

**Dated**

**7 October 2015**

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**CENTRAL BEDFORDSHIRE COUNCIL**

**and**

**NHS BEDFORDSHIRE CLINICAL COMMISSIONING  
GROUP**

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

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**THIS AGREEMENT** is made on 7 October 2015

## **PARTIES**

- (1) **Central Bedfordshire Council (the "Council")**
- and**
- (2) **NHS Bedfordshire Clinical Commissioning Group (the "CCG")**

## **BACKGROUND**

- a) The Council has responsibility for commissioning and/or providing social care services on behalf of the population of Central Bedfordshire.
- b) The CCG has the responsibility for commissioning health services pursuant to the 2006 Act in the population of Central Bedfordshire within NHS Bedfordshire CCG.
- c) The BCF 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 BCF 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 CCGs 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 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;
  - d) shift resources from hospital-based care to more community-based care in order to secure improved health and experience including:
    - i. Reshaping our prevention and early intervention model – through an integrated approach to primary, secondary and tertiary provision to stop or reduce deterioration in health,
    - ii. Supporting people with long term conditions through multi-disciplinary working – focusing services around General Practice in locality networks and helping people to manage their own conditions in the community,

- iii. Expanding the range of services which support older people with frailty and disabilities – integrating the range of housing, mobility, carers and other services which wrap around older people with specific conditions and issues,
  - iv. Restructuring our integrated care pathways for those with urgent care needs – ensuring that these are seamless, clear and efficient to help deliver the clinical shift required to move care away from acute settings, where appropriate.
- g) The Partners shall complete consultations on the Schemes under this Agreement with all those persons and organisations likely to be affected by the arrangements as the Schemes develop.
- 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

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.

**Care Act** means the Care Act 2014

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

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

**Approved Expenditure** means any 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.

**BCF** means the BCF as described in NHS England Publications Gateway Ref. No.00314 and NHS England Publications Gateway Ref. No.00535 as relevant to the Partners.

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

**Calendar Year** means January – December, and will be the framework for delivery and performance management of the Schemes.

**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** 1 April 2015

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

- (a) which comprises Personal Data or Sensitive Personal Data or which relates to any patient or his treatment or medical history;
- (b) the release of which is likely to prejudice the commercial interests of a Partner or the interests of a Service User respectively; or
- (c) which is a trade secret.

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

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

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

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

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

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

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

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

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

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

**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.

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

**BCF Commissioning Board** means the board responsible for review of performance and oversight of this Agreement as set out in Schedule 2.

**Law** means:

- (a) any statute or proclamation or any delegated or subordinate legislation;
- (b) any enforceable community right within the meaning of Section 2(1) European Communities Act 1972;
- (c) any guidance, direction or determination with which the Partner(s) or relevant third party (as applicable) are bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Partner(s) or relevant third party (as applicable); and
- (d) any judgment of a relevant court of law which is a binding precedent in England.

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

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

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

**Month** means a calendar month.

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

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

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

**Non-Recurrent Payments** means funding provided by a Partner to a Pooled Fund in addition to the Financial Contributions pursuant to arrangements agreed in accordance with Clause [8.4].

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

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

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

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

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

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

**Pooled Fund Manager** means such officer of the Host Partner which includes a Section 113 Officer for the relevant Pooled Fund established under an Individual Scheme as is nominated by the Host Partner from time to time to manage the Pooled Fund in accordance with Clause [10].

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

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

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

1 April to 30 June

1 July to 30 September

1 October to 31 December

1 January to 31 March

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

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

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

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

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

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

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

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

**Service Users** means those 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 BCF Commissioning 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.

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

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.

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

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

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.

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.

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

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.

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.

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.

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**

This Agreement shall come into force on the Commencement Date.

This Agreement shall continue until it is terminated in accordance with Clause 22.

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:

- 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
- 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:

- treat each other with respect and an equality of esteem;
- be open with information about the performance and financial status of each; and
- provide early information and notice about relevant problems.

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

## **4 PARTNERSHIP FLEXIBILITIES**

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

- Lead Commissioning Arrangements;
- Joint (Aligned) Commissioning;
- the establishment of one or more Pooled Funds;
- in relation to Individual Schemes (the "Flexibilities").

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

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

4.4 Where the powers of a Partner to delegate any of its statutory powers or functions are restricted, such limitations will automatically be deemed to apply to the relevant Scheme Specification and the Partners shall agree arrangements designed to achieve the greatest

degree of delegation to the other Partner necessary for the purposes of this Agreement which is consistent with the statutory constraints.

## **5 FUNCTIONS**

- 5.1 The purpose of this Agreement is to establish a framework through which the Partners can secure the provision of health and social care services in accordance with the terms of this Agreement.
- 5.2 This Agreement shall include such functions as shall be agreed from time to time by the Partners.
- 5.3 Where the Partners add a new Individual Scheme to this Agreement a Scheme Specification for each Individual Scheme shall be in the form set out in Schedule 1 shall be completed and agreed between the Partners. The initial scheme specification is set out in Schedule 1 Part 2
- 5.4 The Partners shall not enter into a Scheme Specification in respect of an Individual Scheme unless they are satisfied that the Individual Scheme in question will improve health and well-being in accordance with this Agreement.
- 5.5 The introduction of any Individual Scheme will be subject to business case approval by the BCF Commissioning 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 endeavour to ensure that the NHS Functions and Health Related Functions are commissioned with all due skill, care and attention.
- 6.2 Both Partners shall be responsible for compliance with and making payments of all sums due to a Provider pursuant to the terms of each Service Contract.
- 6.3 Both Partners shall work in cooperation and endeavour to ensure that the relevant Services as set out in each Scheme Specification are commissioned within each Partners Financial Contribution in respect of that particular Service in each Financial Year.  
  
The Partners shall comply with the arrangements in respect of the Joint (Aligned) Commissioning as set out in the relevant Scheme Specification.
- 6.4 Each Partner shall keep the other Partners and the BCF Commissioning Board regularly informed of the effectiveness of the arrangements including the BCF and any Overspend or Underspend in a Pooled Fund or Non Pooled Fund.
- 6.5 The BCF Commissioning Board will report back to the Health and Wellbeing Board as required by its Terms of Reference.

### **Appointment of a Lead Commissioner**

- 6.7 Where there are Lead Commissioning Arrangements in respect of an Individual Scheme the Lead Commissioner shall:
  - exercise the NHS Functions in conjunction with the Health Related Functions as identified in the relevant Scheme Specification;

- endeavour to ensure that the NHS Functions and the Health Related Functions are funded within the parameters of the Financial Contributions of each Partner in relation to each particular Service in each Financial Year.
- commission Services for individuals who meet the eligibility criteria set out in the relevant Scheme Specification;
- contract with Provider(s) for the provision of the Services on terms agreed with the other Partners;
- comply with all relevant legal duties and guidance of both Partners in relation to the Services being commissioned;
- 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;
- undertake performance management and contract monitoring of all Service Contracts;
- make payment of all sums due to a Provider pursuant to the terms of any Services Contract;
- keep the other Partner and the Joint Adult Commission Board regularly informed of the effectiveness of the arrangements including the BCF and any Overspend or Underspend in a Pooled Fund or Non Pooled Fund.

## **7 ESTABLISHMENT OF A POOLED FUND**

- 7.1 In exercise of their respective powers under Section 75 of the 2006 Act, the Partners have agreed to establish and maintain such pooled funds for revenue expenditure as set out in the Scheme Specifications.
- 7.2 Each Pooled Fund shall be managed and maintained in accordance with the terms of this Agreement.
- 7.3 Subject to Clause 7.4 it is agreed that the monies held in a Pooled Fund may only be expended on the Contract Price (“Permitted Expenditure”) for the Schemes as set out at Schedule 1.
- 7.4 The Partners may only depart from the definition of Permitted Expenditure to include or exclude other revenue expenditure with the express written agreement of each Partner.
- 7.5 For the avoidance of doubt, monies held in the Pooled Fund may not be expended on Default Liabilities unless this is agreed by all Partners.
- 7.6 Pursuant to this Agreement, the Partners agree to appoint a Host Partner for each of the Pooled Funds set out in the Scheme Specifications. The Host Partner shall be the Partner responsible for:
- holding all monies contributed to the Pooled Fund on behalf of itself and the other Partners;
  - providing the financial administrative systems for the Pooled Fund;
  - appointing the Pooled Fund Manager; and

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

## **8 POOLED FUND MANAGEMENT**

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

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

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

- the day to day operation and management of the Pooled Fund;
- ensuring that all expenditure from the Pooled Fund is in accordance with the provisions of this Agreement and the relevant Scheme Specification;
- maintaining an overview of all joint financial issues affecting the Partners in relation to the Services and the Pooled Fund;
- ensuring that full and proper records for accounting purposes are kept in respect of the Pooled Fund;
- reporting to the BCF Commissioning Board as required by the BCF Commissioning Board and the relevant Scheme Specification;
- ensuring action is taken to manage any projected under or overspends relating to the Pooled Fund in accordance with this Agreement;
- preparing and submitting to the BCF Commissioning Board Quarterly reports (or more frequent reports if required by the Board) and an annual return about the income and expenditure from the Pooled Fund together with such other information as may be required by the Partners and the BCF Commissioning Board to monitor the effectiveness of the Pooled Fund and to enable the Partners to complete their own financial accounts and returns. The Partners agree to provide all necessary information to the Pooled Fund Manager in time for the reporting requirements to be met;
- preparing and submitting reports to the Health and Wellbeing Board as required by it, in consultation with colleagues working for each Partner.

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

8.4 The BCF Commissioning Board may agree to the viring of funds between Pooled Funds.

## **9 NON POOLED FUNDS**

9.1 For the purpose of this Agreement, there are no Non Pooled Funds.

## **10 FINANCIAL CONTRIBUTIONS**

- 10.1 The Financial Contribution of the CCG and the Council to any Pooled Fund or Non-Pooled Fund for the first Financial Year of operation of each Individual Scheme shall be as set out in the relevant Scheme Specification.
- 10.2 Financial contributions in future years for the CCG and the Council will be approved by the Health and Wellbeing Board and will take account of future national guidance on BCF contributions.
- 10.3 Financial Contributions will be paid as set out in each Scheme Specification.
- 10.4 With the exception of Clause 13, no provision of this Agreement shall preclude the Partners from making additional contributions of Non-Recurrent Payments to the Pooled Fund from time to time by mutual agreement. Any such additional contributions of Non-Recurrent Payments shall be explicitly recorded in BCF Commissioning Board minutes and recorded in the budget statement as a separate item.

## **11 NON FINANCIAL CONTRIBUTIONS**

- 11.1 The Scheme Specification shall set out non-financial contributions of each Partner including staff (including the Pooled Fund Manager), premises, IT support and other non-financial resources necessary to perform its obligations pursuant to this Agreement (including, but not limited to, management of service contracts and the Pooled Fund).

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

### **Risk Share Arrangements**

- 12.1 The partners have agreed risk share arrangements as set out in Schedule 3, which provide for financial risks arising within the commissioning of services from the pooled funds and the financial risk to the pool arising from the payment for performance element of the BCF.

### **Overspends in Pooled Fund**

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

### **Overspends in Non Pooled Funds**

- 12.5 For the purpose of this Agreement there are no Non Pooled Funds.



## **Underspend**

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

## **13 CAPITAL EXPENDITURE**

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

## **14 VAT**

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

## **15 AUDIT AND RIGHT OF ACCESS**

- 15.1 All Partners shall promote a culture of probity and sound financial discipline and control. The Host Partner shall arrange for the audit of the accounts of the relevant Pooled Fund and shall require the Audit Commission to make arrangements to certify an annual return of those accounts under Section 28(1) of the Audit Commission Act 1998.
- 15.2 All internal and external auditors and all other persons authorised by the Partners will be given the right of access by them to any document, information or explanation they require from any employee, member of the Partner in order to carry out their duties. This right is not limited to financial information or accounting records and applies equally to premises or equipment used in connection with this Agreement. Access may be at any time without notice, provided there is good cause for access without notice.

## **16 LIABILITIES AND INSURANCE AND INDEMNITY**

- 16.1 Subject to Clause 16.2, and 16.3, if a Partner ("First Partner") incurs a Loss arising out of or in connection with this Agreement or the Services Contract as a consequence of any act or omission of another Partner ("Other Partner") which constitutes negligence, fraud or a breach of contract in relation to this Agreement or the Services Contract then the Other Partner shall be liable to the First Partner for that Loss and shall indemnify the First Partner accordingly.
- 16.2 Clause 16.1 shall only apply to the extent that the acts or omissions of the Other Partner contributed to the relevant Loss. Furthermore, it shall not apply if such act or omission occurred as a consequence of the Other Partner acting in accordance with the instructions or requests of the First Partner or the BCF Commissioning Board.
- 16.3 If any third party makes a claim or intimates an intention to make a claim against either Partner, which may reasonably be considered as likely to give rise to liability under this Clause 16. the Partner that may claim against the other indemnifying Partner will:
- 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;
  - 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);

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

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

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

## **17 STANDARDS OF CONDUCT AND SERVICE**

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

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

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

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

## **18 CONFLICTS OF INTEREST**

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

18.2 The Partners are under a general duty to identify any conflicts of interest arising under this Agreement and if a Partner becomes aware of any conflict of interest which is likely to have an adverse effect on the other Partner then the Partner aware of the conflict must immediately declare it to the other and the Partners shall seek the direction of the Health and Wellbeing Board in relation to the management of such conflict of interest.

