Appendix 1

City of Wolverhampton Council

and

NHS Wolverhampton Clinical Commissioning Group

Framework partnership agreement relating to the commissioning of health and social care services under the Better Care Fund

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THIS AGREEMENT is made on the *[insert date]* 2019

PARTIES

(1) City of WOLVERHAMPTON COUNCIL of Civic Centre, St Peter's Square, Wolverhampton WV1 1RG (the "Council")

(2) NHS WOLVERHAMPTON CLINICAL COMMISSIONING GROUP of Technology Centre, Wolverhampton Science Park, Glaisher Drive, Wolverhampton WV10 9RU (the "CCG")

BACKGROUND

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

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

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

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

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

(F) The aims and benefits of the Partners in entering in to this Agreement are to:

a) improve the quality and efficiency of the Services;

b) meet the National Conditions and Local Objectives;

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

d) support the delivery of the overall vision for the social care and health economy for Wolverhampton of one ambition, working as one for everyone.

(G) The Partners will jointly be carrying out consultations on the services affected by proposals in this Agreement with all those persons likely to be affected by the arrangements.

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

1 DEFINED TERMS AND INTERPRETATION

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

1998 Act means the Data Protection Act 1998.

2000 Act means the Freedom of Information Act 2000.

2004 Regulations means the Environmental Information Regulations 2004.
2006 Act means the National Health Service Act 2006.

Affected Partner means, in the context of Clause 23, the Partner whose obligations under the Agreement have been affected by the occurrence of a Force Majeure Event.

Agreement means this agreement including its Schedules and Appendices.

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

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

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

Better Care Fund Metrics means the metrics specified in Part 1 to schedule 9.

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

Better Care Pooled Fund means the Pooled Fund as specified in Schedule 1.

Better Care Fund Programme Director means the member of staff appointed by the Council or jointly appointed by the Council and the CCG who Is the Pooled Fund Manager;

Care Act 2014 is the Act which places additional responsibilities upon Local Authorities to help to improve people's independence and wellbeing. It makes clear that local authorities must provide or arrange services that help prevent people developing needs for care and support or delay people deteriorating such that they would need ongoing care and support.

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

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

Commencement Date means 00:01 hrs on 1 April 2019.

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

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

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

(c) which is a trade secret.

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

Default Liability means any sum which is agreed or determined by Law or in accordance with the terms of a Services Contract) to be payable by any Partner(s) to the Provider as a consequence of (i) breach by any or all of the Partners of an obllgation(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.

Demographic Growth means anticipated population changes Including size, structure, and distribution.

Financial Contributions means the financial contributions made by each Partner to the Better Care Pooled Fund for each Individual Scheme in any Financial Year. Financial Year means each financial year running from 1 April in any year to 31 March in the following calendar year.

Force Majeure Event means one or more of the following:

(a) war, civil war (whether declared or undeclared), riot or armed conflict;

(b) acts of terrorism;

(c) acts of God;

(d) fire or flood;

(e) industrial action;

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

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

(h) any other event,

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

Functions means the NHS Functions and the Health Related Functions.

Health Related Functions means health related functions of the Council, specified in Regulation 6 of the Regulations as relevant to the commissioning of the Services and which may be further described in the relevant Scheme Specification. This is subject to the exclusions listed in Regulation 6(a)(i) to (vi) of the Regulations together with such exclusions and limitations as specified in the relevant Scheme Specification.

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

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

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

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

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

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.

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

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

Month means a calendar month.

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

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

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

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

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

Partnership Board means the partnership board responsible for review of performance and oversight of this Agreement as set out in Schedule 3;

Pay for Performance Fund means the ring-fenced element of the Better Care Fund Pooled Fund as specified in Schedule 1, paragraph 3 and Schedule 4 which shall be used for the purposes set out in Schedule 1, paragraph 3 and Schedule 4.

Performance Measures means the Better Care Fund Metrics and the local Performance Metrics.

Performance Payment Arrangement means any arrangement agreed with a Provider and one or more Partners in relation to the cost of providing Services on such terms as agreed in writing by 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 Better Care Pooled Fund as is nominated by the Host Partner from time to time to manage the Better Care Pooled Fund in accordance with Clause 7.6.4.

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

1July to 30 September

1October to 31 December

1January to 31 March

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

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

Ring Fenced Capital Grants means one or more of the grants specified at Schedule 1.

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

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

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

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

Service Users means those individuals 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 snail be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes

of practice, instruments or other subordinate legislation made thereunder and any conditions attaching thereto. Where relevant, references to English statutes and statutory provisions shall be construed as references also to equivalent statutes, statutory provisions and rules of law in other jurisdictions.

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

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

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

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

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

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

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

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

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

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

2 TERM

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

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

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

3 GENERAL PRINCIPLES

3.1 Nothing in this Agreement shall affect:

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

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

3.2 The Partners agree to:

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

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

3.2.3 provide early information and notice about relevant problems.

3.3 The Partners enter into this Agreement in order to support the delivery of the overall shared vision for the Wolverhampton health and social care economy of one ambition, working as one for everybody.

3.4 For the avoidance of doubt, the aims and outcomes relating to an Individual 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 Integrated Commissioning;

4.1.2 Lead Commissioning; and

4.1.3 the establishment of a Pooled Fund.

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 in the form set out in Schedule 1 shall be shall be completed and agreed between the Partners. The initial scheme specifications are set out in Schedule 12 parts 2 to 5.

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 Partnership Board.

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 endeavor 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 endeavor 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 Each Partner shall keep the other Partners and the Partnership Board regularly informed of the effectiveness of the arrangements including the Better Care Fund and any Overspend or Underspend in respect of any Individual Scheme in the Better Care Pooled Fund.

6.5 The Partnership Board will report back to the Health and Wellbeing Board as required by its Terms of Reference.

Appointment of a Lead Commissioner

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

6.6.1 exercise the NHS Functions in conjunction with the Health Related Functions as Identified in the relevant Scheme Specification;

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

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

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

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

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

6.6.7 undertake performance management and contract monitoring of all Service Contracts, reporting on performance by exception to the Partnership Board;

6.6.8 in consultation with the programme director, undertaking any enforcement action pursuant to any Services Contract;

6.6.9 make payment of all sums due to a Provider pursuant to the terms of any Services Contract;

6.6.10 keep the other Partner and the Partnership Board regularly informed of the effectiveness of the arrangements including the Better Care Fund and any Overspend or Underspend for any Individual Scheme in the Better Care Pooled Fund.

7 ESTABLISHMENT OF A POOLED FUND

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

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

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

7.3.1 the Contract Price;

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

7.3.3 Performance Payments;

7.3.4 Third Party Costs;

7.3.5 Approved Expenditure

("Permitted Expenditure")

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

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

7.6 Pursuant to this Agreement, the Partners agree to appoint a Host Partner for the Better Care Pooled Fund. The Host Partner shall be the Partner responsible for:

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

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

7.6.3 appointing the Pooled Fund Manager;

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

8 POOLED FUND MANAGEMENT

8.1 The Pooled Fund Manager in respect of the Better Care Pooled Fund shall have the following duties and responsibilities:

8.1.1 the day to day operation and management of the Better Care Pooled Fund;

8.1.2 ensuring that all expenditure from the Better Care Pooled Fund is in accordance with the provisions of this Agreement and the Scheme Specifications;

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

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

8.1.5 reporting to the Partnership Board as required by the Partnership Board and the relevant Scheme Specification;

8.1.6 ensuring action is taken to manage any projected under or overspends relating to any Individual Scheme within the Better Care Pooled Fund in accordance with this Agreement;

8.1.7 preparing and submitting to the Partnership Board Quarterly reports (or more frequent reports if required by the Partnership Board) and an annual return about the income and expenditure from the Better Care Pooled Fund for all Individual Schemes and the Better Care Pooled Fund together with

such other information as may be required by the Partners and the Partnership Board to monitor the effectiveness of the Better Care Pooled Fund and to enable the Partners to complete their own financial accounts and returns. The Partners agree to provide all necessary information to the Pooled Fund Manager in time for the reporting requirements to be met; and

8.1.8 preparing and submitting reports to the individual partners or the Health and Wellbeing Board as required by them.

8.2 In carrying out their responsibilities as provided under Clause 8.1 the Pooled Fund Manager shall have regard to the recommendations of the Partnership Board and shall be accountable to the Partners.

8.3 Save where otherwise agreed by the Partnership Board, there shall be no viring of funds between Individual Schemes within the Better Care Pooled Fund.

9 FINANCIAL CONTRIBUTIONS

9.1 The Financial Contribution of the CCG and the Council to the Better Care Pooled Fund for the first Financial Year of operation of each Individual Schemes shall be as set out in Schedule 1.

9.2 For future years during the term of this Agreement, the Pooled Fund Manager will be responsible for making proposals to the Partnership Board to determine the Financial Contribution of the CCG and the Council to the Better Care Pooled Fund.

9.3 Financial Contributions will be paid as set out in Schedule 1.

9.4 With the exception of Clause 12, no provision of this Agreement shall preclude the Partners from making additional contributions of Non-Recurrent Payments to the Better Care Pooled Fund from time to time by mutual agreement. Any such additional contributions of Non-Recurrent Payments shall be explicitly recorded in the Partnership Board minutes and recorded in the budget statement as a separate Item.

10 NON FINANCIAL CONTRIBUTIONS

10.1 The 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 Better Care Pooled Fund) will be set out in a separate agreement between the CCG and the Council to support wider integration across the Health and Social Care economy in Wolverhampton .

