Shropshire Council

Date: Thursday, 28 July 2016

Time: 9.30 am

Venue: Shrewsbury Room, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND

Contact: Karen Nixon, Committee Officer
Tel: 01743 257720
Email: karen.nixon@shropshire.gov.uk

HEALTH AND WELLBEING BOARD

TO FOLLOW REPORT (S)

6 Better Care Fund (20 mins) (Pages 1 - 56)
Report to follow by Sam Tilley, Shropshire CCG.

This page is intentionally left blank

Committee and Date	Item
Health and Wellbeing Board 28th July 2016 9.30 am	

SHROPSHIRE HEALTH AND WELLBEING EXECUTIVE

1. Introduction

The Health and Wellbeing Board is as asked to consider the content of the report:

- Better Care Fund update on 16/17 Plan submission and approval
- Better Care Fund financial review
- Better Care Fund and Children's Services
- Better Care Fund Partnership Agreement
- Better Care Fund Finance and Performance Report July 2016 (attached)
- Better Care Fund Scheme Tracker July 2016 (attached)

2. Recommendations

The Health & Wellbeing Board is asked to:

- Note the progress on the submission of the Better Care Fund narrative plan for 2016/17
- Note the progress and aims of the work to undertake a detailed financial review of the pooled budget that makes up the BCF
- Note the updated BCF Partnership Agreement and agree that it is signed and adopted for 2016/17
- Note the content of the Better Care Fund Performance Report

REPORT

3. Purpose of Report

To update the Health and Wellbeing Board on progress with the 16/17 BCF plan submission, the work to review the budget of the BCF and to present an update on the performance of the Better Care Fund.

4. Background

NHS England and the Local Government Association require CCG's and Local Authorities to work together to develop an annual Better Care Fund (BCF) Plan supported by a mandated minimum pooled budget.

5. Update on 16/17 BCF Plan

At the last meeting of the HWBB on 9th June the Board were advised that we had been asked to make some revisions to the plan and it was agreed that this would be carried out by the H&WB Delivery group via delegated authority. Further to this a revised plan was submitted to NHS England on 30 June.

Following this submission we have been advised that regional NHSE approval with a recommendation for national approval was given to the plan on the 4th July. This approval asked for some further planning work to take place around 3 Key Lines of Enquiry (KLOE's) which is now largely complete with some further in year development work required around the progression of 7 day services, particularly in the acute setting.

The approval of the plan is a significant milestone and is testament to the hard work that has taken place across the system to meet some challenging requirements from NHSE. It also allows a shift in activity from plan development into scheme development and delivery which will be the main focus of reports to the HWBB going forward.

6. BCF Financial Review

The HWBB Delivery Group has commenced work on a detailed review of the BCF pooled budget. This work will be undertaken by a finance sub group made up of finance leads from the CCG and Shropshire Council alongside key CCG and SC staff.

The main aim of this work is to examine all component parts of the pooled budget to ensure that they are the most appropriate to maximise the performance of the programme. It is anticipated that this work will identify some areas for rationalisation and in light of the challenging financial

landscape locally will endeavour to highlight further opportunities for co-ordinated review and commissioning of services.
This finance review is being carried out alongside the creation of a joint contract register across the CCG and Adult Social Care. This will be used to inform future planning, ensure co-ordination and prioritisation of service reviews and set out the timescale by which pieces of work need to be complete to adhere to contract notice periods or end dates.

The aim is to complete this review work by the end of September in time for a report to be presented detailing findings and actions to the HWBB meeting on the 29th September.

7. BCF Partnership Agreement

The HWBB are required to sign a Partnership Agreement as part of the annual submission of the BCF plan. This confirms the Board's agreement to work in partnership to deliver the plan and the principles under which the pooled budget will be managed

The Partnership Agreement for 14/15 has been updated to reflect the 16/17 BCF plan and pooled budget and has been reviewed by Shropshire Council's Legal Team.

It is proposed that once the financial review has been completed that the Partnership Agreement be revisited to ensure it reflects any further developments in budget management that develop in year.

The HWBB are requested to adopt the Agreement for 2016/17

8. BCF Performance and scheme activity

The end of year local performance report, attached, is summarised below::

- Reducing Non Elective (NEL) admissions to hospital remains a challenge. Although Shropshire met its NEL target in Q1, performance was below target and rated red for the subsequent 4 quarters. The result of this was that no Payment by Performance funds were released during 2015/16. Work to address unplanned hospital admissions remains a high priority and forms part of the A&E recovery plan.
- Performance for the Reablement and Admissions to Residential Care metrics have been achieved with a degree of consistency in 2015/16
- In terms of our local metrics – Admissions to Redwoods with a diagnosis of dementia. This metric measures the number of people admitted to Redwoods with a diagnosis of dementia as a proportion of the population with a diagnosis of dementia. This is an annually reported target reported in Q3 as being achieved. Whilst admissions had remained fairly static the achievement of the target reflects the significant work around dementia

diagnosis and the increased numbers of the population who received a diagnosis during the reporting period. This target will need close monitoring in 2016/17.

- Reporting on the mental health out of hours crisis number is based on an annual patient survey. Results show an improvement on 2014/15 position and an increased rate of responses. However, performance falls short of the 2015/16 target and is rated as amber
- The Delayed Transfers of Care metric remains a challenge and continues to be rated red. This area continues to be the subject of focused work to reverse this position and is linked to the A&E recovery plan.

Please refer to local BCF performance report attached for more detail

All BCF High Impact Schemes for 2016/17 are either fully or partially implemented with the exception of the Falls scheme, on which focused activity is taking place to ensure implementation occurs imminently. Work is ongoing to continue to refine our monitoring processes around progress and impact of schemes on the metrics above.