## **19 GOVERNANCE**

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

- 19.2 The Health and Wellbeing Board has agreed to use the BCF Commissioning Board to:
- (a) Oversee the development of this Agreement and the development of Agreements in future years;
  - (b) Receive updates from the Pooled Fund Manager and make appropriate recommendations on use of the Pooled Funds;
  - (c) Update the Health and Wellbeing Board as appropriate to ensure democratic oversight of the use of the BCF.
- 19.3 Updates for the BCF Commissioning Board will be prepared by the Pooled Fund Manager in consultation with colleagues working for each Partner.
- 19.4 The BCF Commissioning Board is based on a joint working group structure. Each member of the BCF Commissioning Board shall be an officer of one of the Partners and will have individual delegated responsibility from the Partner employing them to make decisions which enable the BCF Commissioning Board to carry out its objects, roles, duties and functions as set out in this Clause 19 and Schedule 2.
- 19.5 The terms of reference of the BCF Commissioning Board shall be as set out in Schedule 2.
- 19.6 Each Partner has secured internal reporting arrangements to ensure the standards of accountability and probity required by each Partner's own statutory duties and organisation are complied with.
- 19.7 The Health and Wellbeing Board shall be responsible for the overall approval of the Individual Services, ensuring compliance with the BCF Plan and the strategic direction of the BCF, with the BCF Commissioning Board leading on delivery of the Schemes.
- 19.8 Each Individual Scheme Schedule shall confirm the governance arrangements in respect of the Individual Service and how that Individual Service is reported to the BCF Commissioning Board and Health and Wellbeing Board.
- 19.9 Each Individual Scheme shall confirm the governance arrangements in respect of the Individual Service and how that Individual Services is reported to the BCF Commissioning Board and Health and Wellbeing Board.

## **20 REVIEW**

- 20.1 Save where the BCF Commissioning Board agree alternative arrangements (including alternative frequencies) the Partners shall undertake an annual review ("**Annual Review**") of the operation of this Agreement, any [Pooled Fund, Non Pooled Fund and Aligned Fund] and the provision of the Services within 3 Months of the end of each Financial Year.
- 20.2 Subject to any variations to this process required by the BCF Commissioning Board, Annual Reviews shall be conducted in good faith and, where applicable, in accordance with the governance arrangements set out in Schedule 2.
- 20.3 The Partners shall within 20 Working Days of the annual review prepare a joint annual report documenting the matters referred to in this Clause 20. A copy of this report shall be provided to the BCF Commissioning Board.
- 20.4 In the event that the Partners fail to meet the requirements of the BCF Plan and NHS England the Partners shall provide full co-operation with NHS England to agree a recovery plan.

## **21 COMPLAINTS**

- 21.1 During the term of the Agreement, the Partners will develop and operate a joint complaints system. The application of a joint complaints system will be without prejudice to a complainant's right to use either of the Partners' statutory complaints procedures where applicable.
- 21.2 Prior to the development of a joint complaints system or after the failure or suspension of any such joint complaints system the following will apply:
- where a complaint wholly relates to one or more of the Council's Health Related Functions it shall be dealt with in accordance with the statutory complaints procedure of the Council;
  - where a complaint wholly relates to one or more of the CCG's NHS Functions, it shall be dealt with in accordance with the statutory complaints procedure of the CCG;
  - where a complaint relates partly to one or more of the Council's Health Related Functions and partly to one or more of the CCG's NHS Functions then a joint response will be made to the complaint by the Council and the CCG, in line with local joint protocol;
  - where a complaint cannot be handled in any way described above or relates to the operation of the arrangements made pursuant to this Agreement or the content of this Agreement, then the BCF Commissioning Board will set up a complaints subgroup to examine the complaint and recommend remedies. All complaints shall be reported to the BCF Commissioning Board.

## **22 TERMINATION & DEFAULT**

- 22.1 This Agreement may be terminated by any Partner giving not less than 3 Months' notice in writing to terminate this Agreement provided that such termination shall not take effect prior to the termination or expiry of all Individual Schemes.
- 22.2 Each Individual Scheme may be terminated in accordance with the terms set out in the relevant Scheme Specification provided that the Partners ensure that the BCF requirements continue to be met.
- 22.3 If any Partner ("Relevant Partner") fails to meet any of its obligations under this Agreement, the other Partners (acting jointly) may by notice require the Relevant Partner to take such reasonable action within a reasonable timescale as the other Partners may specify to rectify such failure. Should the Relevant Partner fail to rectify such failure within such reasonable timescale, the matter shall be referred for resolution in accordance with Clause 23.
- 22.4 Termination of this Agreement (whether by effluxion of time or otherwise) shall be without prejudice to the Partners' rights in respect of any antecedent breach and the provisions of this Agreement.
- 22.5 In the event of termination of this Agreement, the Partners agree to cooperate to ensure an orderly wind down of their joint activities and to use their best endeavours to minimise disruption to the health and social care which is provided to the Service Users.

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

- 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;
- 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;
- the Lead Commissioner shall make reasonable endeavours to amend or terminate a Service Contract (which shall for the avoidance of doubt not include any act or omission that would place the Lead Commissioner in breach of the Service Contract) where the other Partner requests the same in writing. Provided that the Lead Commissioner shall not be required to make any payments to the Provider for such amendment or termination unless the Partners shall have agreed in advance who shall be responsible for any such payment.
- where a Service Contract held by a Lead Commissioner relates all or partially to services which relate to the other Partner's Functions then provided that the Service Contract allows the other Partner may request that the Lead Commissioner assigns the Service Contract in whole or part upon the same terms mutatis mutandis as the original contract.
- the BCF Commissioning 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
- Termination of this Agreement shall have no effect on the liability of any rights or remedies of either Partner already accrued, prior to the date upon which such termination takes effect.

22.7 In the event of termination in relation to an Individual Scheme the provisions of Clause 22.6 shall apply, once the necessary changes have been made, in relation to the Individual Scheme (as though references as to this Agreement were to that Individual Scheme).

## **23 DISPUTE RESOLUTION**

23.1 In the event of a dispute between the Partners arising out of this Agreement, either Partner may serve written notice of the dispute on the other Partner, setting out full details of the dispute. The Partners shall use reasonable endeavours to settle amicably any dispute arising in connection with this Agreement.

23.2 The Authorised Officers from all Partners shall meet in good faith within seven 7 days (or within such other period as the Authorised Officers consider appropriate) of notice of the dispute being served pursuant to Clause 23.1, at a meeting convened for the purpose of resolving the dispute.

23.3 If the dispute remains after the meeting detailed in Clause 23.2 has taken place, the Partners' respective Directors or nominees shall meet in good faith within fourteen 14 days (or within such other period as their respective Directors or nominees consider appropriate) of the date of the meeting, for the purpose of resolving the dispute.

- 23.4 If the dispute remains after the meeting detailed in Clause 23.3 has taken place, then the Partners will attempt to settle such dispute by mediation in accordance with the CEDR Model Mediation Procedure or any other model mediation procedure as agreed by the Partners. To initiate mediation, either Partner may give notice in writing (a "Mediation Notice") to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organisation as agreed by the Partners asking them to nominate a mediator. The mediation shall commence within twenty (20) Working Days of the Mediation Notice being served. Neither Partner will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one (1) hour. Thereafter, paragraph 14 of the Model Mediation Procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the Partners). The Partners will co-operate with any person appointed as mediator, providing him with such information and other assistance as he shall require and will pay his costs as he shall determine or in the absence of such determination such costs will be shared equally.
- 23.5 Nothing in the procedure set out in this Clause 23 shall in any way affect either Partner's right to terminate this Agreement in accordance with any of its terms or take immediate legal action.

## **24 FORCE MAJEURE**

- 24.1 Neither Partner shall be entitled to bring a claim for a breach of obligations under this Agreement by the other Partner or incur any liability to the other Partner for any losses or damages incurred by that Partner to the extent that a Force Majeure Event occurs and it is prevented from carrying out its obligations by that Force Majeure Event.
- 24.2 On the occurrence of a Force Majeure Event, the Affected Partner shall notify the other Partner as soon as practicable. Such notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Partner and any action proposed to mitigate its effect.
- 24.3 As soon as practicable, following notification as detailed in Clause 24.2, the Partners shall consult with each other in good faith and use all best endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and, subject to Clause 24.4, facilitate the continued performance of the Agreement.
- 24.4 If the Force Majeure Event continues for a period of more than sixty (60) days, either Partner shall have the right to terminate the Agreement by giving fourteen (14) days written notice of termination to the other Partner. For the avoidance of doubt, no compensation shall be payable by either Partner as a direct consequence of this Agreement being terminated in accordance with this Clause.

## **25 CONFIDENTIALITY**

- 25.1 In respect of any Confidential Information a Partner receives from another Partner (the "**Discloser**") and subject always to the remainder of this Clause 25, each Partner (the "**Recipient**") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:
- 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
  - the provisions of this Clause 25 shall not apply to any Confidential Information which:
  - is in or enters the public domain other than by breach of the Agreement or other act or omission of the Recipient; or

- is obtained by a third party who is lawfully authorised to disclose such information.

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

25.3 Each Partner:

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

## **26 FREEDOM OF INFORMATION AND ENVIRONMENTAL PROTECTION REGULATIONS**

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

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

## **27 OMBUDSMEN**

27.1 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.

## **28 INFORMATION SHARING**

28.1 The Partners will follow the Information Governance Protocol set out in schedule 3, and in so doing will ensure that the operation this Agreement complies comply with Law, in particular the 1998 Act.

## **29 NOTICES**

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

- personally delivered, at the time of delivery;
- sent by facsimile, at the time of transmission;

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

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

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

- if to the Council, addressed to the Director of Social Care, Health and Housing, Central Bedfordshire Council, Priory House, Monks Walk, Chicksands, Shefford, Bedfordshire. SG17 5TQ;

Tel: 0300 300 4221

Email: [julie.ogley@centralbedfordshire.gov.uk](mailto:julie.ogley@centralbedfordshire.gov.uk)

and

- if to the CCG, addressed to the Chief Accountable Officer, NHS Bedfordshire Clinical Commissioning Group, Capability House, Wrest Park, Silsoe, MK45 4HR;

Tel: 01525 864430

Email: [nick.robinson@bedfordshireccg.nhs.uk](mailto:nick.robinson@bedfordshireccg.nhs.uk)

## **30 VARIATION**

30.1 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.

## **31 CHANGE IN LAW**

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

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

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



## **32 WAIVER**

32.1 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.

## **33 SEVERANCE**

33.1 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.

## **34 ASSIGNMENT AND SUB CONTRACTING**

34.1 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.

## **35 EXCLUSION OF PARTNERSHIP AND AGENCY**

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

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

- act as an agent of the other;
- make any representations or give any warranties to third parties on behalf of or in respect of the other; or
- bind the other in any way.

## **36 THIRD PARTY RIGHTS**

36.1 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.

## **37 ENTIRE AGREEMENT**

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

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

## **38 COUNTERPARTS**

- 38.1 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.

## **39 GOVERNING LAW AND JURISDICTION**

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

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

THE CORPORATE SEAL of **THE** )  
**COUNCIL** )

was hereunto affixed in the presence )  
of: )

Signed for on behalf of **NHS**  
**BEDFORDSHIRE CCG**

\_\_\_\_\_  
Authorised Signatory

## **SCHEDULE 1 – SCHEME SPECIFICATION**

### **Scheme One - Transforming Primary Care**

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 Transforming primary care is a key component of delivering person centred; locality based integrated health and social care with a focus on prevention and self-care. It is fundamental to responding to a rapidly growing and ageing population.

1.2 This BCF scheme includes three key projects:

- Prevention and Early Intervention;
- Long-term conditions management in primary care;
- Accountable Lead Professional/General Practice (GP) Federations.

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

##### **2.1 Prevention**

2.1.1 To ensure that a range of services are in place that:

- Prevent or delay the deterioration of wellbeing resulting for ageing, illness or disability;
- Promote independence;
- Delay the need for more costly and intensive services.

##### **2.2 Long-term conditions management in primary care**

2.2.1 To ensure that a range of services are in place that:

- Prevent or delay the deterioration of wellbeing resulting for ageing, illness or disability;
- Promote independence;
- Delay the need for more costly and intensive services.

##### **2.3 Accountable Lead Professional/GP Federations**

2.3.1 To provide:

- Person-centred, coordinated health and social care tailored to the needs and preferences of the individual, their carer and family.

#### **3 THE ARRANGEMENTS**

3.1 The scheme will be commissioned through 'Joint/Aligned Commissioning' arrangements. Both partners shall jointly commission the services.

