeting of the group. 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.

3.4 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.

3.5 Minutes of all decisions shall be kept and copied to the Authorised Officers within [seven (7)] days of every meeting.

4 Delegated Authority

The BCF Executive Group is authorised within the limited of delegated authority for its members (which is received through their respective organisation's own financial scheme of delegation) to:

- authorise commitments which exceed or are reasonably likely to lead to exceeding the contributions of the Partners to the aggregate contributions of the Partners to any Pooled Fund; and

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

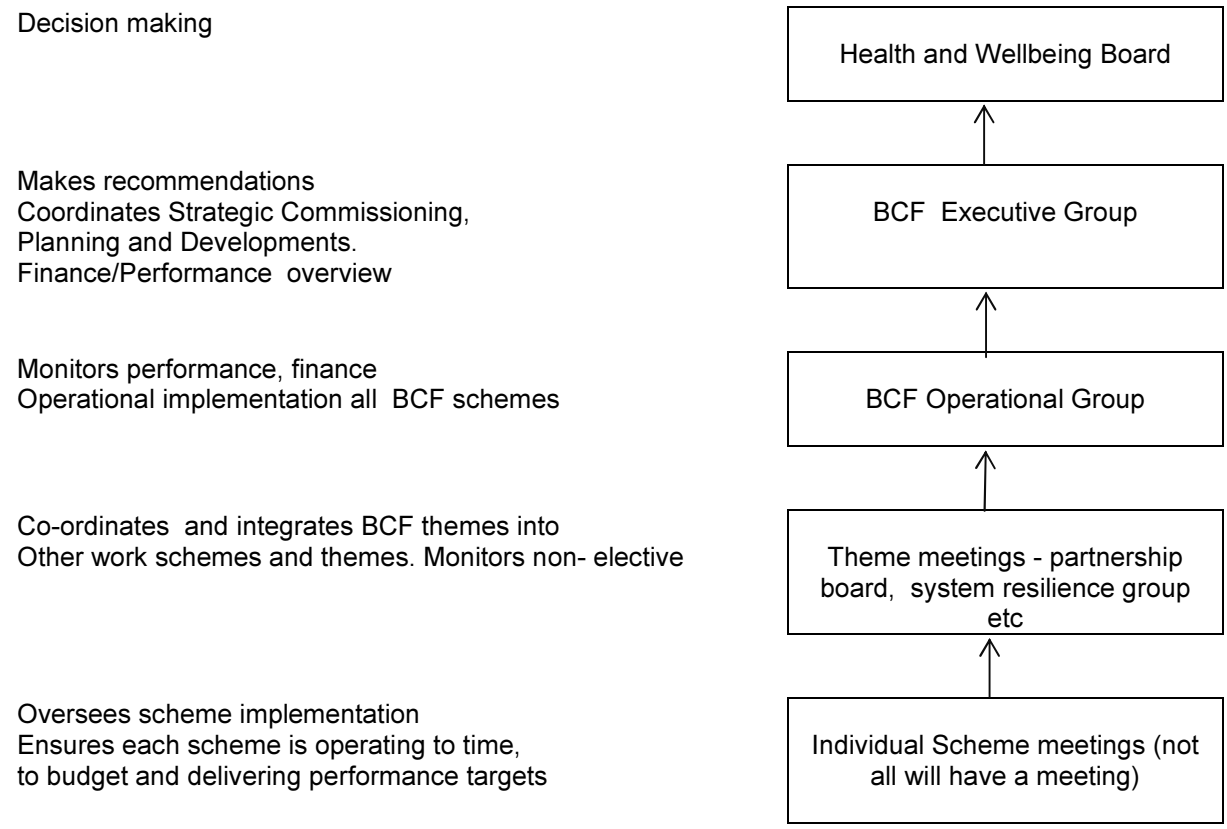
5 Information and Reports

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

6 Post-termination

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

BCF Governance - Reporting Structure



ROTHERHAM METROPOLITAN BOROUGH COUNCIL ADULT SOCIAL SERVICES
ROTHERHAM CLINICAL COMMISSIONING GROUP BETTER CARE FUND (BCF)

BCF EXECUTIVE GROUP

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

Functions of the Operational Group
• Take responsibility for the fund's feasibility, business plan and achievement of outcomes; • Defining and realising benefits and budgetary strategy • Monitor delivery of the better Care plan through quarterly meetings • Ensure performance targets are being met • Ensure schemes are being delivered and additional action put in place where the plan results in unintended consequences • Undertake an annual review ("**Annual Review**") of the operation of this Agreement • Undertake or arrange to be undertaken a review of each Pooled Fund, Non Pooled Fund and Aligned Fund and the provision of the Services within 3 Months of the end of each Financial Year.