The BCF assurance timetable for 2016/17 has not yet been published. However, it is anticipated that NHS England will require a Q1 return at the end of August. Due to the timing of this in relation to the next H&WBB meeting, as in previous instances the H&WB Delivery group will maintain oversight of this submission.

9. Engagement

There has been extensive engagement in developing the BCF plan. This is set out in the Engagement section of the narrative plan

10. Risk Assessment and Opportunities Appraisal (including Equalities, Finance, Rural Issues)

A specific Risk Log is included in the BCF narrative plan. Equalities issues are embedded throughout the plan. The plan also includes a section outlining the financial commitments supporting delivery. Rural issues are referenced thorughout the plan.

BCF Metric	Monitoring Lead	Data Source	On Target Y/N	Issues	Actions
Non-elective admissions to General and Acute hospitals.	Helen	UNIFY2	**Y**		
ASCOF 2A Admissions of older people into permanent residential/nursing care	Caron	Carefirst	?	Technical guidance refers to ASCOF, which historically has generated this result from the ASC-CAR return. However, since April 2014, councils are to report in accordance with new SALT return. There are some significant variations in the construction, which may impact on our ability to meet original targets. Need clarity re which population data to be used for the denominator (MYE latest)22	Data in accord with the SALT report will not be available until end Q3. In the absence of this, JE's Team are running monthly admissions reports, in accord with old ASC-CAR.
Q10. Do you know how to contact this person if you have a concern about your care?	Caron	CQC - Annual Community MH Survey.	?	**Awaiting response from email sent to CQC (29/10/14) asking for timescales of next survey**. Estimate same timeframe as last year, which will be survey done in Jan 2015, and results published in Sept 2015.	CB to download the 2014 CQC Survey results for Shropshire. **What specific actions are in place**, to ensure residents remember that they have received information re who to contact? Timing? If survey is Jan, could lose this information with xmas post and it may also clash with annual User/Carer Survey scheduled for
ASCOF 2B Reablement - Older people discharged from hospital into reablement, who are still at home 91 days' later.	Caron	Callum.	?	Historically, this was reported for a sample period, specified by DH. However, Community Trust now have a single point of referral and will be able to monitor this on a monthly basis from Nov 2014. Alongside this monitoring, Callum needs to monitor **separately**, the data required nationally, for the ASCOF sample measure. CB to provide precise definition details to Callum. Ensure the correct denominator data is used (**HES**, not SUS). **See email "Social Care Queries" 07/10/14.**	Callum to build in a review mechanism to enable us to track where people are, after 91 days. Sarah Watson will send Callum the data from August to Oct. At the end of each calendar month, Callum will send number admitted into reablement and still at home 91 days' later. Because of the time delay for tracking clients, **the first available data will be reported in December**.
DTOC	Helen				
Dementia admissions	Helen	QoF		Provisional 13/14 data, dementia register size = 2367, compared to 2624 submitted in template dated 190914. No year to date performance data available.	Agree with KA what the 13/14 baseline is. HM to follow up obtaining the 14/15 performance data.

End of Year Report

BCF 1 - Non Elective Admissions:

		Jan - Mar 2015			Apr - Jun 2015			Jul - Sep 2015			Oct - Dec 2015		
2015		Actual	7199	G	Actual	7429	R	Actual	7375	R	Actual	7883	R
		Plan:	7252		Plan:	7143		Plan:	6559		Plan:	6684	
		Annual Plan 27,638									Cumulative Total	29886	
		Jan - Mar 2016											
2016		Actual	7762	R									
		Plan:	7380										

BCF 2 - Residential & Nursing Care Home Admissions

	Q4 2014/5	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
2015/16	548.8	data unavailable during this period				239.55	282.23	363.46	414.40	468.4	475.4	475.4	550.7

BCF 3 - Reablement:

	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
2014/15						R	A	A	A	A	A	A
2015/16	A	G	G	G	G	G	G	G	G	G	G	

BCF 4 - Delayed transfers of care: delayed days

Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16
R	R	R	R	R	R	R	R	R	R	R	R	R

Status	R	Forecast	R

BCF 5 - Patient / Service User Experience Metric.

	13/14 Baseline	14/15 Plan	15/16 Plan
Plan		**50%**	**70%**
Result	50.0%	55.0%	62.0%
Num	146	136	171
Denom	292	247	276

Latest performance shows an improvement albeit lower than the planned profile. 2015 data did not include the numerator, only provided with the denominator, we have therefore made a calculation of the numerator from the result

BCF 6 - Local Metric

Local people admitted (unplanned) to Redwoods Hospital with a diagnosis of dementia as a proportion of those with a dementia diagnosis

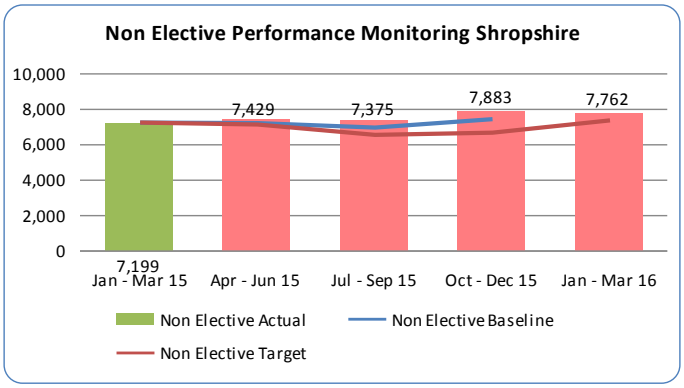
	13/14 Baseline	14/15 Plan	15/16 Plan
Plan		**1.4%**	**1.2%**
Result	1.6%	1.4%	1.2%
Num	41	40	38
Denom	2624	2936	3258