## 4 FUNCTIONS

- 4.1 The CCG and Council shall exercise Health Related Functions and where relevant the NHS functions of the CCG.
- 4.2 In accordance with and subject to clause 19 and Schedule 2 (Governance) of the Section 75 Agreement between the Partners the BCF Commissioning Board will have delegated authority to take decisions regarding the commissioning of additional services within the scheme and changes to existing services including removal of services from the Schedule where appropriate. The BCF Commissioning Board contains equal voting rights for CCG and the Council.
- 4.3 The BCF Commissioning Board will also be responsible for monitoring the contribution to the attainment of BCF performance metrics of individual services within the scheme and of taking appropriate action on this basis.

## 5 SERVICES

- 5.1 This Scheme will see the development of the following:
  - 5.1.1 The development of **lifestyle hubs** which will allow patients to access the support of a lifestyle advisor who delivers motivational interviewing to determine the most appropriate referral route and support, as well as agreeing an action plan. This is a joint venture between public health, BCCG and Adult Social Care;
  - 5.1.2 Increasing **Making Every Contact Count** further across the health, social care and voluntary sector workforce to ensure that people are given brief intervention and signposted to further advice on healthy lifestyles and good mental health. This is delivered by Public Health;
  - 5.1.3 Exploring the costs and benefits of an **Older Persons Healthcheck** (over 75s) by expanding on the current NHS Healthchecks model and introducing a more holistic assessment of risk and need. This will be led by public health but in very close collaboration with BCCG and Adult Social Care;
  - 5.1.4 Providing increased **early identification of harmful drinking** through the use of validated tools, a new web based resource and MECC. To then provide brief advice from Community Alcohol Liaison Workers and treatment from a specialist provider, including an intensive outreach worker for those who attend A&E regularly as a result of their alcohol consumption. The level of alcohol related admissions is increasing in Central Bedfordshire due to the long term impacts of harmful drinking, so the initial target is to halt the rise and then reduce it. The work is led by Public Health;
  - 5.1.5 **Reducing Social Isolation and Loneliness** through the delivery of schemes such as silver line, village care schemes and befriending. This work is led by Adult Social Care;
  - 5.1.6 Increase the uptake of **flu vaccinations** in all target groups to reduce the number of emergency admissions related to flu. This work is led by the Local Area Team.
- 5.2 Future commissioning arrangements, revised service specifications and budget arrangements will be approved by the BCF Commissioning Board.
- 5.3 Generally beneficiaries of the services will be Central Bedfordshire residents registered with a Bedfordshire CCG GP.

## 6 COMMISSIONING, CONTRACTING, ACCESS

### 6.1 Commissioning Arrangements

6.1.1 The CCG will be responsible for commissioning Health orientated provision (as detailed in 4.1), the Council for Social Care orientated provision. In all cases the BCF Commissioning Board will be required to approve commissioning and spend. Where services are fully integrated in the future the BCF Commissioning Board will be responsible for determining the appropriate lead commissioner, or integrated commissioning arrangements.

6.1.2 Financial Contributions will be paid as set out in each schedule.

### 6.2 Contracting Arrangements

6.2.1 The table below outlines which providers the CCG and Council hold contracts with for this scheme. The Council is responsible for services within the scheme which it directly delivers in accordance with the requirements of the relevant service specification.

Contract Holder (Commissioner)	Service	Provider
Council	Lifestyle Hubs	Bedford Hospital Dietetic Service
Council	Making Every Contact Count	Council
Council	Older People Heathchecks	GP
Council	Increased early identification of harmful Drinking	CAN to 31 <sup>st</sup> August 2015 ELFT from 1 <sup>st</sup> September 2015
Council	Reducing social isolation and loneliness	Council
Council	Increase uptake of flu vaccinations	GP
BCCG	Long term Conditions Management in Primary Care	GP
BCCG	Accountable Lead Professional/GP Federation	GP

6.2.2 Budgets and key performance measures (linked to delivery of national BCF metrics) for each individual service within the scheme will be agreed by both partners through the BCF Commissioning Board.

6.2.3 Any changes to contracts relating to this scheme must be agreed with the BCF Commissioning Board.

6.1.4 Any changes to the contractual arrangements will be made in accordance with procurement legislation, other relevant Law and the Partner's respective financial and contracting regulations.

## 7 ACCESS

7.1 Services are accessible to all Central Bedfordshire residents registered with a Bedfordshire CCG GP.

## **8 FINANCIAL CONTRIBUTIONS**

### **8.1 Financial Year 2015/2016**

	<b>CCG contribution</b>	<b>Council Contribution</b>
Transforming Primary Care	£78,000	£12,000

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

## **9 FINANCIAL GOVERNANCE ARRANGEMENTS**

### **9.1 Management of the Pooled Fund**

9.1.1 The Pooled Fund will be hosted by the Council and the Pooled Fund Manager will be the Assistant Director Resources, who has delegated authority from the CCG and Council through the joint post arrangements;

9.1.2 The Council as the host partner will be responsible for monitoring and reporting on the Pooled Fund as outlined in Schedule 3 – Risk Share and Overspends;

9.1.3 Contributions will be established at the commencement of the financial year. The overall level of contributions to the Pooled Fund may be increased to reflect service developments. Any material requests to vary the Pooled Fund will need to be recommended to and formally agreed by the BCF Commissioning Board in accordance with the terms of this agreement and the constitutional and financial regulations of each of the partners;

9.1.4 Eligibility criteria for each of the services within this scheme are as per the individual service specifications.

### **9.2 Variations to the pooled fund**

9.2.1 It is expected that partners will endeavour to maintain expenditure against the Pooled Fund line with their agreed levels of contribution for the financial year and the agreed contract value and or permitted budget;

9.2.2 Any identified pooled fund under-spends may be carried over into the next years pooled fund in accordance with the Section 75 pooled budget funding arrangements and as agreed and recorded by Partners at the BCF Commissioning Board;

9.2.3 Any identified pooled fund over-spends shall be the sole liability of each Partner as indicated by Section 8 above unless agreed otherwise by the BCF Commissioning Board.

9.2.4 Throughout the year the BCF Commissioning Board will need to monitor and review spend against the pooled fund and will monitor and manage any over-spend to ensure the pooled fund is maintained within available resources.

## 10 Audit Arrangements

### 10.2 All:

10.1.1 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 make arrangements to certify an annual return of those accounts;

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

## 11 VAT

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

## 12 GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP

12.1 The BCF Operational Delivery Group will be responsible for reviewing performance of this scheme and the individual services within it in relation to the contribution it makes to attainment of BCF metrics.

12.2 The Assistant Director of Resources will be responsible for reporting as the Pooled Fund Manager to the BCF Commissioning Board.

12.3 The lead for the development of services within this scheme will be the commissioning managers in the CCG and the Council. Oversight will be provided by the BCF Operational Delivery Group.

## 13 NON FINANCIAL RESOURCES

Council contribution	Details	Charging arrangements	Comments
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Premises

Assets and equipment  
Contracts

Central support services

Project Manager  
0.25 wte

N/A

FOC

CCG Contribution	Details	Charging arrangements	Comments
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Premises

Assets and equipment  
Contracts



CCG Contribution	Details	Charging arrangements	Comments
Central support services	Project Manager 0.25 wte	N/A	FOC

## 14 STAFF

- 14.1 Staff responsible for delivering the scheme will be based in the organisations currently responsible for delivering each individual service. Any commissioning decisions taken which will impact on employment of staff will need to factor in TUPE and over terms and conditions of employment issues as part of the process. All commissioning decisions will be made through the BCF Commissioning Board.

## 15 ASSURANCE AND MONITORING

- 15.1 The BCF Operational Delivery Group will establish and monitor performance measures for each individual service relating to the contribution to BCF performance metrics. This group will meet on a monthly basis and will produce a performance dashboard report to the BCF Commissioning Board on a quarterly basis.
- 15.2 Key performance indicators (KPI) and outcomes will be developed for each of the schemes and sub schemes. For lifestyle hubs this will include the number of people accessing the service, and improvements in key lifestyle indicators including increases in: physical activity, uptake of weight loss programmes, uptake of smoking cessation programmes. Improved clinical outcomes e.g. BMI, reduced blood pressure.

## 16 LEAD OFFICERS

Partner	Name of Lead Officer	Address	Telephone Number	Email Address
Council	Celia Shohet	Priory House, Monks Walk, Chicksands, Shefford. SG17 5TQ	0300 300 4578	celia.shohet@centralbedfordshire.gov.uk
CCG	Michelle Bradley	Capability House, Wrest Park, Silsoe, Bedfordshire. MK45 4HR	01525 864430 Ext 5836	michelle.bradley@bedfordshireccg.nhs.uk

## 17 INTERNAL APPROVALS

- 17.1 The BCF Commissioning Board will have delegated authority to make key decisions in respect of local authority spend.

## **18 RISK AND BENEFIT SHARE ARRANGEMENTS**

- 18.1 The partners have agreed risk share arrangements as set out in Schedule 3, which provide for financial risks arising within the commissioning of services from the pooled funds and the financial risk to the pool arising from the payment for performance element of the BCF.

## **19 REGULATORY REQUIREMENTS**

- 19.1 Any regulatory requirements pertaining to services within this scheme will be detailed within the relevant service specification.

## **20 INFORMATION SHARING AND COMMUNICATION**

- 20.1 The Commissioners and Providers of services within this scheme will follow the agreed Bedfordshire Information sharing governance protocol as set out in Schedule 3.

## **21 DURATION AND EXIT STRATEGY**

- 21.1 Should any of the partners wish to vary or terminate any service within this scheme approval should be obtained from the BCF Commissioning Board.
- 21.2 The BCF Commissioning Board will be responsible for agreeing the exit strategy to be undertaken, should it be determined that an individual service will be terminated, until such a decision is taken service contracts will be funded by the Lead Commissioner.

## **Scheme Two - Integrated rapid response for people with long term conditions and the frail elderly**

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 To develop locality based models that provide an integrated rapid response to urgent health and/or social needs as an integrated team, implementing an integrated/ coordinated care plan.
- 1.2 These services will support people with long term conditions and the frail elderly, and comprise the following:
  - Caring Together Project (Demonstrator project);
  - Community Beds;
  - Acute services in the community – Hospital at Home, Specialist Nurses (neurology);
  - Paediatric Urgent care;
  - Integration of OT Services;
  - Integration of rehab and reablement;
  - Prevention and Promoting Independence partnership.

### **2 AIMS AND OUTCOMES**

- 2.1 The overall aims of the schemes are to reshape the way in which care is provided and delivered in order to:
  - Place the patient at the centre of their care;
  - Deliver safe care in the right setting, at the right time;
  - Support independence and self-care;
  - Reduce avoidable hospital admissions;
  - Reduce hospital and institutional length of stay;
  - Reduce the number of patients discharged into permanent institutional care settings.

### **3 THE ARRANGEMENTS**

- 3.1 The CCG and Council shall exercise Health Related Functions and where relevant the NHS functions of the CCG.

### **4 FUNCTIONS**

- 4.1 In accordance with and subject to clause 10 and Schedule 2 (Governance) of the Section 75 Agreement between the Partners the BCF Commissioning Board will have delegated authority to take decisions regarding the commissioning of additional services within the scheme and changes to existing services including removal of services from the Schedule where appropriate. The BCF Commissioning Board contains equal voting rights for CCG and the Council.

- 4.2 The BCF Commissioning Board will also be responsible for monitoring the contribution to the attainment of BCF performance metrics of individual services within the scheme and of taking appropriate action on this basis.

## 5 SERVICES

- 5.1 This Scheme shall develop the following:

5.1.1 The development of **locality based models** that provide an integrated rapid response to urgent health and/or social needs as an integrated team, implementing an integrated/ coordinated care plan. This will involve integrating and co-locating current crisis response teams into clusters. The team will be contactable by a SPOC, (one number for crisis response) and aligned to a group of GP practices and each cluster will have a named elderly care consultants (for the 75+ patient cohort). The care of the elderly consultant and hospital at home team will provide additional expertise and support primary care to care for complex elderly patients in their homes or through rapid access clinics;

5.1.2 The aim of the **Paediatric Urgent Care project** is to reduce A&E attendances and admissions for children and young people with lower respiratory tract infection. This will be achieved through a targeted approach to groups of the community i.e. parents and carers of children and young people and, if identified, those GP's with higher rates of the A&E attendances;

5.1.3 The strategic objective of the **Integrated Rehabilitation and Reablement scheme** is to establish in the 4 primary care localities in Central Bedfordshire a co-located health and social care team to facilitate an integrated rehabilitation & reablement service;

5.1.4 Currently across Central Bedfordshire Occupational Therapy Services are directly provided by The Council and by Commissioned arrangements by the South Essex Partnership University NHS Foundation Trust (SEPT). When fully implemented the **Integrated Occupational Therapy Service** will provide Central Bedfordshire residents with a seamless, integrated service delivering high quality, person centred services, with a single point of contact/access and an early triage process to ensure residents receive the right services at the right time and from the most appropriate resources;

5.1.5 The objectives of the **Prevention and Promoting Independence Partnership** are to:

- Work holistically to promote Health and Well Being and positive lifestyle choices at every opportunity, making every contact count,
- Encourage individuals to be independent and manage their own health and care, take responsibility for decisions and plan for the future,
- Develop accessible information and advice to support individuals and carers to make informed choice,
- Provide targeted support and information at key life stages and events at the appropriate time to prevent or delay the need for care and support or further deterioration,
- Use resources across the whole system more effectively and efficiently to maximise investment in prevention and early intervention.