- Arrange or oversee the production of a joint annual report- to be presented to the Executive Group within 20 Working Days of the presentation of the annual review ensure the fund's scope aligns with the requirements of the stakeholder groups;
- Address any issue that has major implications for the fund;
- Keep the fund scope under control as emergent issues force changes to be considered;
- Reconcile differences in opinion and approach, and resolve disputes arising from them;
- Report quarterly to HWB, and
- Take responsibility for any corporate issues associated with the fund.

In the event that the Partners fail to meet the requirements of the Better Care Fund Plan and NHS England the Partners shall provide full co-operation with NHS England to agree a recovery plan.

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

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

Chair
The meeting will be co-chaired by the respective Accountable Officers.

Membership of the Executive Group
CCG Chief Officer CCG Chief Financial Officer CCG Head of Urgent Care and Long Term Conditions RMBC Chief Executive RMBC Financial Director Director of Neighbourhood and Adult Social Services (DASS) Both parties will call in relevant officers for specific topics where required and a standing invitation will be made to Public Health Director to attend.

Quoracy
One representative from each of the organisations, with a minimum of two members present

Frequency of Meetings
Quarterly

Co-ordination of Meetings
Joint Commissioning Officer RMBC/RCCG will coordinate.

Governance
The group will report to the HWB.

Key Deliverables
• Ensure that the financial reporting framework is adhered to. • To be responsible for maintaining the risk register and ensuring risk mitigation plans are in place. • Recommend actions and deliver reports to the HWB, LGA and NHSE.

ROTHERHAM METROPOLITAN BOROUGH COUNCIL ADULT SOCIAL SERVICES
ROTHERHAM CLINICAL COMMISSIONING GROUP

BETTER CARE FUND (BCF) OPERATIONAL GROUP

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

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

Membership of Group
RCCG Chief Financial Officer RCCG Head of Urgent Care and Long Term Conditions RCCG Assistant Chief Officer Public Health Officer Senior Finance Manager RMBC Director of Adult Social Services Head of Service Adult Social Care RMBC Both parties will call in relevant officers for specific topics where required

Quoracy
Two representatives from each of the organisations

Frequency of Meetings
Monthly.

Co-ordination of Meetings
Policy Officer RMBC will coordinate.

Governance
Each organisation maintains accountability for service specific operational delivery. The group will report to the BCF Executive Group. This does not replace existing performance management and accountability mechanisms, but will provide a specific focus and bring coordination to the BCF targets and actions.

Key Deliverables
• Maintain financial reporting framework. • Maintain a risk register appropriate to the level of group operation. • Coordinate the completion of reports for the Health and Wellbeing Board and the Department of Health

SCHEDULE 3 RISK SHARING

The areas of risk Identified with in the Partnership framework agreement are as follows:

- Under or overspending of budgets within Better Care Fund budget lines
- Risk of not achieving the Performance element of the Better Care Fund
- Risk of exceeding affordable levels of care outside the Better Care Fund

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

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

As part of the initial development of the BCF pooled budget a number of risks were identified where the individual schemes would potentially result in additional demand for services and/or additional costs, or the required efficiencies and reductions do not materialise to the extent planned. The pooled budget in total includes an amount of £1,416k as a risk pool, against a number of specific schemes. These schemes and therefore the risk pool falls within each of the two pools as follows:

	Risk Pool £000
RCCG hosted pool	805
RMBC hosted pool	611
Total	**1,416**

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

2 Risk sharing proposal

General principles

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

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

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

3 Overspend / Underspend treatment

If an overspend is identified the following approach will be taken:
- Seek to cover the overspend from areas of underspend identified within either pool;
- Utilise the risk pool funding;
- Reduce uncommitted scheme allocations;
- Cover from resources outside the pool.

If an underspend is identified the following approach will be taken:
- Underspends remain within the pooled arrangement to support overspends elsewhere in the pool;
- Further joint schemes within budget lines to be proposed in year which can utilise the resources in year.

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

4 Risk of not achieving the Performance element of the Better Care Fund

The risk of not achieving the Performance element of the Better Care Fund may restrict the ability of the CCG to reinvest within the BCF if not achieved. NHS England guidance suggests that failure to achieve the targeted reduction in non-elective admissions would require a business case justifying its continued investment into Rotherham priorities.