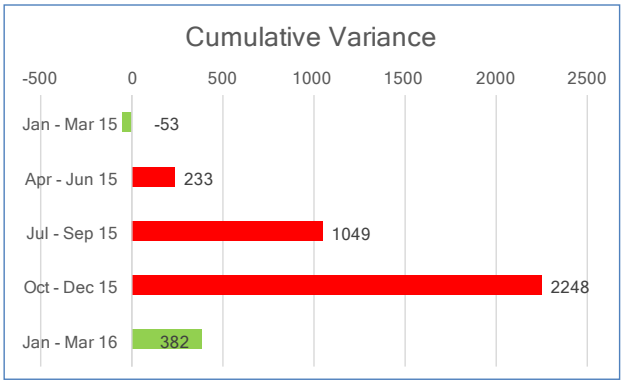
Summary: End of year performance shows a mix of positive and negative results. Positive performance has been achieved with residential and nursing admissions performance being better than planned. Re-ablement figures have continued to see a steady improvement throughout the year. Non elective admission figures and delayed transfer of discharge have both failed to meet the set standards. Local measures for patient services have improved but failed to meet the target whilst unplanned admissions to Redwoods hospital have remained on plan.

BCF 1 - Non Elective Admissions

Emergency Admissions to hospital

	Q1 14/15	Q2 14/15	Q3 14/15	Q4 14/15	Q1 15/16	Q2 15/16	Q3 15/16	Q4 15/16
Target				7,252	7,143	6,559	6,684	7,380
Actual	7,227	6,973	7,446	7,199	7,429	7,375	7,883	7,762





Rationale:

Performance Comments: Performance for the year 2015 is below plan by 2248. Target figures for 2016 are now agreed and quarter 1 performance remains to be below profile.

Cumulative performance plan is to achieve a reduction in Non Elective Admissions. This measure will be reported quarterly.
Definition: Sum of Non Elective FFCE's for the Contributing CCG's as per the BCF Template. Source: Unify2.

RAG Rating - Ratings used for this measure are based on - Red = non elective admissions is over target - Green = non elective admissions is under target

Note:

There have previously been two data sources to support NEL activity:
1) MAR (Monthly Activity Return). 2) SUS (Secondary Users Service). This is a return that the providers make via Unify2.
Shropshire CCG has used MAR data from the outset of the BCF and the original BCF Submission used MAR as the baseline (as per the original guidance). However, there has now been a national shift to the use of SUS data for the purposes of BCF planning and this data set (rather than MAR) will be the basis of planning and performance monitoring going forward.

BCF 2 - Residential & Nursing Care Home Admissions

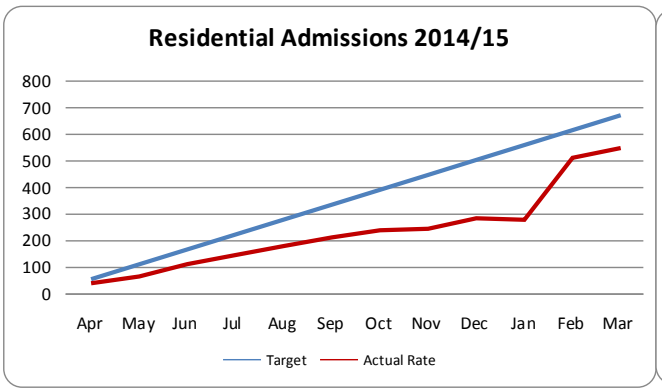
Permanent admissions of older people (aged 65 and over) to residential and nursing care homes, per 100,000 older population

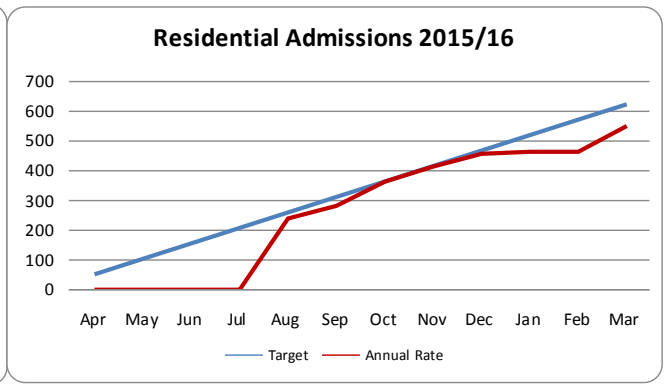
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Target	52	104	156	208	260	312	364	416	468	520	572	623.7
Annual Rate	0	0	0	0	239.6	282.2	363.46	414.40	468.4	475.4	464.0	550.7
Number	0	0	0	0	174	205	264	301	332	337	337	400
Population	72635	72635	72635	72635	72635	72635	72635	72635	72635	72635	72635	72635

Monthly target 52

Status | Forecast

Data in accordance with new paperwork in line with the SALT Return - provisional figure shown





Rationale: Avoiding permanent admissions into care homes is a good measure of delaying dependency. Our focus, therefore, is to keep admissions as low as possible, particularly inappropriate admissions.

Performance Comments:

End of year performance is better than target albeit slightly higher than the previous year. The long term trend remains positive.