- 5.2 Future commissioning arrangements, revised service specifications and budget arrangements will be approved by the Programme Board.

5.3 Generally beneficiaries of the services will be Central Bedfordshire residents registered with a Bedfordshire CCG GP.

## 6 COMMISSIONING, CONTRACTING, ACCESS

### 6.1 Commissioning Arrangements

6.1.1 The CCG will be responsible for commissioning Health orientated provision (as detailed in 4.1), the Council for Social Care orientated provision. In all cases the BCF Commissioning Board will be required to approve commissioning and spend. Where services are fully integrated in the future the BCF Commissioning Board will be responsible for determining the appropriate lead commissioner, or integrated commissioning arrangements.

6.1.2 Financial Contributions will be paid as set out in each schedule.

### 6.2 Contracting Arrangements

6.2.1 The table below outlines which providers the CCG and Council hold contracts with for this scheme. The Council is responsible for services within the scheme which it directly delivers in accordance with the requirements of the relevant service specification.

Contract Holder (Commissioner)	Service	Provider
BCCG	Locality Based Models	Bedford Hospital, Lister Hospital, Milton Keynes Hospital, Luton and Dunstable Hospital, Addenbrookes Hospital, Buckinghamshire Hospital. South Essex Partnership Trust (SEPT) – Community health services, Cambridge Community Health Services.
BCCG	Paediatric Urgent Care	All acute Trusts delivering care to CBC residents: main acute providers are Bedford Hospital, Luton & Dunstable Hospital, North Herts Trust Hospital. South Essex Partnership Trust (SEPT) – Community Health Services, Cambridge Community Health Services.  Commissioners: BCCG, Local Area Team
CBC, BCCG	Integrated Rehabilitation and Reablement Service	Providers: SEPT Rehabilitation & Enablement services, SEPT Rapid Intervention Team, Central Bedfordshire Community Reablement
CBC	Integrated Occupational Therapy Service	The Council, South Essex Partnership University NHS Foundation Trust (SEPT). Commissioners: CBC, BCCG

CBC	Prevention and Promoting Independence Partnership	The Council: Community and voluntary service organisations (various)
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6.2.2 Budgets and key performance measures (linked to delivery of national BCF metrics) for each individual service within the scheme will be agreed by both partners through the BCF Commissioning Board.

6.2.3 Any changes to contracts relating to this scheme must be agreed with the BCF Commissioning Board.

6.2.4 Any changes to the contractual arrangements will be made in accordance with procurement legislation, other relevant Law and the Partner's respective financial and contracting regulations.

## 7 ACCESS

7.1 Services are accessible to all Central Bedfordshire residents registered with a Bedfordshire CCG GP.

## 8 FINANCIAL CONTRIBUTIONS

8.1 Financial Year 2015/2016

	CCG contribution	Council Contribution
Integrated rapid response for people with long term conditions and the frail elderly	£5,463,000	£1,681,000

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

## 9 FINANCIAL GOVERNANCE ARRANGEMENTS

### 9.1 Management of the Pooled Fund

9.1.1 The Pooled Fund will be hosted by the Council and the Pooled Fund Manager will be the Assistant Director Resources, who has delegated authority from the CCG and Council through the joint post arrangements;

9.1.2 The Council as the host partner will be responsible for monitoring and reporting of the Pooled Fund as outlined in Schedule 3 – Risk Share and Overspends;

9.1.3 Contributions will be established at the commencement of the financial year. The overall level of contributions to the Pooled Fund may be increased to reflect service developments. Any material requests to vary the Pooled Fund will need to be recommended to and formally agreed by the BCF Commissioning Board in accordance with the terms of this agreement and the constitutional and financial regulations of each of the partners;

9.1.4 Eligibility criteria for each of the services within this scheme are as per the individual service specifications.

## **9.2 Variations to the pooled fund**

- 9.2.1 It is expected that partners will endeavour to maintain expenditure against the Pooled Fund line with their agreed levels of contribution for the financial year and the agreed contract value and or permitted budget;
- 9.2.2 Any identified pooled fund under-spends may be carried over into the next years pooled fund in accordance with the Section 75 pooled budget funding arrangements and as agreed and recorded by Partners at the BCF Commissioning Board;
- 9.2.3 Any identified pooled fund over-spends shall be the sole liability of each Partner as indicated by Section 8 above unless agreed otherwise by the BCF Commissioning Board;
- 9.2.4 Throughout the year the BCF Commissioning Board will need to monitor and review spend against the pooled fund and will monitor and manage any over-spend to ensure the pooled fund is maintained within available resources.

## **10 AUDIT ARRANGEMENTS**

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

## **11 VAT**

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

## **12 GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP**

- 12.1 The BCF Operational Delivery Group will be responsible for reviewing performance of this scheme and the individual services within it in relation to the contribution it makes to attainment of BCF metrics.
- 12.2 The Assistant Director of Resources will be responsible for reporting as the Pooled Fund Manager to the BCF Commissioning Board.
- 12.3 The lead for the development of services within this scheme will be the commissioning managers in the CCG and the Council. . Oversight will be provided by the BCF Operational Delivery Group.

### 13 NON FINANCIAL RESOURCES

Council contribution	Details	Charging arrangements	Comments
Premises			
Assets and equipment			
Contracts			
Central support services	Project Manager 0.25 wte	N/A	FOC

CCG Contribution	Details	Charging arrangements	Comments
Premises			
Assets and equipment			
Contracts			
Central support services	Project Manager 0.25 wte	N/A	FOC

### 14 STAFF

14.1 Staff responsible for delivering the scheme will be based in the organisations currently responsible for delivering each individual service. Any commissioning decisions taken which will impact on employment of staff will need to factor in TUPE and over terms and conditions of employment issues as part of the process. All commissioning decisions will be made through the BCF Commissioning Board.

### 15 ASSURANCE AND MONITORING

15.1 The BCF Operational Delivery Group will establish and monitor performance measures for each individual service relating to the contribution to BCF performance metrics. This group will meet on a monthly basis and will produce a performance dashboard report to the BCF Commissioning Board on a quarterly basis.

15.2 Key performance indicators (KPI) and outcomes will be developed for each of the schemes and sub schemes. For the Caring Together (Demonstrator) Project, Community Beds and Acute Services in the Community, these will include reduction in numbers of:

- A&E attendances and of admissions;
  - avoidable emergency admissions;
  - average LOS;
  - excess bed days;
  - emergency readmissions within 30 days;
- and:
- Deaths in preferred place of residence;
  - Number of patients – step up hospital at home, community beds;
  - Number of patients – step down hospital at home, community beds.



- 15.3 In relation to Pediatric Urgent Care, the KPI will be the reduction in admissions for children with lower respiratory tract infection.

## 16 LEAD OFFICERS

Partner	Name of Lead Officer	Address	Telephone Number	Email Address
Council	Stuart Mitchelmore	Houghton Lodge, Houghton Close, Amphill, Bedfordshire. MK45 2TG	0300 300 4796	Stuart.mitchelmore@centralbedfordshire.gov.uk
CCG	Michelle Bradley	Capability House, Wrest Park, Silsoe, Bedfordshire. MK45 4HR	01525 864430 Ext 5836	michelle.bradley@bedfordshireccg.nhs.uk

## 17 INTERNAL APPROVALS

- 17.1 The BCF Commissioning Board will have delegated authority to make key decisions in respect of local authority spend.

## 18 RISK AND BENEFIT SHARE ARRANGEMENTS

- 18.1 The partners have agreed risk share arrangements as set out in Schedule 3, which provide for financial risks arising within the commissioning of services from the pooled funds and the financial risk to the pool arising from the payment for performance element of the BCF.

## 19 REGULATORY REQUIREMENTS

- 19.1 Any regulatory requirements pertaining to services within this Scheme will be detailed within the relevant service specification.

## 20 INFORMATION SHARING AND COMMUNICATION

- 20.1 The Commissioners and Providers of services within this scheme will follow the agreed Bedfordshire Information Sharing Governance Protocol as set out in Schedule 2.

## 21 DURATION AND EXIT STRATEGY

- 21.1 Should any of the partners wish to vary or terminate any service within this Scheme approval should be obtained from the BCF Commissioning Board.
- 21.2 The BCF Commissioning Board will be responsible for agreeing the exit strategy to be undertaken, should it be determined that an individual service will be terminated, until such a decision is taken service contracts will be funded by the Lead Commissioner.

## **Scheme Three - Efficient planned care which is more predictable, reliable and close to patient's homes**

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 The projects within this Scheme will support plans to reshape the way in which planned care is provided and delivered to:

1.2 This shift in planned care will be delivered through the following high-level schemes:

- Implementation of the redeveloped community nursing specification;
- End of Life (EoL) service;
- Integrated falls, osteoporosis, and fracture prevention services;
- Mental health services including dementia services;
- Integrated wheelchair, equipment and telecare services;
- Transforming Planned Care into an Integrated 'Maintenance' Team.

### **2 AIMS AND OUTCOMES**

2.2 To reshape the way in which planned care is provided and delivered to:

- Improve the quality of care;
- Provide planned care in an more integrated way (GPs, Social Workers, Community and Mental Health Services, Voluntary Sector);
- Support independence and self-care;
- Use risk stratification to facilitate 'earlier' intervention and identify current 'gaps' in care;
- Reduce hospital and institutional length of stay and admissions.

### **3 THE ARRANGEMENTS**

3.1 The Scheme will be commissioned through 'Joint/Aligned Commissioning' arrangements. Both partners shall jointly commission the services.

### **4 FUNCTIONS**

4.1 The CCG and Council shall exercise Health Related Functions and where relevant the NHS functions of the CCG.

4.2 In accordance with and subject to clause 10 and Schedule 2 (Governance) of the Section 75 Agreement between the Partners the BCF Commissioning Board will have delegated authority to take decisions regarding the commissioning of additional services within the scheme and changes to existing services including removal of services from the Schedule where appropriate. The BCF Commissioning Board contains equal voting rights for CCG and the Council.

- 4.3 The BCF Commissioning Board will also be responsible for monitoring the contribution to the attainment of BCF performance metrics of individual services within the scheme and of taking appropriate action on this basis.

## 5 SERVICES

- 5.1 This Scheme will deliver the following:

5.1.1 The **Implementation of the redeveloped community nursing specification** will be delivered to all central Bedfordshire residents registered with a Bedfordshire GP. The new service specification is intended to move away from the traditional medical model where care is delivered by teams dedicated to a specific operational or disease pathway. Instead the intention is for community services to work as part of a multi-disciplinary team and for this team to deliver a person's care needs;

5.1.2 The objectives of the **End of Life (EoL) services** are to systematically review all the services that support End Of Life Care pathway, with the focus being on:

- improving quality/responsiveness of service;
- reducing variation in services;
- improving integration of services across health and social care;
- bringing care closer to peoples homes;
- improving choice;
- enabling more people to die in their preferred place;
- improving the end of life patient experience.

5.1.3 The model of care being proposed for the **Integrated falls, osteoporosis, and fracture prevention services** redesign is based on the DoH's four stage approach to falls and fracture prevention - 'Falls and Fractures – effective interventions in health and social care' (2009). This project will involve the developed of four sub-projects:

- A Fracture Liaison Service;
- Community Falls Prevention Coordinators;
- Community Strength and Balance Exercise Classes;
- A Central Bedfordshire Physiotherapy Falls Service.

5.1.4 In relation to the **Mental health services including dementia services** project, the planned care mental health services, or post-diagnostic support for people with dementia and their carers will include:

- Locality based support;
- Ongoing proactive support and communication from the service;
- Person centred support;
- Financial, emotional and behavioural support;
- Identifying stress, anxiety and depression;
- Identify and treat UTIs;
- Families will be able to contact services in between of visits/contact so that persons with dementia and carers can address issues as and when they arise.

5.1.5 There will also be improvements in Dementia Crisis Care and Psychiatric Liaison Services;

5.1.6 By streamlining and integrating the wheelchair and equipment services across the BCCG and CBC, the **Integrated Wheelchair, Equipment and Telecare Services** project will avoid duplication of spend and service provision;

5.1.7 By **Transforming Planned Care into an Integrated ‘Maintenance’ Team**, fragmentation of the delivery of ‘maintenance’ care is avoided. The model for the delivery of health and social care will include implementing a GP cluster model, with ‘maintenance’ care co-ordination teams (community and mental health nursing, GP practice matrons, voluntary sector, social care, reablement and social workers) being assigned to each cluster.

5.2 Future commissioning arrangements, revised service specifications and budget arrangements will be approved by the Programme Board.

5.3 Generally beneficiaries of the services will be Central Bedfordshire residents registered with a Bedfordshire CCG GP.