Should this risk materialise the pooled budget would reduce in total. The suggested approach for managing this is as follows:

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

As with the proposed treatment of over or underspends outlined above, the BCF Executive Group is the forum where decisions would be made regarding risk.

5 Risk of exceeding affordable levels of care outside the BCF

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

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

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

SCHEDULE 4: JOINT WORKING OBLIGATIONS AND BCF INVESTMENT 2015/16

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 or Contract Default Notice; ;

1.4 Exception Reports

and provide copies of the same.

1.5 Serious Incident Reports

and provide copies of the same

1.6 Adult Safeguarding Concerns

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

2.1 CQUIN Performance Reports;

2.2 Monthly Activity Reports;

2.3 Review Records; and

2.4 Remedial Action Plans;

2.5 JI 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 Service Contract permits, raise issues reasonably requested by a Partner at those meetings.

4 The Lead Commissioner shall not:

4.1 permanently or temporarily withhold or retain monies pursuant to the Withholding and Retaining of Payment Provisions;

4.2 vary any Provider Plans (excluding Remedial Action Plans); – RCCG; or Service Improvement Plans - RMBC);

4.3 agree (or vary) the terms of a Joint Investigation or a Joint Action Plan;

4.4 give any approvals under the Service Contract;

4.5 agree to or propose any variation to the Service Contract (including any Schedule or Appendices);

4.6 suspend all or part of the Services;

4.7 serve any notice to terminate the Service Contract (in whole or in part);

4.8 serve any notice;

4.9 agree (or vary) the terms of a Succession Plan;

4.10 without the prior approval of the other Partners (acting through the BCF Executive Group 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 Service Contract (including audit reports).

Part 2– OBLIGATIONS OF THE OTHER PARTNER

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

1 Each Partner shall (at its own cost) provide such cooperation, assistance and support to the Lead Commissioner (including the provision of data and other information) as is reasonably necessary to enable the Lead Commissioner to:

1.1 resolve disputes pursuant to a Service Contract;

1.2 comply with its obligations pursuant to a Service Contract and this Agreement;

1.3 ensure continuity and a smooth transfer of any Services that have been suspended, expired or terminated pursuant to the terms of the relevant Service Contract;

2 No Partner shall unreasonably withhold or delay consent requested by the Lead Commissioner.

3 Each Partner (other than the Lead Commissioner) shall:

3.1 comply with the requirements imposed on the Lead Commissioner pursuant to the relevant Service Contract in relation to any information disclosed to the other Partners;

3.2 notify the Lead Commissioner of any matters that might prevent the Lead Commissioner from giving any of the warranties set out in a Services Contract or which might cause the Lead Commissioner to be in breach of warranty.

Table 1a – RMBC Pool 1 – Commissioning and Monitoring arrangements

BCF Schemes	BCF FUNDING STREAMS			Name of Provider(s)	COMMISSIONING ARRANGEMENTS		MONITORING ARRANGEMENTS			BCF Scheme Lead Name
	TOTAL RMBC BUDGET	TOTAL RCCG BUDGET	TOTAL BCF FUNDING		Joint. Comm.	Lead Comm.	Joint Comm. Framework	KPI	Contracting	
BCF02 – FALLS PREVENTION										
Voluntary sector Otago Exercise Programme		**20**	**20**	RMBC	✓	×	✓	×	×	Dominic Blaydon
Home Improvement Agency (HIA)		**60**	**60**	RMBC	✓	×	×	×	✓	Janine Parkin
PSS Adult Services Capital Grant	**559**		**559**	RMBC	×	✓	×	✓	×	Sarah Farragher
Falls Service		**275**	**275**	TRFT	×	✓	×	×	✓	Dominic Blaydon
BCF13 – REVIEW EXISTING JOINTLY COMMISSIONED INTEGRATED SERVICES										
Increase residential capacity by 8 beds (Lord Hardy Court)		**228**	**228**	RMBC	✓	×	✓	×	×	Dominic Blaydon
Social work support for Fast Response beds		**54**	**54**	RMBC	✓	×	✓	×	×	Dominic Blaydon
Enhanced GP Support for Intermediate Care		**30**	**30**	GP Practice	✓	×	✓	×	×	Dominic Blaydon
Carers Emergency Service		**50**	**50**	Mears Care Ltd.	×	✓	×	×	✓	Janine Parkin
Weekend Day Sitting		**50**	**50**	Ind. Sector Dom. Care Providers	×	✓	×	×	✓	Janine Parkin
Specialist Sitting Alzheimer's (Dementia Cafes)		**50**	**50**	Alzheimers Society	×	✓	×	×	✓	Janine Parkin
Crossroads Carers Support		**50**	**50**	Crossroads	×	✓	×	×	✓	Janine Parkin