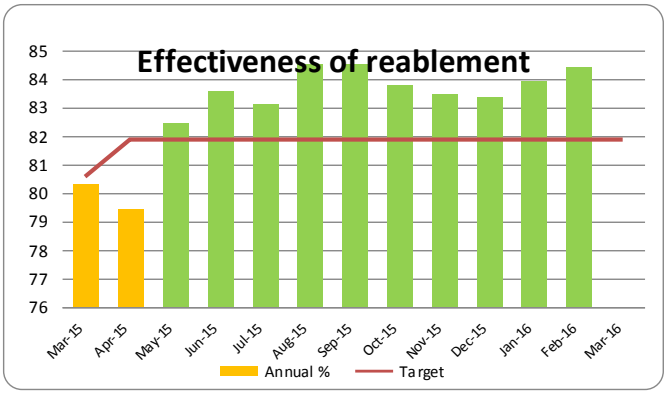
Definition: Rate of admissions per 100,000 people
Numerator: Number of older people aged 65+, admitted into permanent residential/nursing care, during the year. Source: SALT Return.
Denominator: Total number of older people, aged 65+, in Shropshire. Source: ONS Mid Year Estimate.

BCF 3 - Reablement

Proportion of older people (65 and over) who were still at home 91 days after discharge from hospital into reablement

	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16
Target	81.9	81.9	81.9	81.9	81.9	81.9	81.9	81.9	81.9	81.9	81.9	81.9
Annual %	79.5	82.5	83.6	83.1	84.5	84.5	83.8	83.5	83.4	84.0	84.5	#DIV/0!
Number	116	221	336	444	563	673	771	855	948	1068	1184	0
Population	146	268	402	534	666	796	920	1024	1137	1272	1402	0

Status	G	Forecast	G



Note: In year data is **cumulative.**

Definition: Proportion of older people discharged from hospital into reablement services, who are still at home 91 days' later.
Numerator: Number of older people (65+), within the denominator, who are still at home 91 days' after their discharge.
Denominator: Total number of older people (65+) discharged from hospital into reablement services.

Performance for the cumulative year , April 2015 to February 2016, is better than target and year end performance will be better than target. The long term trend remains positive.

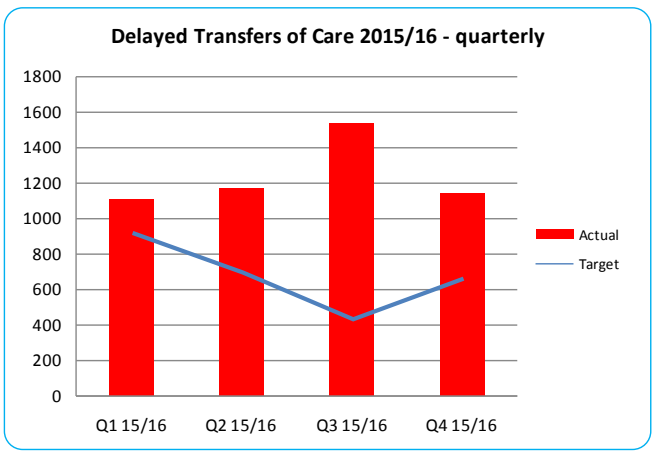
BCF 4 - Delayed transfers of care

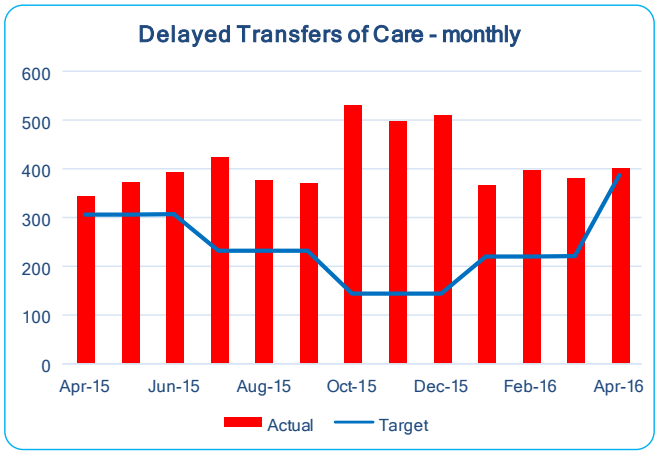
Delayed transfers of care **(delayed days)** from hospital per 100,000 population (aged 18+). Reported one month in

	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16
Target	306	306	307	232	232	232	144	144	144	220	220	221
Monthly Rate	343.0	372.0	393.4	424.0	377.1	369.6	529.6	498.2	509.7	365.5	396.7	381.3
Number of days	864	937	991	1068	950	931	1334	1255	1284	926	1005	966
Population	251893	251893	251893	251893	251893	251893	251893	251893	251893	253354	253354	253354

	Apr-16
Target	387
Monthly Rate	400.6
Number of days	1015
Population	253354

	Q1	Q2	Q3	Q4
Target 15/16	919.4	696.7	432.7	661.9
Quarterly Rate	1108.407	1170.735	1537.558	1143.459
Number of days	2792	2949	3873	2897
Population	251893	251893	251893	253354





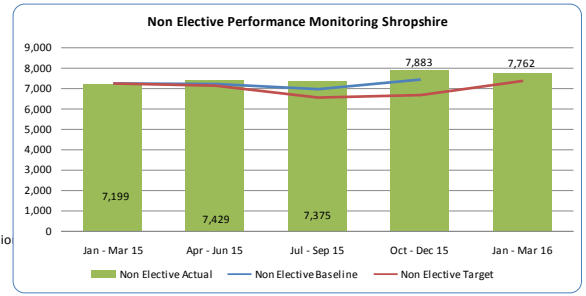
Rationale: This measures the effectiveness of joint working arrangements at the interface between Health and Social Care Services. Aim to keep delays to a minimum.

Performance Comments: Annual performance for this measure is significantly worse than target. Targets for 2016/17 have been established. Data for the first month of the reporting year shows that performance remains below the standard.
It should be noted that this measure is different to the CCG's standard DTOC target of delays of no more than 3.5% of occupied bed days at our acute provider for NHS responsible, Social Care responsible and jointly responsible delays.