## 6 COMMISSIONING, CONTRACTING, ACCESS

### 6.1 Commissioning Arrangements

6.1.1 The CCG will be responsible for commissioning Health orientated provision (as detailed in 4.1), the Council for Social Care orientated provision. In all cases the BCF Commissioning Board will be required to approve commissioning and spend. Where services are fully integrated in the future the BCF Commissioning Board will be responsible for determining the appropriate lead commissioner, or integrated commissioning arrangements;

6.1.2 Financial Contributions will be paid as set out in each schedule.

### 6.2 Contracting Arrangements

6.2.1 The table below outlines which providers the CCG and Council hold contracts with for this scheme. The Council is responsible for services within the scheme which it directly delivers in accordance with the requirements of the relevant service specification;

Contract Holder (Commissioner)	Service	Provider
BCCG	Implement Redeveloped Community Nursing Specification	SEPT
BCCG/CBC	Integrated Falls, Osteoporosis, and Fracture Prevention Services	SEPT
BCCG	Mental Health Services, Including Dementia Services	ELFT
BCCG/CBC	Integrated Wheelchair, Equipment and Telecare Services	Millbrook Healthcare, Aragon, SEPT
BCCG/CBC	Transforming Planned Care into an Integrated Maintenance Team	SEPT, ELFT, GP's, CBC Social Work Team

- 6.3 Budgets and key performance measures (linked to delivery of national BCF metrics) for each individual service within the scheme will be agreed by both partners through the BCF Commissioning Board.
- 6.4 Any changes to contracts relating to this scheme must be agreed with the BCF Commissioning Board.
- 6.5 Any changes to the contractual arrangements will be made in accordance with procurement legislation, other relevant Law and the Partner's respective financial and contracting regulations.

## 7 ACCESS

- 7.1 Services are accessible to all Central Bedfordshire residents registered with a Bedfordshire CCG GP.

## 8 FINANCIAL CONTRIBUTIONS

- 8.1 Financial Year 2015/2016

	CCG contribution	Council Contribution
Efficient planned care which is more predictable, reliable and close to patient's homes	£6,047,000	£1,708,000

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

## 9 FINANCIAL GOVERNANCE ARRANGEMENTS

### Management of the Pooled Fund

- 9.1.1 The Pooled Fund will be hosted by the Council and the Pooled Fund Manager will be the Assistant Director Resources, who has delegated authority from the CCG and Council through the joint post arrangements;
- 9.1.2 The Council as the host partner will be responsible for monitoring and reporting on the Pooled Fund as outlined in Schedule 3 – Risk Share and Overspends;
- 9.1.3 Contributions will be established at the commencement of the financial year. The overall level of contributions to the Pooled Fund may be increased to reflect service developments. Any material requests to vary the Pooled Fund will need to be recommended to and formally agreed by the BCF Commissioning Board in accordance with the terms of this agreement and the constitutional and financial regulations of each of the partners;
- 9.1.4 Eligibility criteria for each of the services within this scheme are as per the individual service specifications.

## **Variations to the pooled fund**

- 9.2.1 It is expected that partners will endeavour to maintain expenditure against the Pooled Fund line with their agreed levels of contribution for the financial year and the agreed contract value and or permitted budget;
- 9.2.2 Any identified pooled fund under-spends may be carried over into the next years pooled fund in accordance with the Section 75 pooled budget funding arrangements and as agreed and recorded by Partners at the BCF Commissioning Board;
- 9.2.3 Any identified pooled fund over-spends shall be the sole liability of each Partner as indicated by Section 8 above unless agreed otherwise by the BCF Commissioning Board;
- 9.2.4 Throughout the year the BCF Commissioning Board will need to monitor and review spend against the pooled fund and will monitor and manage any over-spend to ensure the pooled fund is maintained within available resources.

## **10 AUDIT ARRANGEMENTS**

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

## **11 VAT**

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

## **12 GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP**

- 12.1 The BCF Operational Delivery Group will be responsible for reviewing performance of this scheme and the individual services within it in relation to the contribution it makes to attainment of BCF metrics.
- 12.2 The Assistant Director of Resources will be responsible for reporting as the Pooled Fund Manager to the BCF Commissioning Board.
- 12.3 The lead for the development of services within this scheme will be the commissioning managers in the CCG and the Council. Oversight will be provided by the BCF Operational Delivery Group.

### 13 NON FINANCIAL RESOURCES

Council contribution	Details	Charging arrangements	Comments
Premises			
Assets and equipment			
Contracts			
Central support services	Project Manager 0.25 wte	N/A	FOC

CCG Contribution	Details	Charging arrangements	Comments
Premises			
Assets and equipment			
Contracts			
Central support services	Project Manager 0.25 wte	N/A	FOC

### 14 STAFF

14.1 Staff responsible for delivering the scheme will be based in the organisations currently responsible for delivering each individual service. Any commissioning decisions taken which will impact on employment of staff will need to factor in TUPE and over terms and conditions of employment issues as part of the process. All commissioning decisions will be made through the BCF Commissioning Board.

### 15 ASSURANCE AND MONITORING

15.1 The BCF Operational Delivery Group will establish and monitor performance measures for each individual service relating to the contribution to BCF performance metrics. This group will meet on a monthly basis and will produce a performance dashboard report to the BCF Commissioning Board on a quarterly basis.

15.2 Key performance indicators (KPI) and outcomes will be developed for each of the schemes and sub schemes. Evaluating and assessing the impact of all of the high-level schemes is integral to ensure that the approach is delivering a more reliable and efficient planned care services. Below is a brief summary to how this will be achieved with each project under this Scheme:

15.2.1 Community Nursing Specification – whilst determining the key performance measures the BCF metrics were taken into account and have been included in the metrics. It is planned that a dashboard will be developed that will be discussed at the performance monitoring contractual meetings with the current provider;

15.2.2 EOL - KPIs will be developed for each of the seven key areas. Programme delivery is supported by a county wide, multi-agency Local Implementation Group (LIG) with membership from all stakeholder organisations, reporting to the BCF delivery group;

- 15.2.3 Falls, Osteoporosis & Fracture Prevention – each service development within the scheme will have a specific set of KPIs against which it will be monitored. These will include service activity, patient experience, patient outcomes, impact on and trend of Public Health falls indicators. The services will be monitored on a monthly basis through the Bedfordshire and Luton Falls and Fracture Prevention Strategy Group, reporting to the BCF delivery group;
- 15.2.4 Mental Health - Improvements in services will be monitored through contract management of the outcome based KPIs detailed in the new service specification;
- 15.2.5 Integration of Wheelchair, Equipment and Telecare Services – currently the wheelchair and equipment services are monitored by both the CCG and CBC. Through the integration of these services a more joined up reporting arrangement will be developed to support the integration of these services. They can then be monitored through newly arranged contractual meetings from both the CCG and CBC for integrated effectiveness;
- 15.2.6 Planned care - proposed outcomes to monitor the impact of the planned care maintenance team are reductions in numbers of :
- A&E admissions;
  - Avoidable emergency admissions;
  - Average Length of Stay;
  - Excess bed days;
  - Emergency readmissions within 30 days.

## 16 LEAD OFFICERS

Partner	Name of Lead Officer	Address	Telephone Number	Email Address
Council	Stuart Mitchelmore	Houghton Lodge, Houghton Close, Amphill, Beds. MK45 2TG	0300 300 4796	stuart.mitchelmore@centralbedfordshire.gov.uk
CCG	Michelle Bradley	Capability House, Wrest Park, Silsoe, Bedfordshire . MK45 4HR	01525 864430 Ext 5836	michelle.bradley@bedfordshireccg.nhs.uk

## 17 INTERNAL APPROVALS

- 17.1 The BCF Commissioning Board have delegated authority to make key decisions in respect of local authority spend.



## **18 RISK AND BENEFIT SHARE ARRANGEMENTS**

- 18.1 The partners have agreed risk share arrangements as set out in Schedule 3, which provide for financial risks arising within the commissioning of services from the pooled funds and the financial risk to the pool arising from the payment for performance element of the BCF.

## **19 REGULATORY REQUIREMENTS**

- 19.1 Any regulatory requirements pertaining to services within this scheme will be detailed within the relevant service specification.

## **20 INFORMATION SHARING AND COMMUNICATION**

- 20.1 The Commissioners and Providers of services within this scheme will follow the agreed Bedfordshire Information sharing governance protocol as set out in Schedule 2.

## **21 DURATION AND EXIT STRATEGY**

- 21.1 Should any of the partners wish to vary or terminate any service within this scheme approval should be obtained from the BCF Commissioning Board.
- 21.2 The BCF Commissioning Board will be responsible for agreeing the exit strategy to be undertaken, should it be determined that an individual service will be terminated, until such a decision is taken service contracts will be funded by the Lead Commissioner.

## **Scheme Four - Co-ordinated and supported discharge from hospital with ongoing community care**

### **1 OVERVIEW OF INDIVIDUAL SERVICE**

1.1 Co-ordinated and supported discharge from hospital with ongoing community care. This scheme includes:

- Communication links between Discharge Planning, GP's and Community Teams, to incorporate any Social Care element when known;
- Restarts (Permanent Residential), Nursing or Care Home;
- Section 2 Initial Assessment form for Local Authorities (Social Care Referrals);
- Section 5 Delayed Transfer of Care Form;
- Locality Discharge Coordinator (informed by West Mid Beds pilot);
- Voluntary Sector – meet and greet.

### **2 AIMS AND OUTCOMES**

2.1 Communication links between Discharge Planning, GP's and Community Teams, to incorporate any Social Care element when known

2.1.1 Delivery of fully integrated, IT generated communication links for all patient discharges from acute hospitals to GP's and Community Nursing Teams on a daily basis. This will enable both GP's and Community Teams to continue patient care as soon as possible following discharge, with the key aim of preventing re-admissions.

2.2 Restarts (Permanent Residential), Nursing or Care Home

2.2.1 To develop an enhanced and streamlined way of working between provider services surrounding Permanent Residential accommodation enabling patients to return back to their usual place of residence as soon as possible once confirmed Medically Fit.

2.3 Section 2 Initial Assessment form for Local Authorities (Social Care Referrals)

2.3.1 Section 2 form (Initial Assessment form Social Care Referrals). Incorporate social care needs earlier within the discharge process.

2.4 Section 5 Delayed Transfer of Care Form

2.4.1 Section 5 form - Delayed Transfer of Care (DTC) by either health or social care. Section 5 form can only be raised following a multi-disciplinary decision (MDT) that the patient is both "safe to transfer" and "medically stable";

2.4.2 The objective of both Section 2 and Section 5 forms is to have enhanced and streamlined processes working between provider services in the lead up to patient discharge, reducing any unnecessary excess bed days or resultant delayed transfer of care.

2.5 Locality Discharge Coordinator (informed by West Mid Beds pilot)

2.5.1 To provide a dedicated Discharge Coordinator who is aligned to a specific locality to improve patient discharges (pull). This role will identify locality patients in the acute hospital setting and help to facilitate discharges for complex patients from admission;

2.5.2 To reduce the length of stay by facilitating prompt discharge at the point the patient is medically fit;

2.5.3 To reduce avoidable hospital re-admissions

2.6 Voluntary Sector – meet and greet

2.6.1 To include the voluntary sector to support patient discharges;

2.6.2 To provide practical help and support following a discharge from hospital;

2.6.3 To promote a safe, well and warm check to ensure patient is settled back into their own home;

2.6.4 Help prevent readmissions to hospital.

### **3 THE ARRANGEMENTS**

3.1 The Scheme will be commissioned through ‘Joint/Aligned Commissioning’ arrangements. Both parties shall jointly commission the services.

### **4 FUNCTIONS**

4.1 The CCG and Council shall exercise Health Related Functions and where relevant the NHS functions of the CCG.

4.2 In accordance with and subject to clause 10 and Schedule 2 (Governance) of the s.75 Agreement between the Partners the BCF Commissioning Board will have delegated authority to take decisions regarding the commissioning of additional services within the scheme and changes to existing services including removal of services from the Schedule where appropriate. The BCF Commissioning Board contains equal voting rights for CCG and the Council.

4.3 The BCF Commissioning Board will also be responsible for monitoring the contribution to the attainment of BCF performance metrics of individual services within the scheme and of taking appropriate action on this basis.

### **5 SERVICES**

5.1 This Scheme shall deliver the following:

- 5.1.1 The delivery of fully integrated, IT generated **Communication links between Discharge Planning, GPs and Community Teams (CNTs) and social care**. For all patient discharges from acute hospitals to GPs and CNTs on a daily basis, initially starting with the Luton & Dunstable Hospital;
- 5.1.2 The development of an enhanced and streamlined way of working between provider services so that **Restarts (returners) to residential nursing or residential care homes for permanent residents** are in place as soon as possible once the customer is confirmed as Medically Fit;
- 5.1.3 To develop a streamlined and enhanced process **using both Section 2 and Section 5 forms** to facilitate improved working between provider services in the lead up to patient discharge, therefore reducing any unnecessary excess bed days or resultant delayed transfer of care;
- 5.1.4 To review process to ensure that the **Section 5 Delayed Transfer of Care Forms** are completed and issued at least 24 hours prior to discharge to ensure compliance with DH guidelines and timely input from social care;
- 5.1.5 To provide a dedicated **Locality Discharge Coordinator** (informed by West Mid Beds pilot) who is aligned to a specific locality to improve patient discharges (pull);
- 5.1.6 To include the **Voluntary Sector** to support patient discharges (**meet and greet**).
- 5.2 Future commissioning arrangements, revised service specifications and budget arrangements will be approved by the Programme Board.
- 5.3 Generally beneficiaries of the services will be Central Bedfordshire residents registered with a Bedfordshire CCG GP.