BCF Schemes	BCF FUNDING STREAMS			Name of Provider(s)	COMMISSIONING ARRANGEMENTS		MONITORING ARRANGEMENTS			BCF Scheme Lead Name
	TOTAL RMBC BUDGET	TOTAL RCCG BUDGET	TOTAL BCF FUNDING		Joint. Comm.	Lead Comm.	Joint Comm. Framework	KPI	Contracting	
Charnwood Day Care		**150**	**150**	RMBC	✓	×	×	✓	×	Janine Moorcroft
Copeland Lodge Day Care		**150**	**150**	RMBC	✓	×	×	✓	×	Janine Moorcroft
Interim Care Beds		**100**	**100**	Ind. Sector	✓	×	✓	×	×	Dominic Blaydon
Therapy Staff x 2		**100**	**100**	TRFT	✓	×	✓	×	×	Dominic Blaydon
Provision of residential short term or respite care for older people to avoid hospital admission or speed up discharge		**115**	**115**	RMBC	✓	×	✓	×	×	Dominic Bladyon
Learning Disabilities independent sector residential care		**582**	**582**	Ind. Sector Providers	×	✓	×	✓	×	John Williams
Development of specialist supported living scheme for people with a learning disability		**46**	**46**	Ind. Sector Providers	×	✓	×	✓	x	John Williams
Investment into specialist community based support for people with a learning disability		**37**	**37**	Ind. Sector Providers	×	✓	×	✓	×	John Williams
Further Investment into Intermediate Care		**560**	**560**	TRFT RMBC	✓	×	✓	×	×	Dominic Blaydon
Transitional placements		**400**	**400**	Ind. Sector Providers	×	✓	×	×	✓	John Williams
REWS	**92**	**502**	**599**	TRFT	✓	×	✓	×	×	Dominic Blaydon
Intermediate Care	**1,238**	**1,663**	**2,901**	TRFT	✓	×	✓	×	×	Dominic

BCF Schemes	BCF FUNDING STREAMS			Name of Provider(s)	COMMISSIONING ARRANGEMENTS		MONITORING ARRANGEMENTS			BCF Scheme Lead Name
	TOTAL RMBC BUDGET	TOTAL RCCG BUDGET	TOTAL BCF FUNDING		Joint. Comm.	Lead Comm.	Joint Comm. Framework	KPI	Contracting	
				RMBC RDASH						Blaydon
Community OT (includes £100k risk pool)	**372**	**481**	**853**	TRFT	✓	×	✓	×	×	Janine Parkin
PSS Adult Services Capital Grant (REWS)	**190**		**190**	TRFT	✓	×	✓	×	×	Dominic Blaydon
Section 256 – Respite care etc. (risk pool)		**511**	**511**	Joint risk pool	v	×	×	✓	×	Keely Firth/ Mark Scarrott
Re-ablement (non RMBC)		**35**	**35**	TRFT RMBC	✓	×	✓	×	×	Dominic Blaydon
Joint Commissioning Team		**49**	**49**	RMBC	✓	×	✓	×	×	Janine Parkin
Social Work Hospital Team		**12**	**12**	RMBC	×	✓	×	✓	×	Michaela Cox
Social Work in A&E		**36**	**36**	RMBC	×	✓	×	✓	×	Michaela Cox
BCF16 – DISABLED FACILITIES GRANT										
Disabled Facilities Grant	1,219		**1,219**	RMBC Adapt. Team	×	✓	×	✓	×	Sandra Tolley
TOTAL	**3,670**	**6,401**	**10,071**							