11 RISK SHARE ARRANGMENTS, OVERSPENDS AND UNDERSPENDS

Risk share arrangements

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

Overspends in Pooled Fund

11.2 Subject to Clause 11.1, the relevant Partner for the Better Care Pooled Fund shall manage expenditure from the Better Care Pooled Fund within the Financial Contributions and shall ensure that the expenditure is limited to Permitted Expenditure.

11.3 The relevant Partner shall not be in breach of its obligations under this Agreement if an Overspend occurs provided that the only expenditure from the Better Care Pooled Fund has been in accordance with Permitted Expenditure and it has informed the Partnership Board in accordance with Clause 11.4.

11.4 In the event that the Pooled Fund Manager identifies an actual or projected Overspend the Pooled Fund Manager must ensure that the Partnership Board is informed as soon as reasonably possible and the provisions of the relevant Scheme Specification and Schedule 3 shall apply.

Underspend

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

12 CAPITAL EXPENDITURE

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

13 VAT

13.1 The Partners shall agree the treatment of the Better Care Pooled Fund for VAT purposes in accordance with any relevant guidance from HM Customs and Excise.

13.2 Subject to Clause 13.1, Services commissioned by the Council will be subject to the VAT regime of the Council and Services commissioned by the CCG will be subject to the VAT regime of the National Health Service.

14 AUDIT AND RIGHT OF ACCESS

14.1 All Partners shall promote a culture of probity and sound financial discipline and control. The Host Partner shall arrange for the audit of the accounts of the 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.

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

14.3 The Partners shall comply with relevant NHS finance and accounting obligations as required by relevant Law and/or National Guidance.

15 LIABILITIES AND INSURANCE AND INDEMNITY

15.1 Subject to Clause 15.2, and 15.3, if a Partner ("First Partner") incurs a Loss arising out of or in connection with this Agreement or the Services Contract as a consequence of any act or omission of another Partner ("Other Partner") which constitutes negligence, fraud or a breach of contract in relation to this Agreement or the Services Contract then the Other Partner shall be liable to the First Partner for that Loss and shall indemnify the First Partner accordingly.

15.2 Clause 15.1 shall only apply to the extent that the acts or omissions of the Other Partner contributed to the relevant Loss. Furthermore, it shall not apply if such act or omission occurred as a consequence of the Other Partner acting in accordance with the instructions or requests of the First Partner or the Partnership Board.

15.3 If any third party makes a claim or intimates an Intention to make a claim against either Partner, which may reasonably be considered as likely to give rise to liability under this Clause 13.4 the Partner that may claim against the other indemnifying Partner will:

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

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

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

15.4 Each Partner shall ensure that they maintain policies of insurance (or equivalent

arrangements through schemes operated by the National Health Service Litigation Authority) in respect of all potential liabilities arising from this Agreement.

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

16 STANDARDS OF CONDUCT AND SERVICE

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

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

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

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

17 CONFLICTS OF INTEREST

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

18 GOVERNANCE

18.1 Overall strategic oversight of partnership working across the health and social care economy is vested In the Health and Well Being Board, which for these purposes shall make recommendations to the Partners as to any action it considers necessary.

18.2 The Partners have established the Partnership Board to oversee the delivery of the Individual Schemes and Better Care Pooled Fund and their associated action plans and performance monitoring arrangements in accordance with the Better Care Fund Plan, this Agreement and any requirements of the Health and Wellbeing Board.

18.3 The Partnership Board is based on a joint working group structure. Each member of the Partnership Board shall be an officer of one of the Partners and will have responsibility to make decisions in accordance with the Governance arrangements of

each Partner which enable the Partnership Board to carry out its objects, roles, duties and functions as set out in this Clause 18 and Schedule 3.

18.4 The terms of reference of the Partnership Board shall be as set out in Schedule 3.

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

18.6 The Partnership Board shall be responsible for the overall approval of the Individual Schemes, ensuring compliance with the Better Care Fund Plan and the strategic direction of the Better Care Fund.

18.7 Each Scheme's Schedule shall conf rm the governance arrangements in respect of the Individual Service and how that Individual Service is reported to the Partnership Board and Health and Wellbeing Board.

19 REVIEW

19.1 Save where the Partnership Board agree alternative arrangements (including alternative frequencies) the Partners shall undertake an annual review c-Annual Review") of the operation of this Agreement of the Better Care Pooled Fund or the Individual Schemes the subject of the Better Care Fund Plan and the provision of the Services within 3 Months of the end of each Financial Year.

19.2 Subject to any variations to this process required by the Partnership Board, Annual Reviews shall be conducted in good faith and, where applicable, In accordance with the governance arrangements set out in Schedule 3.

19.3 The Partnership Board snail within 20 Working Days of the annual review prepare a joint annual report documenting the matters referred to in this Clause 19. A copy of this report shall be provided to both Partners and the Health and Wellbeing Board.

19.4 In the event that the Partners fail to meet either the requirements of the Better Care Fund Plan or any other relevant statutory requirement the Partners shall provide full co-operation with any regulatory bodies (including NHS England) to agree a recovery plan.

20 COMPLAINTS

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

21 TERMINATION & DEFAULT

21.1 Subject to the statutory requirements of the Better Care Fund, this Agreement may be terminated by either Partner giving not less than 3 Months' notice in writing to terminate this Agreement provided that such termination shall not take effect prior to the termination or expiry of all Individual Schemes which are operational at the date of such notice being given.

21.2 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.

21.3 If any Partner ("Relevant Partner") fails to meet any of its obligations under this Agreement, the other Partners (acting jointly) may by notice require the Relevant Partner to take such reasonable action within a reasonable timescale as the other Partners may specify to rectify such failure. Should the Relevant Partner fail to rectify such failure within such reasonable timescale, the matter shall be referred for resolution in accordance with Clause 22.

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

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

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

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

21.5.3 where either Partner has entered into a Service Contract such Partner shall use all reasonable endeavors to amend or terminate a Service Contract (which shall for the avoidance of doubt not include any act or omission that would place that Partner in breach of the Service Contract) where the other Partner requests the same In writing provided that the Partner that has entered into such Service Contract shall not be required to make any payments to the Provider for such amendment or termination unless the Partners shall have agreed in advance who shall be responsible for any such payment.

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

21.5.5 the Partnership Board 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

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

21.6 In the event of termination in relation to an Individual Scheme the provisions of Clause 21.5 shall apply mutatis mutandis in relation to the Individual Scheme (as though references as to this Agreement were to that Individual Scheme).

22 DISPUTE RESOLUTION

22.1 The Partnership Board shall, in the first instance, operate as the forum for discussion of issues relating to this Agreement. This shall be based on the outlined principles of openness and treating Partners with equal esteem to resolve, as far as possible, any issues in a collective, consensual manner.

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

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

22.4 If the dispute remains after the meeting detailed in Clause 22.3 has taken place, the Partners' respective chief executive and accountable officer or nominees shall meet in good faith as soon as possible after the relevant meeting and in any event with fourteen (14) days of the date of the meeting, for the purpose of resolving the dispute.

22.5 If the dispute remains after the meeting detailed in Clause 22.4 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.

22.6 Nothing in the procedure set out in this Clause 22 shall in any way affect either Partner's right to terminate this Agreement in accordance with any of its terms or take immediate legal action.

23 FORCE MAJEURE

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

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

23.3 As soon as practicable, following notification as detailed in Clause 23.2, the Partners shall consult with each other in good faith and use all best endeavors to agree appropriate terms to mitigate the effects of the Force Majeure Event and, subject to Clause 23.4, facilitate the continued performance of the Agreement.

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

24 CONFIDENTIALITY

24.1 In respect of any Confidential Information a Partner receives from another Partner (the "Discloser") and subject always to the remainder of this Clause 24, each Partner (the "Recipient") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:

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

24.1.2 the provisions of this Clause 24 shall not apply to any Confidential Information which:

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

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

24.2 Nothing in this Clause 24 shall prevent the Recipient from disclosing Confidential Information where it is required to do so in fulfilment of statutory obligations or by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law.

24.3 Each Partner:

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

24.4.2 will ensure that, where Confidential Information is disclosed in accordance with Clause 24.3.1, the recipient(s) of that information is made subject to a duty of confidentiality equivalent to that contained in this Clause 24; and

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

25 FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS

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

25.2 Any and all agreements between the Partners as to confidentiality shall be subject to their duties under the 2000 Act and 2004 Regulations. No Partner shall be in breach of Clause 25 if it makes disclosures of information in accordance with the 2000 Act and/or 2004 Regulations.

26 OMBUDSMEN

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

27 INFORMATION SHARING

27.1 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.

28 NOTICES

28.1 Any notice to be given under this Agreement shall either be delivered personally or sent by facsimile or sent by first class post or electronic mail. The address for service of each Partner shall be as set out in Clause 28.3 or such other address as each Partner may previously have notified to the other Partner in writing. A notice shall be deemed to have been served if:

28.1.1 personally delivered, at the time of delivery;

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

28.1.3 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.

28.2 In proving such service, it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority as prepaid first class or airmail letter (as appropriate), or that the facsimile was transmitted on a tested line or that the correct transmission report was received from the facsimile machine sending the notice, or that the electronic mail was properly addressed and no message was received Informing the sender that it had not been received by the recipient (as the case may be).

28.3 The address for service of notices as referred to in Clause 28 shall be as follows unless otherwise notified to the other Partner in writing:

28.3.1 if to the Council, addressed to the Head of Governance; and

28.3.2 if to the CCG, addressed to The Corporate Operations Manager.

29 VARIATION

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

29.2 The members of the Partnership Board shall have delegated authority from their respective organisations to agree the addition of schemes to the agreement following consideration of a detailed business case at a Partnership Board meeting.

29.3 Any other variation to the agreement, including any proposed variation following a review under the terms of Clause 19, will be subject to signed agreement from each of the Partners.