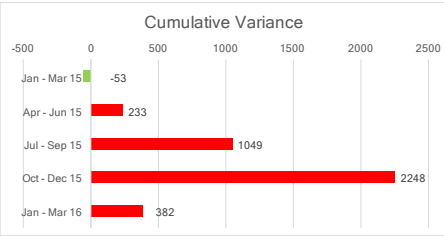
For the purposes of the Better Care Fund, the measure is based on all Shropshire residents wherever they are occupying a bed standardized by 100,000 of population. It also focuses only on those delays which are an NHS responsibility removing from the equation any delays that are a Social Care or joint responsibility. It also makes an adjustment for population growth.
The RAG rating tolerance for this measure is rated as - Red = below the performance standard, Green = better than the performance standard

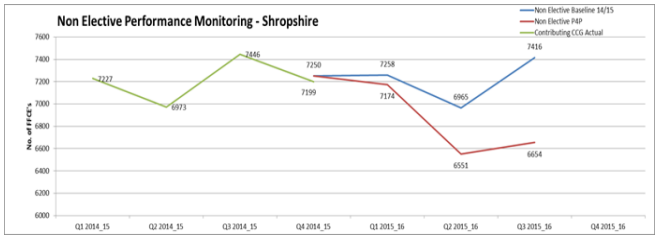
Total non-elective admissions (general & acute), all-age

	Q1 13/14	Q2 13/14	Q3 13/14	Q4 13/14	Q1 14/15	Q2 14/15	Q3 14/15	Jan - Mar 15	Apr - Jun 15	Jul - Sep 15	Oct - Dec 15	Jan - Mar 16
Non Elective Baseline	6,824	6,668	7,408	7,250	7,258	6,965	7,416	7,252	7,227	6,973	7,446	
Non Elective Target								7,252	7,143	6,559	6,684	7,380
Non Elective Actual					7,227	6,973	7,446	7,199	7,429	7,375	7,883	7,762
								-53	286	816		



	Jan - Mar 15	Apr - Jun 15	Jul - Sep 15	Oct - Dec 15	Jan - Mar 16
cumulativ	7,252	14,395	20,954	27,638	7380
cumulativ	7,199	14,628	22,003	29,886	7762
variance	-53	286	816	1199	382
cumulativ	-53	233	1049	2248	382





Definition:-
Everyone Counts: Planning for Patients 2014/15 - 2018/19: Technical Definitio
Commissioning Groups and Area Teams

E.C.4: Non-elective FFCEs (First Finished Consultant Episode)
DEFINITIONS Detailed Descriptor:
Total number of non-elective FFCEs in general & acute (G&A) specialties in a month. Lines Within Indicator (Units):
Number of G&A non-elective FFCEs in the period. Data Definition:
Non-Elective FFCEs data are derived from the Monthly Activity Return, which is collected from the NHS. It is collected from providers (both NHS and IS) who provide the data broken down by Commissioner.
Number of first finished consultant episodes (FFCEs) for the G&A specialties (see below) relating to hospital provider spells for which:
- patient classification = ordinary admission;
- admission method = emergency admission, maternity admission, other admission (codes 21-83);

Exclude "well babies". These are defined as having admission method = other and neonatal level of care = normal care.
General & Acute specialties;
- include: 100-192, 300-460, 502, 800-831, 900 and 901
- exclude: 501, 700-715.

Monthly Activity Return guidance is available here: http://www.england.nhs.uk/statistics/statistical-work-areas/hospital-activity/monthly-hospital-activity/
MONITORING Monitoring Frequency:
Monthly Monitoring Data Source:
Monthly Activity Returns
ACCOUNTABILITY What success looks like, Direction, Milestones:
There should be a reduction in the growth of the number of non-elective FFCEs. Timeframe/Baseline:
Ongoing
Everyone Counts: Planning for Patients 2014/15 - 2018/19: Technical Definitions for Clinical Commissioning Groups and Area Teams
62
Rationale:
Where clinically appropriate, it is better for patients to be treated or continue their treatment at home or in their community rather than in hospital.
The local NHS should be looking to treat patients in the most clinically appropriate way.
PLANNING REQUIREMENTS Are plans required and if so, at what frequency?
CCG – Yes, monthly for 2014/15 and 2015/16 and annual from 2016/17 to 2018/19 via ProvCom template.
Area Team – Yes, monthly for 2014/15 and 2015/16 and annual from 2016/17 to 2018/19, via ProvCom template.
Please note: Data entered regarding Area Team activity should be based on the activity that is commissioned by an Area Team irrespective of the location of the provider .
For those Area Teams with responsibility for Specilaised Commssioning, this will include activity in line with the contractual arrangements i.e all activity based on a provider footprint not a registration basis.
FURTHER INFORMATION
This information will be used to reconcile with data collected in the finance planning template.