Table 1b – RCCG Pool 2 – Commissioning and Monitoring arrangements

BCF Schemes	BCF FUNDING STREAMS				COMMISSIONING ARRANGEMENTS		MONITORING ARRANGEMENTS			BCF Scheme Lead Name
	TOTAL RMBC BUDGET	TOTAL RCCG BUDGET	TOTAL BCF FUNDING	Name of Provider(s)	Joint. Comm.	Lead Comm.	Joint Comm. Framework	KPI	Contracting	
BCF01 – MENTAL HEALTH SERVICE										
EMI Day Care		**100**	**100**	RDaSH	×	✓	×	×	✓	Janine Moorcroft
Mental Health – To promote early discharge from hospital into specialist rehabilitative care to enable access to community based services		**150**	**150**	Ind. Sector Providers	×	✓	×	×	✓	Jenny Greaves
Mental Health – Increased drug and alcohol community based rehabilitation services		**59**	**59**	Voluntary Orgs Ind. Sector Orgs	✓	×	×	✓	✓	Anne Charlesworth
Develop community based dementia care services		**100**	**100**	Voluntary Orgs.	×	✓	×	×	✓	Michaela Cox
MH placements – fast response – Social Worker capacity		**160**	**160**	RMBC	✓	×	✓	×	×	Dominic Blaydon
MH short-term support time and recovery (risk pool)		**114**	**114**	RMBC	×	✓	×	✓	×	Shona McFarlane
Re-ablement (non-RMBC)		**70**	**70**	RDaSH	✓	×	✓	×	×	Dominic Blaydon
Mental Health Liaison Service		**375**	**375**	RDASH	×	✓	✓	×	×	Robin Carlisle
BCF03 – JOINT CALL CENTRE INCORPORATING TELECARE AND TELEHEALTH										
Joint Call Centre incorporating telecare and telehealth		**Requires scoping**	**Requires scoping**	RMBC TRFT	×	✓	×	✓	×	Dominic Blaydon
BCF04 - INTEGRATED RAPID RESPONSE TEAM										
Fast Response Twilight Service		**60**	**60**	TRFT	✓	×	×	×	✓	Dominic Blaydon

BCF Schemes	BCF FUNDING STREAMS				COMMISSIONING ARRANGEMENTS		MONITORING ARRANGEMENTS			BCF Scheme Lead Name
	TOTAL RMBC BUDGET	TOTAL RCCG BUDGET	TOTAL BCF FUNDING	Name of Provider(s)	Joint. Comm.	Lead Comm.	Joint Comm. Framework	KPI	Contracting	
Expand Fast Response Service		**220**	**220**	TRFT	✓	×	×	×	✓	Dominic Blaydon
Fast Response Nursing Team		**60**	**60**	TRFT	✓	×	×	×	✓	Dominic Blaydon
MH placements – fast response – continuing care clients (risk pool)		**616**	**616**	Ind. Sector Providers	×	✓	×	✓	×	Dominic Blaydon
Re-ablement (non- RMBC)		**270**	**270**	TRFT	×	✓	✓	×	×	Dominic Blaydon
BCF05 – 7 DAY COMMUNITY SOCIAL CARE AND MENTAL HEALTH PROVISION TO SUPPORT DISCHARGE AND REDUCE DELAYS										
Continuations of Stroke Association Service		**50**	**50**	Stroke Assoc.	✓	×	✓	×	×	Dominic Blaydon
Home Enabling Service		**300**	**300**	RMBC	×	✓	×	✓	×	Sarah Farragher
Establishment of Social Work GP pilot		**130**	**130**	RMBC	✓	×	✓	×	×	Dominic Blaydon
Community based support - home care/re-ablement		**500**	**500**	RMBC	✓	×	×	✓	×	Sarah Farragher
Social Workers in A&E		**180**	**180**	RMBC	✓	×	×	✓	×	Michaela Cox
2 SSO reviewing officers to fast track assessments		**98**	**98**	RMBC	✓	×	×	✓	×	Sarah Farragher
Older People – pressure on domiciliary care budgets		**380**	**380**	RMBC	✓	×	✓	×	×	Janine Parkin
Domiciliary/Enabling Care		**376**	**376**	RMBC	✓	×	×	✓	×	Sarah Farragher
7 Day Working – social care		**240**	**240**	RMBC	×	✓	×	✓	×	Sarah Farragher
Re-ablement (non- RMBC)		**326**	**326**	RMBC	×	✓	✓	×	×	Dominic Blaydon
Breathing Space		**2,064**	**2,064**	TRFT	×	✓	×	×	✓	Dominic Blaydon
Age UK Hospital Discharge		**158**	**158**	Age UK	×	✓	×	×	✓	Dominic