30 CHANGE IN LAW

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

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

30.3 In the event of failure by the Partnes to agree the relevant amendments to the Agreement (as appropriate), the Clause 22 (Dispute Resolution) shall apply.

31 WAIVER

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

32 SEVERANCE

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

shall not thereby be affected.

33 ASSIGNMENT AND SUB CONTRACTING

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

34 EXCLUSION OF PARTNERSHIP AND AGENCY

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

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

34.2.1 act as an agent of the other;

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

34.2.3 bind the other in any way.

35 THIRD PARTY RIGHTS

35.1 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.

36 ENTIRE AGREEMENT

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

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

37 COUNTERPARTS

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

38 GOVERNING LAW AND JURISDICTION

38.1 This Agreement and any dispute or claim arising out of or in connection with it or its

subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

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

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

Signed for and on behalf of Wolverhampton City Council by:

_____
Authorised Officer

_____
Name

_____
Position

Signed for on behalf of NHS Wolverhampton Clinical Commissioning Group by:

_____
Authorised Officer

_____
Name

_____
Position

Schedule 1 - Better Care Pooled Fund

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

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

All monies in the Better Care Pooled Fund allocated to Individual Schemes may only be spent on those Individual Schemes and shall be accounted for and reported accordingly.

Financial Year 2019-2020

Workstream	CCG Contribution (£000)	City Council Contribution (£000)
Adults Community Services	31,096	25,591
Dementia	3,581	280
Mental Health	10,217	3,550
CAMHS	201	125
Care Act	713	
Total Revenue Contribution	45,808	29,546
Capital - Ring Fenced Grant	-	3,147
Total Contribution to Pooled Fund	45,808	32,693

1. HOST PARTNER

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

2. FINANCIAL GOVERNANCE ARRANGEMENTS

2.1 As in the Agreement with the following changes:

2.1.1 Management of the Better Care Pooled Fund

(a) The other Partner shall make monthly payments to the Host Partner

(b) Each month in monthly closedown estimates for over or under performance will be shared for accruals purposes in line with the following closedown timetable:

(i) The relevant Partner to submit pooled budget figures for each Individual Scheme to the Host Partner by the 8th Working Day of the month. The First reconciliation point will be at the end of Q2 (Month 6) to include any over/under performance to date but will not include assessment of performance payment

(ii) The Second reconciliation point will be the end of Q3 (Month 9) with

potential to include assessment of performance payment preferred.

(iii) Over performance will be paid separately so as to keep a clear audit trail in line with Standard Financial Instructions and Standing Orders

(iv) Month 11 reporting will incorporate year end estimate on pooled budgets.

(c) The year-end reporting will be shared in line with the following closedown timetable:

(i) The relevant Partner to submit draft figures for each Individual Scheme within the Better Care Pooled Fund to the Host Partner to enable the Host Partner to provide draft figures for the Better Care Pooled Fund by the 3n1 Working Day following year end (to meet national accrual deadline)

(ii) The relevant Partner to submit budget Information for each Individual Scheme within the Pooled Fund to the Host Partner to enable the Host Partner to submit budget information for inclusion in the annual accounts by the 10th Working Day following year end (to meet national deadline for submission of draft and audited accounts.)

2.1.2 The Host Partner's Agresso financial system will be used for financial management purposes:

(a) Budget holders will submit forecasts by the 1Oth Working Day of each month. These will then be reviewed by the appropriate Heads 'of Service and Service Directors by the 15th Working Day of the month.

(b) A budget report will contain:

(i) Financial codes and description of code

(ii) Original, revised and year to date budgets

(iii) Actual spend to date and commitments

(iv) Previous months and current forecasts

(v) Comments

(c) Budget Holders for each Individual Scheme will be detailed in each Scheme Specification and will be required to follow the established working rules and will be bound by the Host Partner's organisation's scheme of delegation.

(d) Where budget holders are not employed by the Host Partner, they will need to sign an undertaking to abide by the established rules.

(e) Training will be provided to budget holders and managers in the use of the Agresso financial system by the Host Partner.

(f) Budget Holders for each Individual Scheme will be responsible for all financial transactions for their budget including raising invoices (sales notes) and authorising both pay and non-pay expenditure.

(g) The fund will not include a contingency reserve, however this will be kept under review.

(h) Means testing for any social care payments will be carried out by the Host Partner.

2.1.3 Changes to Contribution levels

(a) The contribution levels to the Better Care Pooled Fund for each Individual Scheme have been agreed in principle as outlined above in Schedule 1.

(b) Any changes to contribution levels will need to be agreed through the governance structure outlined in Schedule 3.

(c) Audit Arrangements

(d) The current Internal and External Auditors for both Partners will need to provide audit opinions on the operation of the pooled fund and sign off substantive audits.

(e) Grant Thorntons have been appointed to manage the External Audit process for the Host Partner.

(f) The Finance Department within the Host Partner will manage and act as the point of liaison with the auditors.

The Audit arrangements for the Better Care Pooled Fund will comply with the external audit regimes of both parties.

3. REPORTING AND ASSURANCE ARRANGEMENTS

3.1 In line with the Guidance for the Operationalisation of the BCF in 2019-2020 the Host Partner in partnership with the relevant Partner shall provide quarterly and annual reports on the overall operation of the arrangements for the Better Care Pooled Fund.

3.2 The quarterly and annual reports shall include the following information to allow both monitoring of the effectiveness of the pooled fund arrangements and to provide assurance to NHS England as to the appropriate use of the fund.

3.2.1 Summary of Income and Expenditure;

3.2.2 Summary of Payment for Performance;

3.2.3 Summary of Non-elective admissions performance;

3.2.4 Summary of Support Metric performance; and

3.2.5 Confirmation of compliance with BCF national conditions.

3.3 The Better Care Fund Programme Board shall prepare the reports and submit them for approval to the Health and Wellbeing Board in order to meet the deadlines for the submission of the quarterly reports to the Department of Health set out in the template released each quarter.

3.4 Additional quarterly reporting for improved Better Care Fund (iBCF) funding was introduced for 2017-19. A narrative that explains iBCF can be found at Appendix A. The Quarterly iBCF reports shall be completed by the Council as hosts of the iBCF monies and owners of associated projects.

3.5 Quarterly reports shall be presented to BCF Programme Board for approval prior to submission in accordance with the schedule below:

Quarterly reporting deadline 2019-2020	BCF Programme Board presentation (dates as currently stand)
Q1 - no reporting	Not applicable
Q2 - 30 October 2019	7 November (retrospective sign off)
Q3 - 24 January 2020	2 January 2020
Q4 - 1 May 2020	2 April 2020

Appendix A - improved Better Care Fund narrative

The Improved Better Care Fund (iBCF) was first announced in the 2015 Spending Review and is paid as a direct grant to local government, with a condition that it is pooled into the local BCF plan. The Government distributed the funding to ensure all local authorities receive some of the additional funding. The distribution comprises:

The allocation for 2019-20 for the City of Wolverhampton Council is £13.0 million, reducing significantly over the following two years. The grant conditions confirm funding can be spent on three purposes:

- Meeting adult social care needs;
- Reducing pressures on the NHS, including supporting more people to be discharged from hospital when they are ready; and
- Ensuring that the local social care provider market is supported.

Initiative/Project	Objectives and Expected Outcomes
Home First – re-ablement	Increase the availability of community based re-ablement to provide short-term care and re-ablement in people's homes to bridge the gap between hospital and home meaning that people no longer need to wait unnecessarily for assessments in hospital. In turn, this reduces delayed discharges, improves patient flow and reduces long term admissions to bed-based care.
Demand Management	Commission external support to address DToC, manage overall demand and improve performance Including intelligence gathering for continued Improvement. Promote independence by developing personal support networks and increase options available, which reduces reliance upon formal support and informs commissioning intentions. Investment In equipment & adaptations in order to increase independence and reduce reliance on social care and health services.
Increasing Choice and Control for People	Encourage people to be more resilient by accessing their local communities including universal services or Voluntary Council Sector services as alternatives to social care and health services. Development of Community Navigator type models which encourage and improve people's connectivity to informal and community support. These roles also help the Council to connect to local communities and support or stimulate community responses to local problems. Provide low level support upon discharge for short time-limited periods, which reduces dependency on traditional services, inappropriate referrals to re-ablement, diversion from A&E and facilitates timely discharge through the availability of additional support during the transition period home. Enable soft market testing to establish voluntary sector opportunities.

There is no requirement to spend across all three purposes, or to spend a set proportion on each. The local authority is not required to share the funding with hospitals or CCGs according to the grant conditions. IBCF funding does not replace and must not be offset against the NHS minimum contribution to adult social care. There is however, a grant condition that local authorities must work with their local CCG to meet the fourth national condition - to implement the High Impact Change Model for Managing Transfers of Care- however there is no requirement to spend the grant on this purpose. The national condition applies to both City of Wolverhampton Council and Wolverhampton CCG and both are

expected to agree how the model's implementation will be funded. This will include other funding streams, some of which may be outside the BCF.

Schedule 2 – Service Specifications

Part 1- Template Services Schedule

TEMPLATE SERVICE SCHEDULE

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

1. OVERVIEW OF INDIVIDUAL SERVICE

This Individual Scheme is the [Insert name] Scheme.

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

The Host Partner for the Better Care Pooled Fund is Wolverhampton City Council and the Better Care Pooled Fund Manager, being an officer of the Host Partner is the Better Care Fund Programme Director.

2. AIMS AND OUTCOMES

Insert agreed aims of the Individual Scheme.

3. THE ARRANGEMENTS

Set out which of the following applies in relation to the Individual Scheme:

(1) Lead Commissioning

(2) [Integrated Commissioning]

(3) the allocation of monies from the Better Care Pooled Fund to the Individual Scheme

(4) co-production.