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

### **6.1 Commissioning Arrangements**

6.1.1 The CCG will be responsible for commissioning Health orientated provision (as detailed in 4.1), the Council for Social Care orientated provision. In all cases the BCF Commissioning Board will be required to approve commissioning and spend. Where services are fully integrated in the future the BCF Commissioning Board will be responsible for determining the appropriate lead commissioner, or integrated commissioning arrangements;

6.1.2 Financial Contributions will be paid as set out in each schedule.

### **6.2 Contracting Arrangements**

6.2.1 The table below outlines which providers the CCG and Council hold contracts with for this scheme. The Council is responsible for services within the scheme which it directly delivers in accordance with the requirements of the relevant service specification;

Contract Holder (Commissioner)	Service	Provider
BCCG/CBC	Communication Links Between Discharge Planning, GP's and Community Teams, to incorporate any Social Care Element when Known.	Acute hospitals, SEPT and CBC
BCCG/CBC	Restarts to Residential nursing or residential care homes for permanent residents.	Various independent residential and nursing home providers
BCCC/CBC	Co-ordinated/enhanced discharge process	Acute hospitals; SEPT, ELFT, CBC

- 6.3 Budgets and key performance measures (linked to delivery of national BCF metrics) for each individual service within the scheme will be agreed by both partners through the BCF Commissioning Board.
- 6.4 Any changes to contracts relating to this scheme must be agreed with the BCF Commissioning Board.
- 6.5 Any changes to the contractual arrangements will be made in accordance with procurement legislation, other relevant Law and the Partner's respective financial and contracting regulations.

## 7 ACCESS

- 7.1 Services are accessible to all Central Bedfordshire residents registered with a Bedfordshire CCG GP

## 8 FINANCIAL CONTRIBUTIONS

- 8.1 Financial Year 2015/2016

	CCG contribution	Council Contribution
Co-ordinated and supported discharge from hospital with ongoing community care	£2,512,00	£170,000

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

## **9 FINANCIAL GOVERNANCE ARRANGEMENTS**

### **Management of the Pooled Fund**

The Pooled Fund will be hosted by the Council and the Pooled Fund Manager will be the Assistant Director Resources, who has delegated authority from the CCG and Council through the joint post arrangements.

9.1.2 The Council as the host partner will be responsible for monitoring and reporting on the Pooled Fund as outlined in Schedule 3 – Risk Share and Overspends.

9.1.3 Contributions will be established at the commencement of the financial year. The overall level of contributions to the Pooled Fund may be increased to reflect service developments. Any material requests to vary the Pooled Fund will need to be recommended to and formally agreed by the BCF Commissioning Board in accordance with the terms of this agreement and the constitutional and financial regulations of each of the partners.

9.1.4 Eligibility criteria for each of the services within this scheme are as per the individual service specifications.

### **Variations to the pooled fund**

It is expected that partners will endeavour to maintain expenditure against the Pooled Fund line with their agreed levels of contribution for the financial year and the agreed contract value and or permitted budget.

Any identified pooled fund under-spends may be carried over into the next years pooled fund in accordance with the Section 75 pooled budget funding arrangements and as agreed and recorded by Partners at the BCF Commissioning Board.

Any identified pooled fund over-spends shall be the sole liability of each Partner as indicated by Section 8 above unless agreed otherwise by the BCF Commissioning Board.

Throughout the year the BCF Commissioning Board will need to monitor and review spend against the pooled fund and will monitor and manage any over-spend to ensure the pooled fund is maintained within available resources.

## **10 AUDIT ARRANGEMENTS**

10.1 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 make arrangements to certify an annual return of those accounts.

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

## 11 VAT

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

## 12 GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP

- 12.1 The BCF Operational Delivery Group will be responsible for reviewing performance of this scheme and the individual services within it in relation to the contribution it makes to attainment of BCF metrics.
- 12.2 The Assistant Director of Resources will be responsible for reporting as the Pooled Fund Manager to the BCF Commissioning Board.
- 12.3 The lead for the development of services within this scheme will be the commissioning managers in the CCG and the Council. Oversight will be provided by the BCF Operational Delivery Group.

## 13 NON FINANCIAL RESOURCES

Council contribution	Details	Charging arrangements	Comments
Premises			
Assets and equipment			
Contracts			
Central support services	Project Manager 0.25 wte	N/A	FOC

CCG Contribution	Details	Charging arrangements	Comments
Premises			
Assets and equipment			
Contracts			
Central support services	Project Manager 0.25 wte	N/A	FOC

## 14 STAFF

- 14.1 Staff responsible for delivering the scheme will be based in the organisations currently responsible for delivering each individual service. Any commissioning decisions taken which will impact on employment of staff will need to factor in TUPE and over terms and conditions of employment issues as part of the process. All commissioning decisions will be made through the BCF Commissioning Board.

## 15 ASSURANCE AND MONITORING

15.1 The BCF Operational Delivery Group will establish and monitor performance measures for each individual service relating to the contribution to BCF performance metrics. This group will meet on a monthly basis and will produce a performance dashboard report to the BCF Commissioning Board on a quarterly basis.

15.2 Each work stream will have a specific set of measures against which it will be monitored. These will include activity, patient outcomes and patient experience. These will be monitored on a weekly basis initially if possible to create more learning opportunities. In addition some of the information (S2 and S5 process impact), will need to be gathered manually as this is not available on hospital systems. Measures will be developed to monitor the following impact:

### 15.2.1 Communication Links

- Integrated patient care at the right time by the appropriate service;
- Defined and streamlined communication links

### 15.2.2 Residential/Care Home Restarts

- Enhanced and streamlined way of working between provider services;
- Enabling patients to return back to their usual place of residence as soon as possible once confirmed Medically Fit;
- Decrease Length of stay (LOS) by 1 day for patients awaiting assessment for Restart by Care Homes.

### 15.2.3 Section 2 & Section 5

- Reduction in LOS / reduction in excess bed days for patients receiving Social Care input. Reduction in LOS for any Delayed Transfer of Care (DTC);
- More timely streamlined process – as “live” as possible, no batching (reducing backlog of patients waiting for assessments);
- Enhanced more streamlined discharge process;
- Enhanced smoother way of working between providers.

15.2.4 Manual data collection will be needed to gauge the levels of re-work of the S2 and S5 forms initially in order to streamline and mistake proof the process. We will also need to build in a method of continually monitoring progress to ensure robust data capture to feed into any financial cost savings that this may bring. The aim is to show a reduction in LOS / reduction in excess bed days for patients receiving Social Care input and reduction in Delayed Transfer of Care due to process changes.

### 15.2.5 Locality Discharge Co-ordinator

- Reduction in LOS / reduction in excess bed days.
- Primary and secondary input to patient discharge, including social care.
- Enhanced patient experience.



## 16 LEAD OFFICERS

Partner	Name of Lead Officer	Address	Telephone Number	Email Address
Council	Elizabeth Saunders	Houghton Lodge, Houghton Close, Amphill, Beds. MK45 2TG	0300 300 6494	elizabeth.saunders@centralbedfordshire.gov.uk
CCG	Michelle Bradley	Capability House, Wrest Park, Silsoe, Bedfordshire. MK45 4HR	01525 864430 Ext 5836	michelle.bradley@bedfordshireccg.nhs.uk

## 17 INTERNAL APPROVALS

- 17.1 The BCF Commissioning Board will have delegated authority to make key decisions in respect of local authority spend.

## 18 RISK AND BENEFIT SHARE ARRANGEMENTS

- 18.1 The partners have agreed risk share arrangements as set out in Schedule 3, which provide for financial risks arising within the commissioning of services from the pooled funds and the financial risk to the pool arising from the payment for performance element of the BCF.

## 19 REGULATORY REQUIREMENTS

- 19.1 Any regulatory requirements pertaining to services within this Scheme will be detailed within the relevant service specification.

## 20 INFORMATION SHARING AND COMMUNICATION

- 20.1 The Commissioners and Providers of services within this scheme will follow the agreed Bedfordshire Information sharing governance protocol as set out in Schedule 2.

## 21 DURATION AND EXIT STRATEGY

- 21.1 Should any of the partners wish to vary or terminate any service within this scheme approval should be obtained from the BCF Commissioning Board.
- 21.2 The BCF Commissioning Board will be responsible for agreeing the exit strategy to be undertaken, should it be determined that an individual service will be terminated, until such a decision is taken service contracts will be funded by the Lead Commissioner.

## **Schedule Five - Implementing the Care Act**

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 The Care Act represents the most significant reform of care and support in more than 60 years, putting people and their carers in control of their care and support. Central to the Act is the concept of wellbeing. Councils will now have a duty to consider the physical, mental and emotional wellbeing of the individual needing care and a new duty to provide preventative services to maintain people's health.
- 1.2 A Programme Steering Board and supporting governance structure has been set up to ensure the successful delivery of the Care Act. This incorporates 4 key workstreams:
  - Promoting Individual Wellbeing (Prevention, Housing & Public Health) and Information, Advice and Advocacy;
  - Assessment & Eligibility and Care Planning & Personalisation;
  - Paying and Charging for Care;
  - Quality & Safety and Care Markets.
  -

### **2 AIMS AND OUTCOMES**

- 2.1 To meet the requirements of the Care Act and to advance its implementation. The focus will be on the following key areas: widening provision of assessment and impact of the national minimum eligibility criteria; the requirement to provide timely and appropriate access to information, advice and advocacy' the duty to meet the needs of carers and the challenges of the information systems to enable this.

### **3 THE ARRANGEMENTS**

- 3.1 The scheme will be commissioned through 'Joint/Aligned Commissioning' arrangements. Both partners shall jointly commission the services.

### **4 FUNCTIONS**

- 4.1 The CCG and Council shall exercise Health Related Functions and where relevant the NHS functions of the CCG.
- 4.2 In accordance with and subject to clause 10 and Schedule 2 (Governance) of the Section 75 Agreement between the Partners the BCF Commissioning Board will have delegated authority to take decisions regarding the commissioning of additional services within the scheme and changes to existing services including removal of services from the Schedule where appropriate. The BCF Commissioning Board contains equal voting rights for CCG and the Council.
- 4.3 The BCF Commissioning Board will also be responsible for monitoring the contribution to the attainment of BCF performance metrics of individual services within the scheme and of taking appropriate action on this basis.

## **5 SERVICES**

This Scheme will develop the following:

5.1.1 Development of a Programme Steering Board incorporating these key workstreams:

- Promoting individual wellbeing (Prevention, Housing & Public Health) and information, advice & advocacy.
- Assessment & eligibility and care planning & personalisation.
- Paying and charging for care
- Quality & safety and care markets;

5.1.2 Social Care Assessments and Reviews – Increase the social care workforce (qualified and unqualified) to respond to increased demand for assessments and reviews as a result of the Care Act;

5.1.3 Occupational Therapy Assessment and Reviews – Increase the Occupational Therapy workforce (qualified and unqualified) to respond to increased demand for assessments and reviews as a result of the Care Act;

5.1.4 Financial Assessments and Reviews– Increase the Financial Assessment workforce to respond to increased demand for financial assessments and reviews as a result of the Care Act;

5.1.5 Carers Assessments and Reviews - The Act sets out a duty to support informal carers. Carers in Bedfordshire currently support over 3,000 carers. Of these 1,500 are known to the Council through assessment and other support. However, the 2011 Census indicates that over 25,800 people classed themselves as carers. The resources required to support the assessment of this numbers of carers is not yet quantifiable.

5.2 Future commissioning arrangements, revised service specifications and budget arrangements will be approved by the Programme Board.

5.3 Generally beneficiaries of the services will be Central Bedfordshire residents registered with a Bedfordshire CCG GP.

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

### **6.1 Commissioning Arrangements**

6.1.1 The CCG will be responsible for commissioning Health orientated provision (as detailed in 4.1), the Council for Social Care orientated provision. In all cases the BCF Commissioning Board will be required to approve commissioning and spend. Where services are fully integrated in the future the BCF Commissioning Board will be responsible for determining the appropriate lead commissioner, or integrated commissioning arrangements.

6.1.2 Financial Contributions will be paid as set out in each schedule.

## 6.2 Contracting Arrangements

- 6.2.1 Budgets and key performance measures (linked to delivery of national BCF metrics) for each individual service within the scheme will be agreed by both partners through the BCF Commissioning Board.
- 6.3 Any changes to contracts relating to this scheme must be agreed with the BCF Commissioning Board.
- 6.4 Any changes to the contractual arrangements will be made in accordance with procurement legislation, other relevant Law and the Partner's respective financial and contracting regulations.