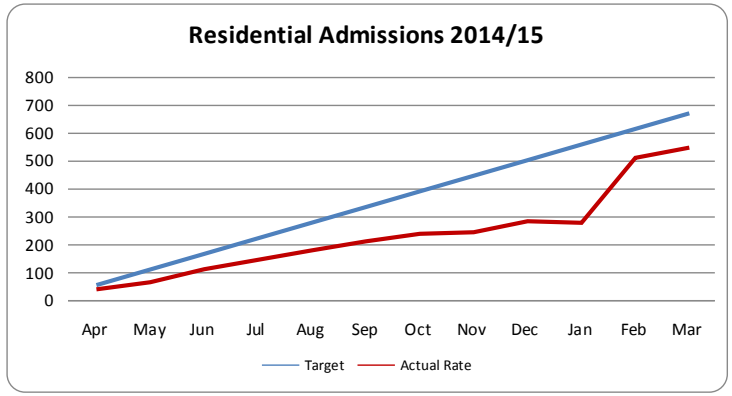
Residential admissions

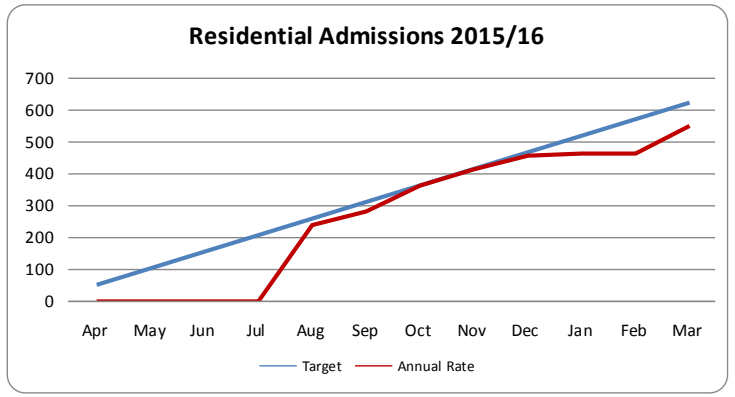
Permanent admissions of older people (aged 65 and over) to residential and nursing care homes,

	13/14 Base	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	15/16
Target	749.2	56	112	168	224	280	336	392	448	504	560	616	672	623.7
Actual Rate	749.2	40.9	66.3	112.9	146.7	180.6	213.0	239.8	245.5	285.0	279.3	512.1	548.8	623.7
Number	498	29	47	80	104	128	151	170	174	202	198	363	389	453
Population	66475	70883	70883	70883	70883	70883	70883	70883	70883	70883	70883	70883	70883	72635

	14/15 Base	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	15/16
Target	672	52	104	156	208	260	312	364	416	468	520	572	623.7	
Annual Rate	548.8	0.0	0.0	0.0	0.0	239.6	282.2	363.5	414.4	457.1	464.0	464.0	550.7	#DIV/0!
Number	389	0	0	0	0	174	205	264	301	332	337	337	400	0
Population	70883	72635	72635	72635	72635	72635	72635	72635	72635	72635	72635	72635	72635	

Note: BCF figures and Shropshire Council annual rate figures vary due to use of different population figures





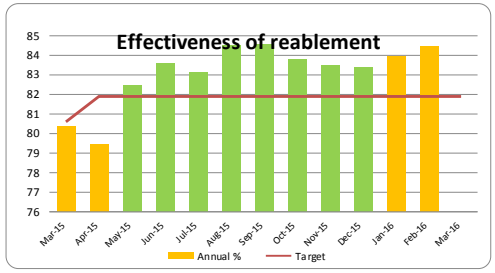
Reablement

Proportion of older people (65 and over) who were still at home 91 days after discharge from hospital into reablement

	2013/14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16
Target		80.6	80.6	80.6	80.6	80.6	80.6	80.6	80.6	80.6	80.6	80.6	80.6	81.9	81.9	81.9	81.9	81.9	81.9	81.9	81.9	81.9	81.9	81.9	81.9
Annual %	77.4	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	72.4	78.5	79.7	79.5	79.7	80.3	79.5	82.5	83.6	83.1	84.5	84.5	83.8	83.5	83.4	84.0	84.5	#DIV/0!
Number	120							76	164	243	346	444	552	116	221	336	444	563	673	771	855	948	1068	1184	
Denominator	155							105	209	305	435	557	687	146	268	402	534	666	796	920	1024	1137	1272	1402	
																				79.03226	80.76923	82.30088	80.64516		
																				98	84	93	275		
																				124	104	113	341		

	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	2016/17
Target	81.9	81.9	81.9	81.9	81.9	81.9	81.9	81.9	81.9	81.9	81.9	81.9	
Annual %													
Number													
Denominator													

ASCOF Oct - Dec = 80.6%



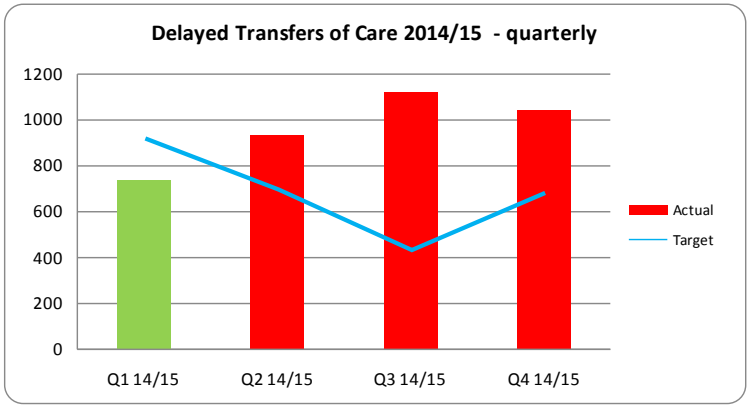
Delayed transfers of care

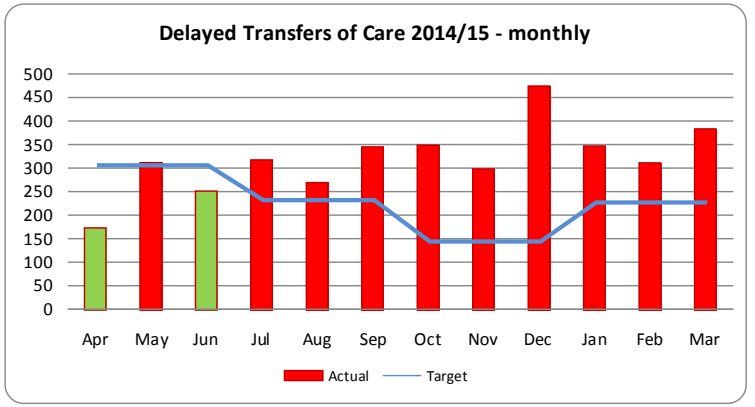
Delayed transfers of care (delayed days) from hospital per 100,000 population (aged 18+).