4. FUNCTIONS

Set out the Council's Functions and the CCG's Functions which are the subject of the Individual Scheme including where appropriate the delegation of such functions for the commissioning of the relevant service.

Consider whether there are any exclusions from the standard functions included (see definition of NHS Functions and Council Health Related Functions).

5. SERVICES

What Services are going to be provided within this Scheme? Are there contracts already in place? Are there any plans or agreed actions to change the Services?

Who are the beneficiaries of the Services?

6. COMMISSIONING, CONTRACTING, ACCESS

Commissioning Arrangements

Set out what arrangements will be in place in relation to Lead Commissioning/Joint (Aligned) commissioning. How will these arrangements work?

Contracting Arrangements

Insert the following information about the Individual Scheme:

(a) relevant contracts

(b) arrangements for contracting. Will terms be agreed by both partners or will the Lead Commissioner have authority to agree terms? What contract management arrangements have been agreed? What happens if the Agreement terminates? Can the partner terminate the Contract in full/part? Can the Contract be assigned in full/part to the other Partner?

Access

Set out details of the Service Users to whom the Individual Scheme relates. How will individuals be assessed as eligible.

7. FINANCIAL CONTRIBUTIONS

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

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

8. FINANCIAL GOVERNANCE ARRANGEMENTS

As in the Agreement and Schedule 1 to this Agreement.

9. GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP

This section deals with bespoke arrangements for the relevant scheme. Would it be the responsibility of the Lead Officers or a sub group of the Partnership Board to review the Individual Scheme? Whichever is responsible should report to the Partnership Board.

10. NON FINANCIAL RESOURCES

[The commissioning arrangement for this Scheme will be supported by a separate

agreement between the Council and the CCG that setting out how non-financial arrangements (including staffing) will be dealt with.]

11. STAFF

Consider:

- Who will employ the staff in the partnership?
- Is a TUPE transfer secondment required?
- How will staff increments be managed?
- Have pension arrangements been considered?

Council staff to be made available to the arrangements

Please make it clear if these are staff that are transferring under TUPE to the CCG. If the staff are being seconded to the CCG this should be made clear.
CCG staff to be made available to the arrangements

Please make it clear if these are staff that are transferring under TUPE to the Council.
If the staff are being seconded to the Council this should be made clear.

12. ASSURANCE AND MONITORING

The assurance framework and performance measures in relation to the Individual scheme needs to be included here only - so include the detailed metrlcs for it.

Also consider how specific performance measures for each Scheme will be reported in context of performance of the BCF Plan overall and meeting National Conditions.
Set out the assurance framework in relation to the Individual Scheme. What are the arrangements for the management of performance? Will this be through the agreed performance measures in relation to the Individual Scheme. In relation to the Better Care Fund you will need to include the relevant performance outcomes. Consider the following:

- What is the overarching assurance framework in relation to the Individual Scheme?
- Has a risk management strategy been drawn up?
- Have performance measures been set up?
- Who will monitor performance?
- Have the form and frequency of monitoring information been agreed?
- Who will provide the monitoring information? Who will receive it?

13. LEAD OFFICERS

Partner	Name of Lead Officer	Address	Telephone number	Email address	Fax number
Council					

CCG					

14. INTERNAL APPROVALS

- Consider the levels of authority from the Council's Constitution and the CCG's standing orders, scheme of delegation and standing financial instructions in relation to the Individual Scheme;
- Consider the scope of authority of the Pool Manager and the Lead Officers;
- Has an agreement been approved by cabinet bodies and signed?

15. RISK AND BENEFIT SHARE ARRANGEMENTS

Has a risk management strategy been drawn up?

Set out arrangements, if any, for the sharing of risk and benefit in relation to the Individual Scheme.

16. REGULATORY REQUIREMENTS

Are there any regulatory requirements that should be noted in respect of this particular Individual Scheme?

17. INFORMATION SHARING AND COMMUNICATION

What are the information/data sharing arrangements?

How will charges be managed (which should be referred to in Part 2 above) What data systems will be used?

Consultation - staff, people supported by the Partners, unions, providers, public, other agency.

Printed stationary.

18. DURATION AND EXIT STRATEGY

What are the arrangements for the variation or termination of the Individual Scheme.
Can part/all the Individual Scheme be terminated on notice by a party? Can part/all the Individual Scheme be terminated as a result of breach by either Partner? What is the duration of these arrangements?

Set out what arrangements will apply upon termination of the Individual Service, including without limitation the following matters addressed in the main body of the Agreement.

(1) maintaining continuity of Services;

(2) allocation and/or disposal of any equipment relating to the Individual Scheme;

(3) responsibility for debts and on-going contracts;

(4) responsibility for the continuance of contract arrangements with Service Providers (subject to the agreement of any Partner to continue contributing to the costs of the contract arrangements);

(5) where appropriate, the responsibility for the sharing of the liabilities incurred by the Partners with the responsibility for commissioning the Services and/or the Host Partners.

Consider also arrangements for dealing with premises, records, information sharing and the connection with staffing provisions set out in the Agreement.

19. OTHER PROVISIONS

Consider, for example:

- Any variations to the provisions of the Agreement
- Bespoke arrangements for the treatment of records
- Safeguarding arrangements.

Part 2 - Adult Community Care Scheme Specification

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

1. OVERVIEW OF ADULT COMMUNITY CARE SCHEME

1.1 This Individual Scheme is the Adult Community Care Scheme

1.2 Monies attributable to the Adult Community Care are derived from the Better Care Pooled Fund as more particularly set out in for this Scheme in Schedule 1.

1.3 The Host Partner for the Better Care Pooled Fund is the Council and the Better Care Pooled Fund Manager, being an officer of the Host Partner is the Better Care Fund Programme Director.

2. AIMS AND OUTCOMES

2.1 To provide a truly integrated, person-centered community-based adult care service to the local population. Supporting people to remain as independent as possible by managing their condition confidently through access to a professional, skilled community-based workforce when necessary. This will reduce the demand on other services (e.g. emergency care portals, GP out of hour's services and walk-in centers) during times of crisis. Given the Importance of supporting people who are both frail and elderly the programme will also include the development of a clear frail elderly pathway and End of Life pathway.

2.2 In light of the development of the Wolverhampton Integrated Care Alliance (ICA), and apparent overlaps between projects within this and within the BCF, a proposal has been agreed to bring together the two programmes of work during 2019/20. This will bring together the BCF Adult Community Care workstream with the ICA End of Life and Frailty workstreams. This may result in some changes to the project management/support to the workstream in the future therefore the detail within this agreement is the “as is” position.

2.3 The merger of the BCF and ICA programmes will not impact on the Pooled Budget arrangements for 2019/20.

2.4 During discussions to determine the content of the Pooled budget for 2017-19 it was agreed to undertake a joint review and redesign of Continence services and pathways.

3. THE ARRANGEMENTS

3.1 The following applies in relation to the Adult Community Care work stream:

- Lead Commissioning;
- The allocation of monies from the Better Care Pooled Fund to Adult

Community Care; and
- Co-production.

3.2 This Individual Scheme will be supported by an integrated commissioning arrangement. This will set out how combined resources will be defined and their use will be planned to ensure the delivery of sustainable, demonstrable quality and best value services which will improve outcomes for the people of Wolverhampton. This will involve, where appropriate:

- Developing Integrated commissioning intentions for the population groups of Wolverhampton
- Developing a strategic commissioning plan which maximises the ability to achieve the identified outcomes required
- Development of an integrated market strategy.

3.3 This integrated commissioning arrangement will be supported by a separate agreement between the Council and the CCG that will detail how non-financial arrangements (including staffing) will be set out.

4. FUNCTIONS

4.1 NHS Functions

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

1. The functions of arranging for the provision of services under sections 3, 3A and 38 of, and paragraphs 9 to 11 of Schedule 1, to the 2006 Act. including rehabilitation services and services

   intended to avoid admission to hospital but excluding surgery, radiotherapy, termination of pregnancies, endoscopy, the use of Class 4 laser treatments and other invasive treatments and emergency ambulance services;

2. The functions of providing the services referred to in paragraph 1, pursuant to arrangements made by a clinical commissioning group or the National Health Service Commissioning Board (the Board);

3. The functions of making direct payments under:

   (a) section 12A(1) of the National Health Service Act 2006 (direct payments for health care); and

   (b) the National Health Service (Direct Payments) Regulations 2013;

4.2 Health Related Functions

4.2.1 The Health Related Functions prescribed under regulation 6 of the Regulations subject of this Scheme are the health-related functions of local

authorities set out in section 2B to the 2006 Act as referred to in paragraph 6(m) of the Regulations.

5. SERVICES

5.1 This Individual Scheme will deliver the following specific work:

a) The continuing development of three locality based Integrated Health and Social Care Community Neighbourhood Teams, wrapped around Primary Care and supported by specialist teams and Voluntary Sector.

b) Developing a Wolverhampton City Strategy to deliver the vision of the BCF Adult Community Care workstream.

c) To ensure service planning takes account of the opportunities to provide truly integrated care to the local population by wrapping services around patients to deliver person centred, holistic care.

d) To ensure that services are commissioned based on evidence of need, including the complexity of conditions across the population.

e) Implementation of Personalised Care where appropriate into newly designed pathways and services.

f) People living with Frailty Programme:

- Review and redesign of current pathways to ensure services are meeting the needs of our aging population.

- A revised model of care will place a stronger focus on prevention, aging well with the delivery of proactive care aiming to keep people living independently for longer.