## 7 ACCESS

- 7.1 Services are accessible to all Central Bedfordshire residents registered with a Bedfordshire CCG GP.

## 8 FINANCIAL CONTRIBUTIONS

- 8.1 Financial Year 2015/2016

	<b>CCG contribution</b>	<b>Council Contribution</b>
Implementing the Care Act	0	£554,000

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

## 9 FINANCIAL GOVERNANCE ARRANGEMENTS

### Management of the Pooled Fund

- 9.1.1 The Pooled Fund will be hosted by the Council and the Pooled Fund Manager will be the Assistant Director Resources, who has delegated authority from the CCG and Council through the joint post arrangements;
- 9.1.2 The Council as the host partner will be responsible for monitoring and reporting on the Pooled Fund as outlined in Schedule 3 – Risk Share and Overspends;
- 9.1.3 Contributions will be established at the commencement of the financial year. The overall level of contributions to the Pooled Fund may be increased to reflect service developments. Any material requests to vary the Pooled Fund will need to be recommended to and formally agreed by the BCF Commissioning Board in accordance with the terms of this agreement and the constitutional and financial regulations of each of the partners;
- 9.1.4 Eligibility criteria for each of the services within this scheme are as per the individual service specifications.

## **Variations to the pooled fund**

- 9.2.1 It is expected that partners will endeavour to maintain expenditure against the Pooled Fund line with their agreed levels of contribution for the financial year and the agreed contract value and or permitted budget;
- 9.2.2 Any identified pooled fund under-spends may be carried over into the next years pooled fund in accordance with the Section 75 pooled budget funding arrangements and as agreed and recorded by Partners at the BCF Commissioning Board;
- 9.2.3 Any identified pooled fund over-spends shall be the sole liability of each Partner as indicated by Section 8 above unless agreed otherwise by the BCF Commissioning Board;
- 9.2.4 Throughout the year the BCF Commissioning Board will need to monitor and review spend against the pooled fund and will monitor and manage any over-spend to ensure the pooled fund is maintained within available resources.

## **10 AUDIT ARRANGEMENTS**

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

## **11 VAT**

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

## **12 GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP**

- 12.1 The BCF Operational Delivery Group will be responsible for reviewing performance of this scheme and the individual services within it in relation to the contribution it makes to attainment of BCF metrics.
- 12.2 The Assistant Director of Resources will be responsible for reporting as the Pooled Fund Manager to the BCF Commissioning Board.
- 12.3 The lead for the development of services within this scheme will be the commissioning managers in the CCG and the Council. . Oversight will be provided by the BCF Operational Delivery Group.

### 13 NON FINANCIAL RESOURCES

Council contribution	Details	Charging arrangements	Comments
Premises			
Assets and equipment			
Contracts			
Central support services	Project Manager 0.25 wte	N/A	FOC

CCG Contribution	Details	Charging arrangements	Comments
Premises			
Assets and equipment			
Contracts			
Central support services	Project Manager 0.25 wte	N/A	FOC

### 14 STAFF

14.1 Staff responsible for delivering the scheme will be based in the organisations currently responsible for delivering each individual service. Any commissioning decisions taken which will impact on employment of staff will need to factor in TUPE and over terms and conditions of employment issues as part of the process. All commissioning decisions will be made through the BCF Commissioning Board.

### 15 ASSURANCE AND MONITORING

15.1 A Programme Management Approach is being developed which will monitor the progress of the workstreams and towards implementation of key requirements of the Care Act. As a key scheme within the BCF this will report progress through the integrated governance and ultimately the Health and Wellbeing Board. This will ensure feedback about what is working and not working will be highlighted or escalated to the appropriate level.

### 16 LEAD OFFICERS

Partner	Name of Lead Officer	Address	Telephone Number	Email Address
Council	Patricia Coker	Houghton Lodge Houghton Close Amphill Beds MK45 2TG	0300 300 5521	patricia.coker@centralbedfordshire.gov.uk

## **17 INTERNAL APPROVALS**

- 17.1 The BCF Commissioning Board will have delegated authority to make key decisions in respect of local authority spend.

## **18 RISK AND BENEFIT SHARE ARRANGEMENTS**

- 18.1 The partners have agreed risk share arrangements as set out in Schedule 3, which provide for financial risks arising within the commissioning of services from the pooled funds and the financial risk to the pool arising from the payment for performance element of the BCF.

## **19 REGULATORY REQUIREMENTS**

- 19.1 Any regulatory requirements pertaining to services within this scheme will be detailed within the relevant service specification.

## **20 INFORMATION SHARING AND COMMUNICATION**

- 20.1 The Commissioners and Providers of services within this scheme will follow the agreed Bedfordshire Information sharing governance protocol as set out in Schedule 2.

## **21 DURATION and EXIT STRATEGY**

- 21.1 Should any of the partners wish to vary or terminate any service within this scheme approval should be obtained from the BCF Commissioning Board.
- 21.2 The BCF Commissioning Board will be responsible for agreeing the exit strategy to be undertaken, should it be determined that an individual service will be terminated, until such a decision is taken service contracts will be funded by the Lead Commissioner.

## **Schedule Six - Implementing the BCF plan and wider integration agenda in Central Bedfordshire**

### **1 OVERVIEW OF INDIVIDUAL SERVICE**

Implementing the Better Care Plan and the wider integration agenda in Central Bedfordshire.

### **2 AIMS AND OUTCOMES**

This scheme will ensure that a robust framework for delivering the Better Care Plan is established. These aspects will provide the enablers to ensure that the others schemes can be successfully delivered.

### **3 THE ARRANGEMENTS**

- 3.1 The scheme will be commissioned through 'Joint/Aligned Commissioning' arrangements. Both partners shall jointly commission the services.

### **4 FUNCTIONS**

- 4.1 The CCG and Council shall exercise Health Related Functions and where relevant the NHS functions of the CCG
- 4.2 In accordance with and subject to clause 10 and Schedule 2 (Governance) of the Section 75 Agreement between the Partners the BCF Commissioning Board will have delegated authority to take decisions regarding the commissioning of additional services within the scheme and changes to existing services including removal of services from the Schedule where appropriate. The BCF Commissioning Board contains equal voting rights for CCG and the Council.
- 4.3 The BCF Commissioning Board will also be responsible for monitoring the contribution to the attainment of BCF performance metrics of individual services within the scheme and of taking appropriate action on this basis.

### **5 SERVICES**

- 5.1 The following workstreams will form part of this Scheme:
- 5.1.1 Governance (Programme, Organisational, Clinical and Social Care): Responsible for managing the operational structure required to support the implementation of BCF. Senior executives from all participating organisations will be engaged at the appropriate level;
- 5.1.2 Communications & Engagement: This will co-ordinate activity across teams and participating organisations to ensure that public, patients, staff and providers understand the change, can input into the change, understand what this means for them personally. This will ensure that the Communication and engagement plan developed is delivered appropriately to all audiences;



- 5.1.3 Finance & Performance: This workstream will ensure the creation and monitoring of the pooled budget, explore and identify new funding solutions that facilitate integrated working. It will also ensure that performance against the requirements is monitored and interact with relevant projects to ensure action is taken to bring performance in line;
- 5.1.4 Information Governance (IG)/Sharing and IT Systems: This workstream will identify, evaluate and agree how patient information will be shared. It will ensure NHS Number is used as the primary identifier across all agencies and systems. It will ensure that an Information Governance model for the BCF is agreed and signed off. It will identify what IT solutions are required to facilitated health and social care teams working together and co-ordinate funding to enable this.
- 5.1.5 Workforce and Training (Including 24/7 working). This workstream will review and develop an understanding of the workforce required to deliver the BCF. It will map current roles and tasks, explore new roles. It will ensure required support is gained from key learning organisations to develop the training requirements to support the new workforce structures;
- 5.1.6 Design & Implementation: This workstream embraces thinking from patients, health and social care colleagues in order to design aspects of what the integrated care model should look like and how it should operate. This will develop creative and integrated solutions to deliver projects. This workstream will ensure there is efficient and considered implementation of projects and concept designs in a phased approach. This will ensure standardised approaches across the area and that keylearnings are shared.

- 5.2 Future commissioning arrangements, revised service specifications and budget arrangements will be approved by the Programme Board.
- 5.3 Generally beneficiaries of the services will be Central Bedfordshire residents registered with a Bedfordshire CCG GP.

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

### **6.1 Commissioning Arrangements**

- 6.1.1 The CCG will be responsible for commissioning Health orientated provision (as detailed in 4.1), the Council for Social Care orientated provision. In all cases the BCF Commissioning Board will be required to approve commissioning and spend. Where services are fully integrated in the future the BCF Commissioning Board will be responsible for determining the appropriate lead commissioner, or integrated commissioning arrangements;
- 6.1.2 Financial Contributions will be paid as set out in each schedule.

### **6.2 Contracting Arrangements**

- 6.2.1 Budgets and key performance measures (linked to delivery of national BCF metrics) for each individual service within the scheme will be agreed by both partners through the BCF Commissioning Board;
- 6.2.2 Any changes to contracts relating to this scheme must be agreed with the BCF Commissioning Board;

- 6.2.3 Any changes to the contractual arrangements will be made in accordance with procurement legislation, other relevant Law and the Partner's respective financial and contracting regulations.

## **7 ACCESS**

- 7.1 Services are accessible to all Central Bedfordshire residents registered with a Bedfordshire CCG GP

## **7 FINANCIAL CONTRIBUTIONS**

- 8.1 Financial Year 2015/2016

	<b>CCG contribution</b>	<b>Council Contribution</b>
Implementing the BCF plan and wider integration agenda in Central Bedfordshire	£0	£482,000

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

## **9 FINANCIAL GOVERNANCE ARRANGEMENTS**

### **9.1 Management of the Pooled Fund**

- 9.1.1 The Pooled Fund will be hosted by the Council and the Pooled Fund Manager will be the Assistant Director Resources, who has delegated authority from the CCG and Council through the joint post arrangements;
- 9.1.2 The Council as the host partner will be responsible for monitoring and reporting on the Pooled Fund as outlined in Schedule 3 – Risk Share and Overspends;
- 9.1.3 Contributions will be established at the commencement of the financial year. The overall level of contributions to the Pooled Fund may be increased to reflect service developments. Any material requests to vary the Pooled Fund will need to be recommended to and formally agreed by the BCF Commissioning Board in accordance with the terms of this agreement and the constitutional and financial regulations of each of the partners;
- 9.1.4 Eligibility criteria for each of the services within this scheme are as per the individual service specifications.

### **9.2 Variations to the pooled fund**

- 9.2.1 It is expected that partners will endeavour to maintain expenditure against the Pooled Fund line with their agreed levels of contribution for the financial year and the agreed contract value and or permitted budget;
- 9.2.2 Any identified pooled fund under-spends may be carried over into the next years pooled fund in accordance with the Section 75 pooled budget funding arrangements and as agreed and recorded by Partners at the BCF Commissioning Board;

9.2.3 Any identified pooled fund over-spends shall be the sole liability of each Partner as indicated by Section 8 above unless agreed otherwise by the BCF Commissioning Board;

10.2.4 Throughout the year the BCF Commissioning Board will need to monitor and review spend against the pooled fund and will monitor and manage any over-spend to ensure the pooled fund is maintained within available resources.

## 10 AUDIT ARRANGEMENTS

10.1 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 make arrangements to certify an annual return of those accounts.

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

## 11 VAT

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

## 12 GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP

12.1 The BCF Operational Delivery Group will be responsible for reviewing performance of this scheme and the individual services within it in relation to the contribution it makes to attainment of BCF metrics.

12.2 The Assistant Director of Resources will be responsible for reporting as the Pooled Fund Manager to the BCF Commissioning Board.

12.3 The lead for the development of services within this scheme will be the commissioning managers in the CCG and the Council. . Oversight will be provided by the BCF Operational Delivery Group.

## 13 NON FINANCIAL RESOURCES

Council contribution	Details	Charging arrangements	Comments
Premises			
Assets and equipment			
Contracts			
Central support services	Project Manager 0.25 wte	N/A	FOC

## 14 STAFF

- 14.1 Staff responsible for delivering the scheme will be based in the organisations currently responsible for delivering each individual service. Any commissioning decisions taken which will impact on employment of staff will need to factor in TUPE and over terms and conditions of employment issues as part of the process. All commissioning decisions will be made through the BCF Commissioning Board.

## 15 ASSURANCE AND MONITORING

- 15.1 The BCF Operational Delivery Group will establish and monitor performance measures for each individual service relating to the contribution to BCF performance metrics. This group will meet on a monthly basis and will produce a performance dashboard report to the BCF Commissioning Board on a quarterly basis.
- 15.2 Key performance indicators (KPI) and outcomes will be developed for each of the schemes and sub schemes. For lifestyle hubs this will include the number of people accessing the service, and improvements in key lifestyle indicators including increases in: physical activity, uptake of weight loss programmes, uptake of smoking cessation programmes. Improved clinical outcomes e.g. BMI, reduced blood pressure.