BCF Schemes	BCF FUNDING STREAMS			Name of Provider(s)	COMMISSIONING ARRANGEMENTS		MONITORING ARRANGEMENTS			BCF Scheme Lead Name
	TOTAL RMBC BUDGET	TOTAL RCCG BUDGET	TOTAL BCF FUNDING		Joint. Comm.	Lead Comm.	Joint Comm. Framework	KPI	Contracting	
										Blaydon
BCF06 – SOCIAL PRESCRIBING										
Social Workers in GP Practices		**100**	**100**	RMBC	×	✓	×	✓	×	Sarah Farragher
Social Prescribing Service		**505**	**505**	VAR	×	✓	×	×	✓	Sarah Whittle
BCF07 – JOINT RESIDENTIAL AND NURSING CARE COMMISSIONING AND QUALITY ASSURANCE TEAM										
Joint Residential and Nursing Care Commissioning and Quality Assurance Team		**This will require scoping**	**This will require scoping**	RMBC TRFT	×	✓	✓	×	×	Janine Parkin
BCF08 – LEARN FROM EXPERIENCES TO IMPROVE PATHWAYS AND ENABLE A GREATER FOCUS ON PREVENTION										
Social work support for care pathway		**27**	**27**	RMBC	×	✓	✓	×	×	Dominic Blaydon
BCF09 – PERSONAL HEALTH AND CARE BUDGETS										
PDSI – Community support including Direct Payments/ Personal Health Budgets to support enablement for individuals		**220**	**220**	Yorkshire and Humber CSU	×	✓	×	✓	×	Alun Windle (PHBs) Sarah Farragher (DPs)
To provide additional home care/supported living through direct payments/self-directed support		**734**	**734**	Ind. Sector Providers	×	✓	×	✓	×	Sarah Farragher
Learning Disabilities – increase in demand for direct payments		**314**	**314**	Ind. Sector Providers	×	✓	×	✓	×	Sarah Farragher
Direct Payments		**375**	**375**	Ind. Sector Providers	×	✓	×	✓	×	Sarah Farragher
BCF10 – SELF-CARE AND SELF-MANAGEMENT										

BCF Schemes	BCF FUNDING STREAMS			Name of Provider(s)	COMMISSIONING ARRANGEMENTS		MONITORING ARRANGEMENTS			BCF Scheme Lead Name
	TOTAL RMBC BUDGET	TOTAL RCCG BUDGET	TOTAL BCF FUNDING		Joint. Comm.	Lead Comm.	Joint Comm. Framework	KPI	Contracting	
Expert Patient Programme		**50**	**50**	EPP Ind. Sector Providers	✓	×	×		✓	Dominic Blaydon
BCF11 – PERSON CENTRED SERVICES										
GP Case Management and Over 75s named GP and Care Home		**2,200**	**2,200**	GP Practices	×	✓	×	×	✓	Dominic Blaydon
Care Home Support Service		**264**	**264**	TRFT	×	✓	✓	×	×	Dominic Blaydon
BCF12 – CARE BILL PREPARATION										
Care Bill preparation		**200**	**200**	RMBC	×	✓	Core Function			Shona McFarlane
Care Bill – New in BCF		**75**	**75**	RMBC	×	✓	Core Function			Shona McFarlane
BCF14 – DATA SHARING BETWEEN HEALTH AND SOCIAL CARE										
IT to support community transformation		**250**	**250**	TRFT	×	✓	×	×	✓	Andrew Clayton
BCF15 – END OF LIFE CARE										
Death in Place of Choice		**775**	**775**	RDASH	×	✓	×	×	✓	Robin Carlisle
TOTAL		**13,245**	**13,245**							

SCHEDULE 5 - PERFORMANCE METRICS

Schedule 5: INTEGRATED PROVIDER PERFORMANCE MANAGEMENT FRAMEWORK

1. Purpose

1.1. This Schedule aims to ensure that Partners adopt an integrated performance management framework in order to plan, deliver, review and act on relevant information to commission improved outcomes for the people of Rotherham. It is the expectation that the Lead for each BCF Scheme will be responsible for ensuring this framework will be completed for each scheme.

1.2 The BCF Executive, supported by the BCF Operations Group will be responsible for ensuring the performance management framework for the BCF programme is in place, updates produced, and reports compiled for NHS England and the Health and Well Being Board.

2. Definition

2.1. For the purposes of this Schedule, "performance management" shall mean the overall process that integrates planning, action, monitoring and review and shall incorporate the following:

i. Identifying the aim, (e.g. purpose, mission, corporate aims, strategic goals etc.) and the action required to meet the aim (e.g. business plan, project plan, etc.);
ii. Identifying priorities and ensuring there are sufficient resources to meet them;
iii. Monitoring performance of any commissioned provider or voluntary organisation;
iv. Reviewing progress, detecting problems and taking action to ensure the aim is achieved;
v. Determining which services should be delivered; Benchmarking performance against an agreed and transparent set of measures.

3. Outline Framework

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

4. Commissioning Business Planning Process

4.1. This process consists of integrated commissioning plans, which should set out:

i. strategic objectives and key performance measures for 15/6
ii. the commissioning intentions for the strategic objectives and
iii. the timescales for achievement.