- Recruitment and Deployment of a team of Healthy Ageing Co-ordinators to proactively work with patients and co-ordinate care between services.

g) Review and Redesign of community services programme:-

- In depth review of current Community Based services to establish effectiveness, efficiency and improve quality.

- To adopt a place based approach to the delivery of community based services ensuring where possible, persons are activated and encouraged to self-manage and remain In their usual place of residence where appropriate.

- Undertake a scoping exercise to identify acute based services that could safely be delivered within a community setting to achieve care

closer to home

- Co-production of detailed plan and the development of a robust business case based on opportunities identified.

- The Royal Wolverhampton Trust are undertaking a Community Transformation Programme and therefore this project will need to link with the transformation programme to avoid duplication and ensure that the two programmes are aligned.

h) Discharge to Assess Programme:

- The Discharge to Assess project is nearing completion. The Discharge to Assess process is now implemented across all Acute wards at RWT. A transition group has been set up to ensure BAU and the project aims to close by end of November 2019.

- A suite of information videos has been developed and is available to support patients, families, carers and staff in discussing the discharge pathways available to them.

- Supplementary information will be developed i.e. poster, leaflets, patient letters.

i) Review and Redesign of End of Life pathway

- The development of a Wolverhampton system wide End of Life model that provides effective, seamless, co-ordinated care for the people of Wolverhampton.

- Work with the ICA sub-groups to develop mechanisms to approve and resource a proposed model

j) GP Home Visiting Service

- Evaluation of a recent pilot and recommendations of future model of GP home visiting.

k) Multi-disciplinary teams

- Continuation of community locality based multi-disciplinary teams

- Rollout of Primary Care Based MDT meeting and the evolvement of the model to wrap around newly formed Primary Care Networks (PCNs)

l) Emergency Care Passport

- Scoping exercise to understand current usage and impact
- Exploration of crossover with Personalised Care Planning

- Further rollout plan
- Communication plan which encourages utilization, linking in with all agencies

m) Admission Avoidance

- Review and redesign of current Admission Avoidance teams if necessary i.e. further extended hours, linkages with WMAS Strategic Cell.
- Cross organizational, multi–disciplinary approach
- Review and development of established Admission Avoidance capability to identify opportunities to improve current performance and further promote services to partners and stakeholders.
- Undertake modelling with Primary Care to ensure alignment with new models of care emerging across the City.

n) Community Connections

- Profiling the WV10 area, understanding need and demand
- Analyse maps and identify areas of high need and demand
- Testing out ways of connecting people with each other and their communities
- Run a number of "Love your community" events
- Develop and establish regular Talking Points in a variety of settings
- Trial a scheme to reduce loneliness and social isolation

o) Telecare/Technology

- Evaluate the impact of new Telecare Response Service with SJA and its impact on admission avoidance
- Increase the number of referrals for Telecare (free for six weeks) within Discharge to Assess and Admission Avoidance Services
- Develop a digital Telecare service offer which does not relay on a landline telephone
- Scope the demand for urgent Telecare packages 'out of hours'
- Explore the possibility for a proactive telecare telephone welfare check call service to support Discharge to Assess
- Explore the benefits of using a connected care platform to support Discharge to Assess/re-ablement.

p) Red Bag

- Continued rollout out and evaluation of the Red Bag schemes.

6. COMMISSIONING, CONTRACTING, ACCESS

6.1 Commissioning Arrangements

6.1.1 The Partners will act as Lead Commissioner for the Services within this scheme as specified in the table set out at Appendix B to this schedule,

below.

6.2 Contracting Arrangements

6.2.1 For the purposes of the integrated comm1ss1onmg process, either Partner can undertake commissioning on behalf of itself and the other Partner and hold a contract, based upon a best fit decision at the time. Each organisation agrees to brief the other Partner via the Partnership Board on issues relating to the core elements of each contract.

6.2.2 The following core elements will form the integrated contract management approach for the purposes of the agreement:

a) Contact Negotiation
b) Operational Provider Management
c) Contract Performance Management
d) Contract Review

6.2.3 These core elements will operate across the Adult Community Care Scheme in accordance with the following principles detailed below:

Workstream Area	Contract Responsibility 2019/20	Contract Negotiation 2019/20	Operational Provider Management 2019/20	Contract Performance Management 2019/20	Contract Review for 2020/21 preparation
Adult Community Care	Council & CCG Contract Leads	Council & CCG Contract Leads	Provider Workstream Lead Council Provider workstream lead	Council & CCG Contract Leads	Council Adult Community Social Care Commissioner CCG Commissioning Lead Council & CCG Contract leads

6.2.4 For the purposes of developing the integrated commissioning approach, procurement requirements and opportunities for 2020/21 will be reviewed in Quarter 4 of 2019/20. In 2019/2020 and future years, procurement delivery will take place in Quarters 1,2 & 3 with contract negotiation in Quarter 3 across each workstream.

6.2.5 The Contracts which will form part of this Scheme are set out at Appendix B - provided always that the parties acknowledge that this list will be amended as additional contracts are commissioned over the duration of this Agreement.

6.3 Access

6.3.1 Access arrangements will be detailed across the individual work streams as pathways are redesigned

7. FINANCIAL CONTRIBUTIONS

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

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

7.3 The financial governance arrangements for this Scheme are set out in Schedule 1.

8. GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP

8.1 The Integrated commissioning governance arrangements specified in Schedule 3.

9. NON FINANCIAL RESOURCES

9.1 The commissioning arrangement for this Scheme will be supported by a separate agreement between the Council and the CCG setting out how non-financial arrangements (including staffing) will be dealt with. The Partners agree that, save as otherwise agreed, all staff shall, during the term of this Agreement, continue to be employed by their respective employers as at the Commencement Date and that there shall be no transfer of employees, but that employees employed by one Partner may second to the other Partner for fixed periods with specified expiry dates for the purpose facilitating the delivery of services under this Scheme.

10. ASSURANCE AND MONITORING

10.1 The Lead Officers will produce a report each Month of the performance of this Scheme against any Local Performance Metrics set out in Schedule 9 (Performance Measures).

10.2 The Lead Officers will produce a report each month of the performance of this Scheme against each of the Better Care Fund Metrics so that performance of the Better Care Fund Plan overall against the Better Care Fund Metrics may be established.

11. LEAD OFFICERS (SRO)

The SRO responsibility for each workstream will be reviewed with the merging of the BCF and ICA programmes.

Partner	Name of Lead Officer	Address	Telephone number	Email address
Council	David Watts	Civic Centre, Wolverhampton	01902 555310	David.Watts@wolverhampton.gov.uk

12. INTERNAL APPROVALS

12.1 This will be in line with each parties' powers delegated to their representatives on the partnership board, in line with their own scheme of reservation and delegation as set out in Schedule 3.

13. RISK AND BENEFIT SHARE ARRANGEMENTS

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

14. REGULATORY REQUIREMENTS

14.1 To be confirmed

15. INFORMATION SHARING AND COMMUNICATION

15.1 The Information Governance arrangements set out in Schedule 8 will operate.

16. DURATION AND EXIT STRATEGY

16.1 The provisions of Clause 21 of this Agreement will operate.

17. OTHER PROVISIONS

17.1 None

Part 3 - Mental Health

SERVICE SCHEDULE

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

1. OVERVIEW OF INDIVIDUAL SERVICE

1.1 This Individual Scheme is the Mental Health Scheme

1.2 Monies attributable to the Mental Health Scheme are derived from the Better Care Pooled Fund as more particularly set out in for this Scheme in Schedule 1.

1.3 The Host Partner for the Better Care Pooled Fund is Wolverhampton City Council and the Better Care Pooled Fund Manager, being an officer of the Host Partner, is the Better Care Fund Programme Director.

2. AIMS AND OUTCOMES

2.1 Mental Health

2.2 To improve the experience of people of all ages in Wolverhampton through the delivery of parity of esteem. This will include quality, sustainable, compassionate, seamless and effective mental health treatment. Prevention, early intervention, support and care including work with the crisis home treatment teams will be delivered in line with the City's existing Mental Health Strategy and Crisis Concordat agreements.

2.3 In light of the development of the Wolverhampton Integrated Care Alliance (ICA), and apparent overlaps between projects within this and within the BCF, a proposal has been agreed to bring together the two programmes of work during 2019/20. This will bring together the BCF Mental Health workstream with the ICA Mental Health workstream. This may result in some changes to the project management/support to the workstream in the future therefore the detail within this agreement is the “as is” position.

2.4 The merger of the BCF and ICA programmes will not impact on the Pooled Budget arrangements for 2019/20.

3. THE ARRANGEMENTS

3.1 The following applies in relation to the Mental Health Scheme:

- Lead Commissioning; and
- the allocation of monies from the Better Care Pooled Fund to Mental Health

3.2 This Individual Scheme will be supported by an integrated commissioning

arrangement. This will set out how combined resources will be defined and their use will be planned to ensure the delivery of sustainable, demonstrable quality and best value services which will improve outcomes for the people of Wolverhampton. This will Involve:

- Developing integrated commissioning intentions for the population groups of Wolverhampton
- Developing a strategic commissioning plan which maximises the ability to achieve the identified outcomes required
- Development of an Integrated market strategy.

4. FUNCTIONS

4.1 NHS Functions

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

a) The functions of arranging for the provision of services under section 117 of the Mental Health Act 1983;

b) The functions of providing services referred to in paragraph 1 pursuant to arrangements made by a clinical commissioning group or the Board;

c) The functions under Schedule A1 of the Mental Capacity Act 2005.