## 16 LEAD OFFICERS

Partner	Name of Lead Officer	Address	Telephone Number	Email Address
Council	Patricia Coker	Houghton Lodge, Houghton Close, Amphill Beds MK45 2TG	0300 300 5521	patricia.coker@centralbedfordshire.gov.uk
CCG	Michelle Bradley	Capability House, Wrest Park, Silsoe, Beds MK45 4HR	01525 864430 ext 5836	Michelle.bradley@bedfordshireccg.nhs.uk

## 17 INTERNAL APPROVALS

- 17.1 The Programme Board will have delegated authority to make key decisions in respect of local authority spend.

## 18 RISK AND BENEFIT SHARE ARRANGEMENTS

- 18.1 The partners have agreed risk share arrangements as set out in Schedule 3, which provide for financial risks arising within the commissioning of services from the pooled funds and the financial risk to the pool arising from the payment for performance element of the BCF.

## **19 REGULATORY REQUIREMENTS**

- 19.1 Any regulatory requirements pertaining to services within this scheme will be detailed within the relevant service specification.

## **20 INFORMATION SHARING AND COMMUNICATION**

- 20.1 The Commissioners and Providers of services within this scheme will follow the agreed Bedfordshire Information sharing governance protocol as set out in Schedule 2.

## **21 DURATION AND EXIT STRATEGY**

- 21.1 Should any of the partners wish to vary or terminate any service within this scheme approval should be obtained from the BCF Commissioning Board.
- 21.2 The BCF Commissioning Board will be responsible for agreeing the exit strategy to be undertaken, should it be determined that an individual service will be terminated, until such a decision is taken service contracts will be funded by the Lead Commissioner.

## SCHEDULE 2 – GOVERNANCE

### 1 BCF Commissioning Board Terms of Reference

<b>Title:</b>	<b>Central Bedfordshire BCF Commissioning Board.</b>
<b>DRAFT</b>	<b>Terms of Reference</b>
<b>Accountable to:</b>	Central Bedfordshire Health & Wellbeing Board.
<b>How is accountability demonstrated:</b>	The Central Bedfordshire BCF Commissioning Board Chair and Vice Chair are both members of the Central Bedfordshire Health & Wellbeing Board.
<b>Purpose and key tasks:</b>	<p>The key purpose of the BCF Commissioning Board is to provide system wide leadership and accountability for delivery of integration within the Central Bedfordshire health and care economy.</p> <p>The Board will implement the vision and direction for integrated care as set out in the Better Care Fund Plan. This will be achieved by:</p> <ul style="list-style-type: none"> <li>• Developing a health and social care system which commissions and provides different models of integration through innovation and transformation, optimising opportunities to integrate commissioning and service delivery.</li> <li>• Maintaining oversight of the strategic initiatives identified to improve services within the Council and CCG's Commissioning Strategies.</li> <li>• Ensuring the progress of projects within the Better Care Fund Plan are consistent with the joint Health and Wellbeing Strategy and the statutory duties of the commissioning organisations.</li> <li>• Providing expert advice and guidance to the Health and Wellbeing Board and seek its support in achieving rapid and dynamic change.</li> <li>• Taking an economy- wide approach to managing difficult issues and where appropriate to maximise freedoms and flexibilities available to challenge the system where barriers exist and seek solutions at the necessary level.</li> <li>• Having oversight of the total NHS and Local Authority resources, and pooled budget and directing those resources to support integration as required.</li> <li>• Engaging with the Provider Alliance to implement the BCF Plan and understand its impact on providers.</li> <li>• Overseeing and supporting organisational development and a culture change to deliver integration, innovation and transformation.</li> <li>• Informing business planning processes of partner organisations through a system wide understanding of risks and opportunities</li> </ul>

	<p>identified.</p> <ul style="list-style-type: none"> <li>Considering the capacity and capability required – in house and/or procured for the purpose – to develop and deliver the BCF Plan and associated service transformation.</li> </ul>
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<b>Chair:</b>	Julie Ogley	Director of Social Care, Health & Housing
<b>Deputy Chair:</b>	Nick Robinson	Accountable Officer, BCCG
	Dr Alvin Low	Chair of Ivel Valley Locality Board
	Dr Chris Marshall	Chair of Leighton Buzzard Locality Board
	Emma Barter	Chair of West Mid Beds Locality Board
	Dr Bruce Ella	Chair of Chiltern Vale Locality Board
	Dr William Hollington	BCF Locality Lead
	Alison Lathwell	Interim Director of Strategy & System Redesign, BCCG
	Tom Wilson	Director of Contracting and Performance, BCCG
	Simon Holden	Interim Chief Finance Officer , BCCG
	Dr Judy Baxter	Clinical Director, BCCG
	Nick Murley	AD Resources CBC

<b>Responsibilities:</b>	<p>The Chair will take responsibility for confirming the agenda of each meeting and ensuring the required administrative support is provided.</p> <p>The Chair will take responsibility for briefing the Central Bedfordshire Health Well Being Board.</p> <p>CCG representatives to brief their Executive Team and Board and seek approval for decisions.</p> <p>Council representatives to brief Lead Council Members and Director and seek approval for decisions.</p> <p>All representatives to provide a decision making deputy when unable to attend Board meetings.</p> <p>The Chair is has sole authority for the membership of the Board.</p>
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<b>Quorum:</b>	<p>50% of members.</p> <p>For decisions requiring a vote of the Board, each member will have one vote. In the event of an equality of voting the Chair should have a second, casting vote.</p>
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<b>Frequency of meetings:</b>	Board meetings will be held every two months, with any changes to frequency to be agreed by the members.
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<b>Review of Terms of Reference:</b>	<p>These Terms of Reference will be formally reviewed three months after formal adoption by the BCF Commissioning Board and subsequently on an annual basis.</p> <p>Review Due: October 2015</p>
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### 1.3 Meetings

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

The quorum for meetings of the Board shall be a minimum of [one representative from each of the Partner organisations].

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

Where a Partner is not present and has not given prior written notification of its intended position on a matter to be discussed, then those present may not make or record commitments on behalf of that Partner in any way.

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

#### **1.4 Delegated Authority**

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

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

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

#### **1.5 Information and Reports**

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

#### **1.6 Post-termination**

The 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 3 – RISK SHARE AND OVERSPENDS**

- 1 To the extent that the pay for performance element of the BCF is not available to the Pooled fund

The partners have agreed:-

- 1.1 Both Central Bedfordshire Council and Bedfordshire Clinical Commissioning group will make the contributions to the pool, as outlined in the BCF submission. The contributions from the BCF Pool to services will be capped to those amounts outlined in the BCF submission.

#### **Risk Share**

It is proposed that the financial risk presented by the Pay for Performance target will be positioned against the whole BCF pool of £18.7m and shared according to the proportion of spend from the BCF pool.

The 2015/16 spend from the BCF pool indicates that this risk share will be on a 50/50 basis. It is also proposed that any new investment monies currently identified in the BCF pool, will be held to mitigate the non achievement of Pay for Performance target in the first instance.

#### **Benefit Share**

Any new investment proposal, to be approved by the BCF Commissioning Board (or delegated authority) will need to have a credible business case where the new investment at least delivers efficiencies in year to cover its initial outlay or above that level.

Each new investment business case will need to identify how the efficiency will be achieved. The business case will be required to set out how the efficiency is to be measured, who will benefit from the efficiency and at what proportion together with how the efficiency will be returned to the pool. Any efficiency from the resulting activity will need to be returned to the BCF Pool at the level identified in the business case.

- 1.2 Virement from other funds established under this agreement to the extent that their budget can be reduced
- 1.3 The Partners agree that Overspends shall be apportioned in accordance with this Schedule 3.
- 1.4 The BCF Commissioning Board shall acting reasonably having taken into consideration all relevant factors including, where appropriate the BCF Plan and any agreed outcomes and any other budgetary constraints agree appropriate action in relation to Overspends which may include the following:
  - a. whether there is any action that can be taken in order to contain expenditure;
  - b. whether there are any underspends that can be vired from any other fund maintained under this Agreement;
  - c. how any Overspend shall be apportioned between the Partners, such apportionment to be just and equitable taking into consideration all relevant factors.
- 1.5 The Partners agree to co-operate fully in order to establish an agreed position in relation to any Overspends.

- 1.6 Overspends which occur in relation to any Performance Payments shall subject to alternative provisions in the relevant Performance payment Arrangement, be apportioned between the Partners pro rata to the value of their respective Financial Contributions *[excluding Non-Recurrent Payments]* for the Financial Year in respect of which the Overspend occurs.
- 1.7 Where is an overspend in a Non Pooled Fund at the end of the Financial Year or at termination of the Agreement such overspend shall be met by the Partner whose financial contributions to the relevant Non Pooled Fund were intended to meet the expenditure to which the overspend relates save to the extent that such overspend is not the fault of the other Partner.
- 1.8 Subject to any continuing obligations under any Service Contract entered into by either Partner, either Partner may give notice to terminate a Service of Individual Scheme where the Scheme Specification provides and where the Service does not form part of the BCF Plan.

## **SCHEDULE 4 – 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:
  - a. a Change in Control Notice;
  - b. a Notice of a Event of Force Majeure;
  - c. a Contract Query;
  - d. Exception Reports

and provide copies of the same.

2. The Lead Commissioner shall provide the other Partners with copies of any and all:
  - a. CQUIN Performance Reports;
  - b. Monthly Activity Reports;
  - c. Review Records; and
  - d. Remedial Action Plans;
  - e. JI Reports;
  - f. Service Quality Performance Report;

3. The Lead Commissioner shall consult with the other Partners before attending:
  - a. an Activity Management Meeting;
  - b. Contract Management Meeting;
  - c. 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:
  - a. permanently or temporarily withhold or retain monies pursuant to the Withholding and Retaining of Payment Provisions;
  - b. vary any Provider Plans (excluding Remedial Action Plans);
  - c. agree (or vary) the terms of a Joint Investigation or a Joint Action Plan;
  - d. give any approvals under the Service Contract;
  - e. agree to or propose any variation to the Service Contract (including any Schedule or Appendices);

- f. suspend all or part of the Services;
- g. serve any notice to terminate the Service Contract (in whole or in part);
- h. serve any notice;
- i. agree (or vary) the terms of a Succession Plan;

without the prior approval of the other Partners (acting through the BCF COMMISSIONING 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.

- 8. 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:
  - a. resolve disputes pursuant to a Service Contract;
  - b. comply with its obligations pursuant to a Service Contract and this Agreement;
  - c. 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;
- 9. No Partner shall unreasonably withhold or delay consent requested by the Lead Commissioner.
- 10. Each Partner (other than the Lead Commissioner) shall:
  - a. 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;
  - b. 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 5 – PERFORMANCE ARRANGMENTS**

The Health and Wellbeing Board has overall responsibility for both operational and financial delivery of the Better Care Fund and will maintain oversight of the outcomes. In addition the CCG and the Council through existing and robust governance mechanisms will ensure there is appropriate oversight and decision making. The Health and Wellbeing Board has given mandate for a Joint Commissioning Board for our BCF. This Board will be responsible for overseeing the operational performance of the delivery of the BCF Schemes and will report to the Health and Wellbeing Board. The Health and Wellbeing Board will approve the Scheme of delegation for the Pooled Budget and Section 75 agreements.

A performance framework has been set up that will ensure monitoring of performance and prompt action to mitigate any under- performance.

Quarterly reporting on performance indicators and national conditions will be made in line with national reporting requirements with updates to the Health and Wellbeing Board.

NHS England guidance requires that local areas submit quarterly and annual reports. These reports are due for submission at 5 points in the year. Health and Wellbeing Boards are required to sign off the performance report before it is submitted.

The date for the submission of these reports are:

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

## **SCHEDULE 6 - BCF PLAN**

The Central Bedfordshire Better Care Plan can be found at:

[http://www.centralbedfordshire.gov.uk/Images/The-Central-Bedfordshire-Better-Care-Plan-final\\_tcm6-62825.pdf#False](http://www.centralbedfordshire.gov.uk/Images/The-Central-Bedfordshire-Better-Care-Plan-final_tcm6-62825.pdf#False)

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

This will refer to 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 as relevant.

## **SCHEDULE 8 – INFORMATION SHARING PROTOCOL**

The Bedfordshire Information Sharing Protocol is embedded below:



Bedfordshire  
information sharing pi



## SCHEDULE 9 – PAYMENT SCHEDULE

Set out how/when payments will flow into and out of the Pooled Fund for each agreed Scheme

<b>2015/16 BCF Cashflow</b>				
		(£)		
	2015/16 Pool Total	18,707,000		
	Less: CBC contracts	4,607,000		
	Less: CCG contracts	9,039,000		
	Less: P4P	527,460		
	Less: 50% Uncommitted Balance	21,770		
	CCG to Pool (CBC Host)	4,511,770	375,981	Monthly transfer from CCG to Pool
Check:	CBC contracts (ex s256)	4,490,000		
	Add: 50% Uncommitted Balance	21,770		
		4,511,770		