4.2 Contracts with service providers that state how performance shall be monitored, reported and reviewed will also be required.

5. Reporting and Review Process

5.1. This will involve monitoring overall progress against:

i. delivery of the strategic objectives in the integrated commissioning plans,
ii. delivery of the contracts as detailed in Schedule 4
iii. identifying the reasons for any under-performance of service providers.

6. Performance Improvement Process

6.1 To ensure action is taken where the continuation of current performance would lead to an outcome/target not being met.

6.2 The application of a range of tools and techniques to improve overall performance.

7. Commissioning Plan

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

8. Contracts with Service Providers

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

8.2. Contracts with third party providers should:

Contracts with third party providers should:

i. Take account of the requirements of the relevant current plans of the respective partners and the actions agreed in response to external review;
ii. Include a requirement that the service provider develop a detailed service plan, which covers how the provider intends to achieve the said outcomes and the risk associated with not achieving them.
iii. Require the provider to regularly measure progress against achieving the outcomes and to report this to the Host Partner at a frequency to be agreed

iv. Require the provider to provide an improvement plan in the case of significant under or over performance.
v. Include a process whereby outcomes may be added/removed as a result of changing needs.

9. Reporting and Review Process

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

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

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

10. Performance Reporting and Review of the Section 75 Agreement

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

10.2 The pooled fund manager will be responsible for producing an annual report to the BCF Executive Group and Health and Wellbeing Board on or before 31st March 2016 using a template that both parties will agree , to be based on the suggested format from NHS England which will be produced later in 2015/6

10.3 The BCF Executive Group will be responsible for ensuring the timeline to ensure the data is collected, reported, authorised by the health and wellbeing Board, and submitted to the NHS England on their specified reporting dates, these being one day after the dates specified in section 10.1.

Rotherham CCG / RMBC BCF Metrics:

Metric		Baseline	Planned 2014/15	Planned 2015/16
Permanent admissions of older people (aged 65 and over) to residential and nursing care homes, per 100,000 population	Rate	694.6 1st cut 677.9 Final revision Dec 14	649.0	633.7
	Numerator	325 Rounded actual 324	317	316
	Denominator	46645 1st cut 47790 Final revision	48842	49864

Metric		Baseline	Planned 2014/15	Planned 2015/16
		Dec 14		
Proportion of older people (65 and over) who were still at home 91 days after discharge from hospital into reablement / rehabilitation services	Rate	87.7	88.5	90.0
	Numerator	115 Rounded actual 114	115	117
	Denominator	130	130	130
Inpatient Experience: The proportion of people reporting a poor patient experience of inpatient care. (Average number of negative responses per 100 patients	Rate	124.2	123.08	121.96
Emergency readmissions < 30 days of hospital discharge (all ages) PHOF4.11NHSOF3b - NB. local variation to national measure, using patients registered with a Rotherham GP, not LA population	Rate (Q3 & Q4 2013 14 & Q1 & Q2 2014 15	13.27%	13.01%	12.74% (4% reduction)
	Numerator	3623	3481	3339
	Denominator	27302	26756	26210
Delayed transfers of care (delayed days) from hospital per 100,000 population (aged 18+).	Rate	1863	1858	1790 (4% reduction)
Total non-elective admissions in to hospital (general & acute), all-age, per 100,000 population	Rate (Jan 15 – Mar 15)		7638	7579

SCHEDULE 6 – BCF PLAN

LINK

SCHEDULE 7 – POLICIES FOR THE MANAGEMENT OF CONFLICTS OF INTEREST

ROTHERHAM MBC:

http://www.rotherhamccg.nhs.uk/Downloads/our%20plan/Code%20of%20Conduct%20RMBC.pdf

NHS ROTHERHAM CCG:

http://www.rotherhamccg.nhs.uk/Downloads/Strategies%20and%20Policies/Corporate%20Policies/Standards%20of%20Business%20Conduct%20Oct%202014.pdf

SCHEDULE 8 – INFORMATION SHARING PROTOCOL

http://www.rotherhamccg.nhs.uk/Downloads/our%20plan/Information%20Sharing%20Protocol.pdf

SCHEDULE 9- SPECIFICATION FOR GOVERNANCE AND FINAL ACCOUNTS REQUIREMENT

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

Introduction and key principles for the operation of the pooled arrangements

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

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

Specific requirements

On-going arrangements

1. Each partner will reference the pool to the organisational scheme of delegation and how this will operate in practice.
2. The coding arrangements in place within the ledger of the host organisation will need to ensure that the accounting requirements of the other partner are met.
3. The host can ensure that accurate and timely reporting of financial and non-financial information meets its own requirements but will need to ensure that information is available to meet the requirements of the other party also.