4.2 Health Related Functions

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

5. SERVICES

5.1 This Individual Scheme will deliver the following specific work:

a) Review of Preventative Services

- Identify and develop joint commissioning/integration opportunities that exist that may prevent escalation into more complex/acute services

b) Mapping of Current Services and Pathways

- To map out all current pathways and services for Mental Health in Wolverhampton with a view of a common understanding of services and to identify gaps

c) Review and Development of Discharge Planning and Pathways

- To review current Discharge policies / pathways and to produce an agreed Discharge pathway for patients with mental health needs

d) Develop New Model of Integrated Mental Health Services/Offer in Wolverhampton

- To identify and co-design opportunities for greater integration across partners

e) Interfaces between Primary and Secondary Care

- Development of pathways that define responsibilities between primary and secondary care, build relationships and develop seamless pathways for patients

- Wrapping services around Primary Care

f) Developing community based mental health services wrapped around Primary Care Networks (PCNs)

- Pathways for patients with Physical and Mental Health conditions

- Development of seamless care pathways for those patients with both physical and mental health conditions

- Defining responsibilities.

6. COMMISSIONING, CONTRACTING, ACCESS

6.1 Commissioning Arrangements

6.1.1 The Partners will act as Lead Commissioner for the Services within this scheme as specified in the table set out at Appendix B to this schedule, below.

6.2 Contracting Arrangements

6.2.1 For the purposes of the integrated commissioning process, either Partner can undertake commissioning on behalf of itself and the other Partner and hold a contract, based upon a best fit decision at the time. Each organisation briefing the other Partner via the Partnership Board on issues relating to the core elements of each contract.

6.2.2 The following core elements will form the integrated contract management approach for the purposes of the agreement:

- Contact Negotiation
- Operational Provider Management

- Contract Performance Management
- Contract Review

6.2.3 These core elements will operate across Mental Health in accordance with the following principles detailed below:

Work stream	Contract responsibility 2017/2019	Contract negotiation 2017/2019	Operational Provider Management 2017/209	Contract Performance Management 2017/209	Contract Review for 219/2020 preparation
Mental health	Council and CCG Contract Leads	Council and CCG Contract Leads	Council Social Care Mental Health Provider Lead Mental Health Provider Lead	Council and CCG Contract Leads	Council and CCG Contract Leads Council Social Care Mental Health Commissioner CCG Commissioning Lead

6.2.4 For the purposes of developing the integrated commissioning approach, procurement requirements and opportunities for 2020/21 will be reviewed in Quarter 4 of 2019/20. In 2019/20 and future years, procurement delivery will take place in Quarters 1,2 & 3 with contract negotiation in Quarter 3 across each workstream.

6.2.5 The Contracts which will form part of this Scheme are set out at Appendix B, provided always that the parties acknowledge that this list will be amended as additional contracts are commissioned over the duration of this Agreement.

6.3 Access

6.3.1 Access arrangements will be detailed across the individual work streams as pathways are redesigned

7. FINANCIAL CONTRIBUTIONS

7.1 Monies attributable to the Mental Health Scheme are derived from the Better Care Pooled Fund as more particularly set out for this Scheme in Schedule 1.

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

7.3 The financial governance arrangements for this Scheme are set out In Schedule 1.

8. GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP

8.1 The integrated commissioning governance arrangements specified in Schedule 3.

9. NON FINANCIAL RESOURCES

9.1 The commissioning arrangement for this Scheme will be supported by a separate agreement between the Council and the CCG setting out how non-financial arrangements (including staffing) will be dealt with. The Partners agree that, save as otherwise agreed, all staff shall, during the term of this Agreement, continue to be employed by their respective employers as at the Commencement Date and that there shall be no transfer of employees, but that employees employed by one Partner may second to the other Partner for fixed periods with specified expiry dates for the purpose facilitating the delivery of services under this Scheme.

10. ASSURANCE AND MONITORING

10.1 The Lead Officers will produce a report each month of the performance of this Scheme against any Local Performance Measures set out in Schedule 90 (Performance Measures).

10.2 The Lead Officers will produce a report each month of the performance of this Scheme against each of the Better Care Fund Metrics so that performance of the Better Care Fund Plan overall against the Better Care Fund Metrics may be established.

11. LEAD OFFICERS (SROs)

The SRO responsibility for each workstream will be reviewed with the merging of the BCF and ICA programmes.

Partner	Name of Lead	Address	Telephone Number	Email Address
CCG	Steven Marshall	Wolverhampton Science Park	01902 445797	Steven.Marshall3@nhs.net

12. INTERNAL APPROVALS

12.1 This will be in line with each party's powers delegated to their representatives on the partnership board, in line with their own scheme of reservation and delegation as set out in Schedule 3.

13. RISK AND BENEFIT SHARE ARRANGEMENTS

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

14. REGULATORY REQUIREMENTS

14.1 To be confirmed

15. INFORMATION SHARING AND COMMUNICATION

15.1 The Information Governance arrangements set out in Schedule 8 will operate.

16. DURATION AND EXIT STRATEGY

16.1 The provisions of Clause 21 of this Agreement will operate.

17. OTHER PROVISIONS

17.1 None

Part 4 - Dementia

SERVICE SCHEDULE

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

1. OVERVIEW OF INDIVIDUAL SERVICE

1.1. This Individual Scheme is the Dementia Scheme

1.2. Monies attributable to the Dementia Scheme are derived from the Better Care Pooled Fund as more particularly set out in for the Scheme in Schedule 1.

1.3. The Host Partner for the Better Care Pooled Fund is Wolverhampton City Council and the Better Care Pooled Fund Manager, being an officer of the Host Partner is the Better Care Fund Programme Director.

2. AIMS AND OUTCOMES

2.1. **Dementia**

2.1.1 In line with the Wolverhampton Joint Dementia Strategy 2019-24 the BCF Dementia work stream has the remit to implement/deliver the elements of the Dementia strategy.

2.1.2 This includes the five elements of the Dementia Strategy; Preventing Well, Diagnosing Well, Living Well, Supporting Well and Dying Well.

2.1.3 The Workstream which includes representatives from multiple agencies; will also review existing dementia specific day services, education and awareness training and the health and social care pathway. The aim is to promote greater independence and choice for people with dementia, increasing their self-esteem and encouraging people to maintain good social and personal relationships.

3. THE ARRANGEMENTS

3.1. The following applies in relation to the Dementia Scheme:

3.1.1 Lead Commissioning; and

3.1.2 the allocation of monies from the Better Care Pooled Fund to Dementia.

3.2. This Dementia Scheme will be supported by an integrated commissioning arrangement. This will set out how combined resources will be defined and their use will be planned to ensure the delivery of sustainable, demonstrable quality and best value services which will improve outcomes for the people of Wolverhampton. This will involve:

3.2.1 Developing Integrated commissioning intentions for the population groups of Wolverhampton

3.2.2 Developing a strategic commissioning plan which maximises the ability to achieve the identified outcomes required

3.2.3 Development of an integrated market strategy

4. FUNCTIONS

4.1. NHS Functions

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

- The functions of arranging for the provision of services under sections 3, 3A and 3B of, and paragraphs 9 to 11 of Schedule 1, to the 2006 Act, including rehabilitation services and services intended to avoid admission to hospital but excluding surgery, radiotherapy, termination of pregnancies, endoscopy, the use of Class 4 laser treatments and other invasive treatments and emergency ambulance services;

- The functions of providing the services referred to in paragraph 1, pursuant to arrangements made by a clinical commissioning group or the National Health Service Commissioning Board (the "Board");

- The functions of making direct payments under:

  a. section 12A(1) of the National Health Service Act 2006 (direct payments for health care); and

  b. the National Health Service (Direct Payments) Regulations 2013;

4.2. Health Related Functions

4.2.1 The Health Related Functions prescribed under regulation 6 of the Regulations subject of this Scheme are the health-related functions of local authorities set out in section 28 to the 2006 Act as referred to in paragraph 6(m) of the Regulations.

5. SERVICES

5.1. This Individual Scheme will deliver the following specific work:

- Implementation of the Dementia Strategy

- develop an Action plan

- Work with multiple organisations and teams to ensure delivery of the

Strategy.

6. COMMISSIONING, CONTRACTING, ACCESS

6.1 Commissioning Arrangements

6.1.1 The Partners will act as Lead Commissioner for the Services within this scheme as specified in the table set out at Appendix B to this schedule, below.

6.2 Contracting Arrangements

6.2.1 For the purposes of the Integrated commissioning process, either Partner can undertake commissioning on behalf of itself and the other Partner and hold a contract, based upon a best fit decision at the time. Each organisation briefing the other Partner via the Partnership Board on issues relating to the core elements of each contract.

6.2.2 The following core elements will form the integrated contract management approach for the purposes of the agreement:

- Contact Negotiation
- Operational Provider Management
- Contract Performance Management
- Contract Review

6.2.3 These core elements will operate across Dementia in accordance with the following principles detailed below:

Workstream Area	Contract Responsibility 2017/19	Contract Negotiation 2017/19	Operational Provider Manageme	Contract Performance Manageme	Contract Review for 2019/20 preparation
Dementia	Council &CCG Contract Leads	Council& CCG Contract Leads	Provider Dementia Lead Council Dementia workstream lead	Council & CCG Contract Leads	CCG Commissioning Manager Council Social Care Commissioner - Dementia Council &CCG Contract Leads

For the purposes of developing the integrated commissioning approach, procurement requirements and opportunities for 2020/21 will be reviewed in Quarter 4 of 2019/20. In 2019/20 and future years,

procurement delivery will take place in Quarters 1,2 & 3 with contract negotiation in Quarter 3 across each workstream.

6.2.4 The Contracts which will form part of this Scheme are set out at Appendix B - provided always that the parties acknowledge that this list will be amended as additional contracts are commissioned over the duration of this Agreement.