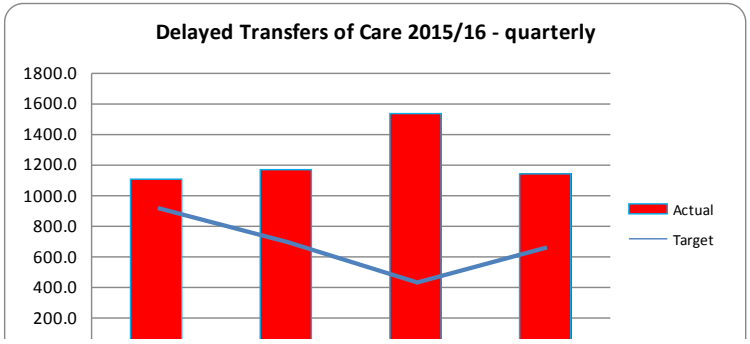
	13/14 Base	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	15/16
Target		306	306	306	232	232	232	144	144	144	227	227	227	
Actual		173.0	311.6	251.3	317.6	269.2	345.1	348.7	298.4	474.6	347.0	311.2	383.5	
Number		433	780	629	795	674	864	873	747	1188	874	784	966	
Denominator		250337	250337	250337	250337	250337	250337	250337	250337	250337	251893	251893	251893	253354

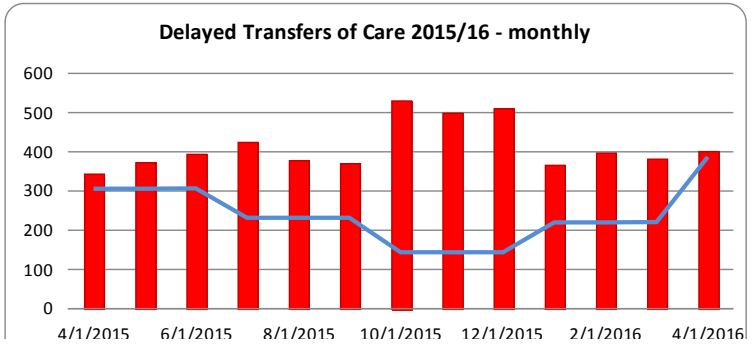
	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16
Target	306	306	307	232	232	232	144	144	144	220	220	221	387
Actual	343.0	372.0	393.4	424.0	377.1	369.6	529.6	498.2	509.7	365.5	396.7	381.3	400.6
Number	864	937	991	1068	950	931	1334	1255	1284	926	1005	966	1015
Denominator	251893	251893	251893	251893	251893	251893	251893	251893	251893	253354	253354	253354	253354

	Q1 14/15	Q2 14/15	Q3 14/15	Q4 14/15	Q1 15/16	Q2 15/16	Q3 15/16	Q4 15/16
Target	919.6	697.1	433	682.2	919.4	696.7	432.7	661.9
Actual	735.8	931.9	1121.7	1041.7	1108.4	1170.7	1537.6	1143.5
Number	1842	2333	2808	2624	2792	2949	3873	2897
Denominator	250337	250337	250337	251893	251893	251893	251893	253354









0.0
Q1 15/16
Q2 15/16
Q3 15/16
Q4 15/16

4/1/2015
6/1/2015
8/1/2015
10/1/2015
12/1/2015
2/1/2016
4/1/2016
Actual
Target

Patient / Service User Experience Metric

Q10. Do you know how to contact this person if you have a concern about your care?
http://www.cqc.org.uk/provider/RRE/survey/6#undefined

	13/14 Base	14/15	15/16
Target		50%	70%
Metric Val	50%	50.00%	70.00%
Numerato	5	5	7
Denomina	10	10	10

Local Metric

Local people admitted (unplanned) to Redwoods Hospital with a diagnosis of dementia as a proportion of those with a

	13/14 Base	14/15	15/16
Target		1.4%	1.2%
Metric Val	1.6%	1.4%	1.2%
Numerato	41	40	38
Denomina	2624	2936	3258

Non Elective Admissions:

	13/14 Base	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	15/16
Target														
Actual														
Number														
Denominator														

title:

Dated 1st April 2016

Shropshire Council

and

NHS Shropshire Clinical Commissioning Group

V1 Final Draft

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

Contents

Item		Page
PARTIES		3
BACKGROUND		3
1	DEFINED TERMS AND INTERPRETATION	4
2	TERM	11
3	GENERAL PRINCIPLES	11
4	PARTNERSHIP FLEXIBILITIES	11
5	FUNCTIONS	12
6	ESTABLISHMENT OF A POOLED FUND	13
7	POOLED FUND MANAGEMENT	14
8	FINANCIAL CONTRIBUTIONS	15
9	NON FINANCIAL CONTRIBUTIONS	15
10	RISK SHARE ARRANGMENTS, OVERSPENDS AND UNDERSPENDS	15
11	CAPITAL EXPENDITURE	16
12	VAT	16
13	AUDIT AND RIGHT OF ACCESS	16
14	LIABILITIES AND INSURANCE AND INDEMNITY	16
15	STANDARDS OF CONDUCT AND SERVICE	17
16	CONFLICTS OF INTEREST	18
17	GOVERNANCE	18
18	REVIEW	19
19	COMPLAINTS	19
20	TERMINATION & DEFAULT	19
21	DISPUTE RESOLUTION	20
22	FORCE MAJEURE	21
23	CONFIDENTIALITY	22
24	FREEDOM OF INFORMATION AND ENVIRONMENTAL PROTECTION REGULATIONS	22
25	OMBUDSMEN	23
26	INFORMATION SHARING	23
27	NOTICES	23
28	VARIATION	25
29	CHANGE IN LAW	25
30	WAIVER	25
31	SEVERANCE	25
32	ASSIGNMENT AND SUB CONTRACTING	26