4. Budget monitoring updates will be provided quarterly to the Health and Wellbeing Board or its nominated sub group. Quarterly reports to be submitted to the CCG governing body and the Local Authority executive outlining the following:

    - The level of contribution to the pooled budget
    - Spend to date
    - Performance to date
    - How the pooled budget is performing overall

5. CCG will require monthly financial and non-financial reporting within the timescales of the CCG Reporting Timetable, in order to inform its internal management accounting, external reporting to NHS England and the identification of risk throughout the financial year. Reporting should also reflect CCG requirements and the reporting environment of the CCG.

6. The CCG will need to be able to work within the reporting and management environment of the Local Authority for elements of the pool and therefore multiple processes may need to be implemented.

7. The host partner will ensure that where elements of the pooled budget are ring-fenced for a particular purpose, the necessary supporting information is available to provide assurance that those elements have been used appropriately and to support the accounting arrangement applied.

8. The host will need to ensure that the VAT arrangements are compliant with both NHS and LA VAT regimes. Currently Local Authorities can reclaim VAT on purchases so if the CCG hosted the pool, it would need to retain records and administer the share for which VAT is reclaimable.

9. There must be a clear mechanism for alerting Governing Bodies as well as the Health and Wellbeing Board of concerns relating to delivery of projects, in line with the arrangements set out in Schedule 3 (Risk management).

10. In order to avoid difficulties in the consolidation of accounts, all the accounts should be maintained on a gross basis. Should accounts information be required on a net basis this can then be calculated.

11. The host organisation to provide access to relevant aspects of the ledger and accounts to enable internal audit monitoring as part of agreed Audit plans in-year.

Year End Closure of Accounts

12. The partners should consider the nature of each pooled budget in accounting terms and in particular whether the pool is a joint operation in accordance with IFRS11. If the arrangement is not a joint operation then its substance should determine the accounting. It may be a lead commissioning or aligned commissioning arrangement.

13. To meet requirements in relation to the preparation of annual accounts SI 2000/617 paragraph 7(6) the host must prepare and publish a full statement of spending signed by the accountable officer or section 151 officer, to provide assurance to all other parties to the pooled budget. This is required to meet the specified timescales for the publication of accounts and should include:

    - Contributions to the pooled budget, cash or kind
    - Expenditure from the pooled budget

- The difference between expenditure and contributions
- The treatment of the difference
- Any other agreed information

14. All partners to discuss and agree with their external auditors the assurances required in order to sign off the year end accounts and particular requirements where the partner is not the pool host.

15. An annual return detailing a full statement of expenditure and linked to Annual Governance Statement Requirements must be received by the CCG in line with NHS Annual Accounts Reporting Timescales (noon 21st April 2016)[1] subject to confirmation by NHS England. This must be signed by the Section 151 officer.

16. A memorandum account would need to be produced for the Local Authority at closedown. CCG would be responsible for preparation of annual statements of account and Audit to the requirements of the Local Authority in relation to the pool it hosts.

17. The Annual Governance statement (CCG) will be required to report on internal control and risk management within the pool. This is part of the final accounts documentation which is subject to audit at the year end.

18. The CCG will have responsibility for ensuring that the Local Authority's statutory duties including financial reporting are met. This includes form of accounts, gross and net as well as ensuring that the required timescales are achieved.

19. Would require joint agreement of Internal and External Audit of the pooled arrangement to inform Annual Governance Statement and to provide the required level of assurance to respective Audit Committees, Governing Bodies and the External Audit. This includes reviewing whether information received is accurate and correct.

20. The LA capital accounting regime for Disabilities Facilities Grant and other capital will need to be followed and accounts closure timescales adopted.

21. As the CCG will be required to report on its share of assets, liabilities, income and expenditure in accordance with IFRS 11, all reporting must be done in line with this accounting standard and enable the CCG to account for the pooled budget as outlined in the DH Manual for Accounts.

22. For its own assurance and to satisfy the requirement for delivery of value for money, each partner should set out clear requirements for evidence of how the resources provided to the pool have been utilised and how value for money has been achieved.

23. Information may be required to support Agreement of Balances exercises although further guidance for NHS England is awaited.

24. Where the better care fund is material (this is the case for the CCG) disclosure in the annual accounts will be necessary, in the format required by NHS England guidance to be issued.