6.3 Access

6.3.1 Access arrangements will be detailed across the Individual work streams as pathways are redesigned.

7. FINANCIAL CONTRIBUTIONS

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

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

7.3. The financial governance arrangements for this Scheme are set out in Schedule 1.

8. GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP

8.1. The integrated commissioning governance arrangements specified in Schedule 3.

9. NON FINANCIAL RESOURCES

9.1 The commissioning arrangement for this Scheme will be supported by a separate agreement between the Council and the CCG setting out how non-financial arrangements (including staffing) will be dealt with. The Partners agree that, save as otherwise agreed, all staff shall, during the term of this Agreement, continue to be employed by their respective employers as at the Commencement Date and that there shall be no transfer of employees, but that employees employed by one Partner may second to the other Partner for fixed periods with specified expiry dates for the purpose facilitating the delivery of services under this Scheme.

10. ASSURANCE AND MONITORING

10.1. The Lead Officers will produce a report each month of the performance of this Scheme against any Local Performance Measures set out in Schedule 9 (Performance Measures).

10.2. The Lead Officers will produce a report each month of the performance of this Scheme against each of the Better Care Fund Metrics so that

performance of the Better Care Fund Plan overall against the Better Care Fund Metrics may be established.

11. LEAD OFFICERS (SROs)

The SRO responsibility for each workstream will be reviewed with the merging of the BCF and ICA programmes.

Partner	Name of Lead	Address	Telephone Number	Email Address
BCPFT	Steve Phillips	Delta House, Delta Point, Greets Green Road, West Bromwich, B70 9PL	0121 612 8689	steve.phillips@nhs.net

12. INTERNAL APPROVALS

12.1. This will be in line with each parties' powers delegated to their representatives on the partnership board, in line with their own scheme of reservation and delegation as set out in Schedule 3.

13. RISK AND BENEFIT SHARE ARRANGEMENTS

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

14. REGULATORY REQUIREMENTS

14.1. To be confirmed

15. INFORMATION SHARING AND COMMUNICATION

15.1. The Information Governance arrangements set out in Schedule 8 will operate.

16. DURATION AND EXIT STRATEGY

16.1 The provisions of Clause 21 of this Agreement will operate.

17. OTHER PROVISIONS

17.1 None

Part 5 - CAMHS

SERVICE SCHEDULE

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

1 OVERVIEW OF INDIVIDUAL SERVICE

1.1 This Individual Scheme is the CAMHS Scheme

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

1.3 The Host Partner for the Better Care Pooled Fund is Wolverhampton City Council and the Better Care Pooled Fund Manager, being an officer of the Host Partner is the Better Care Fund Programme Director.

2 AIMS AND OUTCOMES

2.1 The aims of CAMHS transformation are to transform our local system by developing care pathways, services and Initiatives across health, education, criminal justice and social care with a unified set of values.

2.2 Funding received via Future in Mind has been committed to services with a clear vision as to how it will be spent in future years.

2.3 CWC and WCCG along with HeadStart have developed and commissioned an emotional Mental Health and Wellbeing service to plug the gap that currently exists at tier 2.

3 THE ARRANGEMENTS

3.1 The following applies in relation to the CAMHS Scheme:

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

3.2 This CAMHS Scheme will be supported by an integrated commissioning arrangement. This will set out how combined resources will be defined and their use will be planned to ensure the delivery of sustainable, demonstrable quality and best value services which will improve outcomes for the people of Wolverhampton. This will involve:

- Developing integrated commissioning intentions for the population groups of Wolverhampton
- Developing a strategic commissioning plan which maximises the ability to

achieve the Identified outcomes required
- Development of an integrated market strategy.

4 THE FUNCTIONS

4.1 NHS Functions

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

a) The functions of arranging for the provision of services under sections 3, 3A and 3B of, and paragraphs 9 to 11 of Schedule 1, to the 2006 Act, including rehabilitation services and services intended to avoid admission to hospital but excluding surgery, radiotherapy, termination of pregnancies, endoscopy, the use of Class 4 laser treatments and other invasive treatments and emergency ambulance services;

b) The functions of providing the services referred to in paragraph 1, pursuant to arrangements made by a clinical commissioning group or the National Health Service Commissioning Board (the "Board");

c) The functions of making direct payments under:

- section 12A(1) of the National Health Service Act 2006 (direct payments for health care); and

- the National Health Service (Direct Payments) Regulations 2013.

4.2 Health Related Functions

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

5 SERVICES

5.1 This Individual Scheme will deliver the following specific work:

- Transformation of CAMHS Service

- Following a review of the CAMHS services it was identified that the main gap was tier 2 services. Funding was identified from WCCG and CWC to procure a service to meet these needs – this service is in place until March 2020 when it will be subject to another procurement exercise. These services to be managed under the BCF with a section 75 completed for a pooled budget to be agreed.

6 COMMISSIONING, CONTRACTING, ACCESS

6.1 Commissioning Arrangements

6.1.1 The Partners will act as Lead Commissioner for the Services within this scheme as specified in the table set out at Appendix B to this schedule, below.

6.2 Contracting Arrangements

6.2.1 For the purposes of the integrated commissioning process, either Partner can undertake commissioning on behalf of itself and the other Partner and hold a contract, based upon a best fit decision at the time. Each organisation briefing the other Partner via the Partnership Board on issues relating to the core elements of each contract.

6.2.2 The following core elements will form the integrated contract management approach for the purposes of the agreement:

- Contact Negotiation
- Operational Provider Management
- Contract Performance Management
- Contract Review

6.2.3 These core elements will operate across CAMHS in accordance with the following principles detailed below:

Workstream Area	Contract Responsibility 2017/19	Contract Negotiation 2017/19	Operational Provider Manageme	Contract Performance Manageme	Contract Review for 2019/20 preparation
CAMHS	Council and CCG Contract Leads	Council and CCG Contract Leads	Provider workstream lead Council workstream lead	Council and CCG Contract Leads	CCG Children's Commissioning Manager Council Lead Commissioner- Specialist and Targeted

For the purposes of developing the integrated commissioning approach, procurement requirements and opportunities for 2020/21 will be reviewed in Quarter 4 of 2019/20. In 2019/20 and future years, procurement delivery will take place in Quarters 1,2 and 3 with contract negotiation in Quarter 3 across each workstream.

6.2.4 The Contracts which will form part of this Scheme are set out at Appendix B - provided always that the parties acknowledge that this list will be amended as additional contracts are commissioned over the duration of this Agreement.

6.3 Access

6.3.1 Access arrangements will be detailed across the individual work streams as pathways are redesigned.

7 FINANCIAL CONTRIBUTIONS

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

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

7.3 The financial governance arrangements for this Scheme are set out in Schedule 1.

8 GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP

8.1 The integrated commissioning governance arrangements specified in Schedule 3.

9 NON FINANCIAL RESOURCES

9.1 The commissioning arrangement for this Scheme will be supported by a separate agreement between the Council and the CCG setting out how non-financial arrangements (including staffing) will be dealt with. The Partners agree that, save as otherwise agreed, all staff shall, during the term of this Agreement , continue to be employed by their respective employers as at the Commencement Date and that there shall be no transfer of employees, but that employees employed by one Partner may second to the other Partner for fixed periods with specified expiry dates for the purpose facilitating the delivery of services under this Scheme.

10 ASSURANCE AND MONITORING

10.1 The Lead Officers will produce a report each month of the performance of this Scheme against any Local Performance Measures set out in Schedule 9 (Performance Measures).

10.2 The Lead Officers will produce a report each month of the performance of this Scheme against each of the Better Care Fund Metrics so that performance of the Better Care Fund Plan overall against the Better Care Fund Metrics may be established.

11 LEAD OFFICERS (SROs)

The SRO responsibility for each workstream will be reviewed with the merging of the BCF and ICA programmes.

Partner	Name of Lead	Address	Telephone Number	Email Address
CCG	Steven Marshall	Wolverhampton Science Park	01902 445797	Steven.Marshall3@nhs.net

12 INTERNAL APPROVALS

12.1 This will be in line with each party's powers delegated to their representatives on the partnership board, in line with their own scheme of reservation and delegation as set out in Schedule 3.

13 RISK AND BENEFIT SHARE ARRANGEMENTS

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

14 REGULATORY REQUIREMENTS

14.1 To be confirmed

15 INFORMATION SHARING AND COMMUNICATION

15.1 The Information Governance arrangements set out in Schedule 8 will operate

16 DURATION AND EXIT STRATEGY

16.1 The provisions of Clause 21 of this Agreement will operate.

17 OTHER PROVISIONS

17.1 None

Appendix B – contract register

1. Adult Community Care Workstream

Service	Provider	Lead Commissioner/ Contract Lead CCG
District Nursing Community	Royal Wolverhampton NHS Trust	CCG
Community Matrons	Royal Wolverhampton NHS Trust	CCG
End of Life	Royal Wolverhampton NHS Trust	CCG
Falls Prevention team	Royal Wolverhampton NHS Trust	CCG
Older People Care Purchasing	Various Providers	Council
Palliative Care Consultants	Royal Wolverhampton NHS Trust	CCG
Hospice Services	Compton Hospice	CCG
Falls assessment team	Royal Wolverhampton NHS Trust	CCG
WUCTAS	Royal Wolverhampton NHS Trust	CCG
Physiotherapy	Royal Wolverhampton NHS Trust	CCG
Occupational Therapy	Royal Wolverhampton NHS Trust	CCG
Rapid Response Therapy Services	Royal Wolverhampton NHS Trust	CCG
Rapid Intervention Team	Royal Wolverhampton NHS Trust	CCG
CICT Hospital at Home	Royal Wolverhampton NHS Trust	CCG
CICT Rehab	Royal Wolverhampton NHS Trust	CCG
Stepdown	Royal Wolverhampton NHS Trust	CCG
Stepdown	Independent Provider	CCG
Re-ablement Team	Private Sector	CWC
Rehab outpatients	Royal Wolverhampton NHS Trust	CCG
Nursing and Residential Continuing Care	Individual placements with providers	CCG
Care of the Elderly Community Services	Royal Wolverhampton NHS Trust	CCG
Care of the Elderly in patient services	Royal Wolverhampton NHS Trust	CCG
Bradley Respite Centre	In House Service	Council
HIT/RIT	Royal Wolverhampton NHS Trust	CCG
Telecare	In House Service	Council
Adaptations	In House Service	Council
ILS	In House Service	Council
Behavior Change	In House Service	Council
Stroke Coordinators inc. TIA	Royal Wolverhampton NHS Trust	CCG
Acorns	Acorns Hospice	CCG
Frailty Co-ordinators	Primary Care Networks	CCG
MS Support	MS Support	CCG
Heantun Carers Support	Heantun	CCG
Generic carers	Various	CCG

2. Mental Health Workstream

Service	Provider	Lead Commissioner/ Contract Lead CCG
Referral and assessment	Black Country Partnership Trust	CCG
Crisis and home treatment	Black Country Partnership Trust	CCG
Mental Health Liaison	Black Country Partnership Trust	CCG
Victoria Court Nursing Home	Black Country Partnership Trust	CCG
African Caribbean and Dual Heritage Community Support Service	ACCI	Council
ACCI	ACCI	CCG
Outreach workers	Third sector providers	CCG
ACCI carers	ACCI	CCG
Mental Health NCAs	Various	CCG
Care purchasing	Various	Council

3. Dementia workstream

Service	Provider	Lead Commissioner/ Contract Lead CCG
Dementia cafes	Alzheimer's Society	Council
Blakenhall Resource Centre	In house service	Council
Community Mental Health Team	Black Country Partnership Trust	CCG
Memory Clinic	Black Country Partnership Trust	CCG

4. CAMHS

Service	Provider	Lead Commissioner/ Contract Lead CCG
CAMHS tier 1-3	BCPFT	CCG
CAMHS tier 1-3 key team	BCPFT	CCG
CAMHS tier 1-2 link worker	Headstart	CCG
CAMHS tier 1-2 EM/HW children's emotional health and wellbeing	Headstart	CCG
CAMHS tier 1-3	Inspire	Council
CAMHS tier 1-3 key team	Inspire	Council
CAMHS tier 1-2 EM/HW	Inspire	Council

SCHEDULE 3 - GOVERNANCE

1. Partnership Board

1.1 The membership of the Partnership Board will be as follows:

1.1.1 CCG:
Accountable Officer
Director of Strategy and Transformation
Head of Integrated Commissioning
Chief Finance Officer

or a deputy to be notified to the other members in advance of any meeting;

1.1.2 the Council:
Head of Strategic Commissioning
Director of Adult Services
Director of Children's Services
Director of Public Health
Finance Business Partner

or a deputy to be notified in writing to Chair in advance of any meeting;

1.1.3 The Chair of Wolverhampton Healthwatch shall be a non-voting observer.

1.1.4 Representation from Wolverhampton Voluntary Sector Council and Wolverhampton Homes.

2. Role of Partnership Board

2.1 The Partnership Board shall:

2.1.1 provide strategic direction on the individual schemes;

2.1.2 receive the financial and activity information, including the Quarterly reports of the Pooled Fund Manager for each Individual Scheme and ensure that such Individual Schemes are being developed to meet the requirements of the Better Care Fund Plan;

2.1.3 review and recommend the operation of this Agreement and performance manage the Individual Services;

2.1.4 agree such variations to this Agreement from time to time as it thinks fit, subject always to the governance arrangements of each Partner;

2.1.5 review and recommend annually a risk assessment and a Performance Payment protocol;

2.1.6 review and recommend annually revised Schedules as necessary;

2.1.7 request such protocols and guidance as it may consider necessary in order to enable the Pooled Fund Manager to approve expenditure from the Better Care Pooled Fund;

2.1.8 hold the Better Care Fund Programme Director to account for the delivery of the aims of the Agreement; and

2.1.9 provide regular reports to the Health and Well-Being Board on the operation of this Agreement.

3. Partnership Board Support

3.1 The Partnership Board will be supported by officers from the Partners from time to time. The BCF Project Support Officer will support the Partnership Board.

4. Meetings

4.1 The Partnership Board will meet monthly at a time to be agreed following receipt of each monthly report of the Pooled Fund Manager.

4.2 The quorum for meetings of the Partnership Board shall be a minimum of two representatives from each of the Partner organisations.

4.3 Decisions of the Partnership Board shall be made unanimously of those present and voting. Where unanimity is not reached then the item in question will in the first instance be referred to the next meeting of the Partnership Board. 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.

4.4 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 anyway.

4.5 Minutes of all decisions shall be kept and copied to the Authorised Officers within seven days of every meeting.

5. Delegated Authority

5.1 The Partnership Board is authorised within the limits of the delegated authority given to' either Partner, exercising by its members (which is received through their respective organisation's own financial scheme of delegation) to:

5.1.1 authorise commitments which exceed or are reasonably likely to lead to exceeding the contributions of the Partners to the aggregate contributions of the Partners to the Better Care Pooled Fund in respect of any Individual Scheme only where responsibility for that overrun has been determined under the procedures set out in Schedule 4 (but not further or otherwise);

and

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

6. Information and Reports

6.1 Each Pooled Fund Manager shall supply to the Partnership Board on a Quarterly basis the financial and activity information as required under the Agreement.

7. Post-termination

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

SCHEDULE 4 - RISK SHARE AND OVERSPENDS

Pooled Fund Management

1. Variances on expenditure will be identified through monthly monitoring processes undertaken by Budget Managers in conjunction with the Host's Strategic Finance. Financial performance will be reported to the Partnership Board on a monthly basis

Overspend

2. The Partners agree that Overspends shall be apportioned in accordance with this Schedule 4.

3. The Partnership Board shall consider what action to take in respect of any actual or potential Overspends

4. The Partnership Board shall acting reasonably having taken into consideration all relevant factors including, where appropriate the Better Care Fund Plan and any agreed outcomes and any other budgetary constraints agree appropriate action in relation to Overspends which may include the following:

4.1 whether there is any action that can be taken in order to contain expenditure;

4.2 whether there are any underspends that can be vired from any other fund maintained under this Agreement.

5. A cap will set for each partner on the exposure to the other partners overspend in the pooled fund. The new iBCF monies, care act monies and capital expenditure (Disabilities Facilities Grant) Is excluded from this cap. The caps are as follows:

Cap on other partners overspend	CCG Cap (£000)	City Council Cap (£000)
	240	190

5.1 In the event that the overspend is below the total cap of £443,000, the overspend will be apportioned in accordance with their total revenue contribution to the pooled budget as detailed in the table below:

Workstream	CCG % Risk Share	City Council % Risk Share
Revenue contribution to Pooled Budget	56	44
Care Act	Capped*	
New iBCF monies/Winter pressures funding		100
Capital Grant		100

*the Care Act monies will be passed over to the City Council from the CCG. Any overspend in relation to Care Act responsibilities will be picked up by the City Council so risk sharing not applicable.

5.2 If the overspend exceeds the cap of £443,000, then each partner will pick up the overspend in relation to their schemes. Each partners exposure to the overspend in relation to the other partners schemes will be capped at the amounts detailed above.

5.3 The risk / benefit sharing arrangements in relation to the new iBCF monies will be held 100% by the City Council.

5.4 The risk / benefit sharing arrangements in relation to the Specific Capital Grant (Disabilities Facilities Grant) will be held 100% by the City Council.

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

7. Subject to any continuing obligations under any Service Contract entered into by either Partner, either Partner may give notice to terminate a Service or Individual Scheme where the Scheme Specification provides.

8. Each Partner will contribute to the demographic growth (£2,000,000) of the City Council. The split will be in line with the total revenue contribution to as detailed below.

Organisation	Percentage (%)	Contribution (£000)
CCG	56	1,120
CWC	44	880

This payment will be made to the Host Partner in the final payment (month 12) along with the Care Act. This will be reviewed on an annual basis.

SCHEDULE 5 - JOINT WORKING OBLIGATIONS

Part 1 - LEAD COMMISSIONER OBLIGATIONS

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

1. The Lead Commissioner shall notify the other Partners if it receives or serves:

1.1 a Change in Control Notice;

1.2 a Notice of an Event of Force Majeure;

1.3 a Contract Query;

1.4 Exception Reports

and provide copies of the same.

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;

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);

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;

without the prior approval of the other Partners (acting through the Partnership Board) 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.

Schedule 7 – Policy for the Management of Conflicts of Interest

1. Governance shall comply with the Nolan principles on public life, the relevant provisions of the Council's Code of Conduct for members and the CCG Code of Conduct for Governing Body Members and policies for managing conflicts of interest to the extent relevant.

2. No person may sit on the Partnership Board or otherwise be engaged in a decision with regard to the entering into of a Contract for Services where he / she has any personal / pecuniary interest, such as any financial or ownership interest in any body providing services in accordance with the definition of "Pecuniary Interest" within the constitution of the Council or the CCG's Policy for Declaring and Managing Interests.

3. Where it became apparent that an individual has such a personal or pecuniary interest, he / she will immediately disclose it to the Chair of the Partnership Board and take no further part in the discussions or determination of such item, except to the extent that this has been agreed by all other members of the Partnership Board in attendance.

Schedule 9 – Performance Measures

Performance shall be reported on a monthly basis in line with the requirements of Parts 2-5 of Schedule 2 in line with the metrics set out in the Better Care Fund Plan.