33	EXCLUSION OF PARTNERSHIP AND AGENCY	26
34	THIRD PARTY RIGHTS	26
35	ENTIRE AGREEMENT	26
36	COUNTERPARTS	26
37	GOVERNING LAW AND JURISDICTION	27

THIS AGREEMENT is made on 1st day of April 2016

PARTIES

(1) **SHROPSHIRE COUNCIL** (the **"Council"**)

(2) **NHS SHROPSHIRE 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 Shropshire within its administrative area.

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

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

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

(E) The purpose of this Agreement is to set out the terms on which the Partners have agreed to collaborate and to establish a framework through which the Partners can secure the future position of health and social care services through lead or joint commissioning arrangements. It is also a 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 as set out in the Better Care Fund plan;

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

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

1 DEFINED TERMS AND INTERPRETATION

1. 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.

2014 Act means the Care Act 2014.

Affected Partner means, in the context of Clause **22**, 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.

Associated Person: means in respect of the Council, a person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest; OR any other body that substantially performs any of the functions of the Council that previously had been performed by the Council

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

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

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

Bribery Act means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation

Care Act means the Care Act 2014 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation

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

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

Commencement Date means 00:01 hrs on 1st April 2016.

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.

Data Protection Legislation: this includes the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner

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 amended or replaced by the Care Act) as relevant to the commissioning of the Services and which may be further described in the relevant Scheme Specification.

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

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

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

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

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

Law means:

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

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

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

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

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

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

Local Objectives: Objectives as set out in the Better Care Fund Plan

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

Month means a calendar month.

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

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

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

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

Partner means each of the CCG and the Council, and references to "**Partners**" shall be construed accordingly and such reference shall include each Partner's employees (paid or unpaid) agents, servants, consultants and contractors.

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.

Prohibited Act: the following constitute Prohibited Acts:

a) to directly or indirectly offer, promise or give any person working for or engaged by the [Partners] a financial or other advantage to:

i)induce that person to perform improperly a relevant function or activity; or
ii) reward that person for improper performance of a relevant function or activity;

b) to directly or indirectly request, agree to receive or accept any financial or other advantage as a inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;

c) committing any offence:

i) under the Bribery Act
ii) under legislation creating offences concerning fraudulent act;
iii) at common law concerning fraudulent acts relating to this Agreement and any other contracts with the [Partners]; or

d) defrauding, attempting to defraud or conspiring to defraud the [Partners]

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

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

1 April to 30 June

1 July to 30 September

1 October to 31 December

1 January to 31 March

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

Regulations means the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 No 617 as amended or replaced by the Care Act

Regulated Activity: in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006

Regulatory Body: those government departments and regulatory, statutory and other entities, committees and bodies that, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this Agreement, or any other affairs of the Parties

Regulated Provider: as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006

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

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

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

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

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

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

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

SOSH means the Secretary of State for Health.

Term: means the period commencing on the Commencement Date and expiring on the Expiry Date

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

TUPE: means the Transfer of Undertakings (Protection of Employment) Regulations 2006

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.

2. In this Agreement, all references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made there under 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.

3. Any headings to Clauses, together with the front cover and the index are for convenience only and shall not affect the meaning of this Agreement. Unless the

contrary is stated, references to Clauses and Schedules shall mean the clauses and schedules of this Agreement.

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

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

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

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

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

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

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

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

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

2 TERM

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

2. This Agreement shall continue until it is terminated in accordance with Clause [20].

3. The duration of the arrangements for each Individual Scheme shall be as set out in the relevant Scheme Specification and for the avoidance of doubt the duration of each Individual Scheme should not go beyond the duration of this Agreement.

3 GENERAL PRINCIPLES

1. Nothing in this Agreement shall affect:

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

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

2. The Partners agree to:

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

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

   3.2.3 provide early information and notice about relevant problems.

3. 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

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

   4.1.1 Lead Commissioning Arrangements;

   4.1.2 Joint (Aligned) Commissioning

   4.1.3 the establishment of one or more Pooled Funds

   in relation to Individual Schemes (the "Flexibilities")

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.

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. 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

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.

2. 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 and shall be completed and agreed between the Partners. The initial Scheme Specification is set out in schedule 1

3. 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.

4. The introduction of any Individual Scheme will be subject to business case approval by the Health & Wellbeing Board or by delegated authority as directed by the Health & Wellbeing Board. The business case will also recommend the commissioning arrangements in relation to new schemes.

Joint Commissioning

5. 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 Functions are commissioned with all due skill, care and attention.

6. 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.

7. 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.

8. The Partners shall comply with the arrangements in respect of the Joint (Aligned) Commissioning as set out in the relevant Scheme Specification.

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

10. The Health & Wellbeing Delivery Group will report back to the Health and Wellbeing Board as required by its Terms of Reference.

Lead Commissioner

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

5.11.1 exercise the Functions as identified in the relevant Scheme Specification;

5.11.2 endeavour to ensure that the Functions are funded within the parameters of the Financial Contributions of each Partner in relation to each particular Service in each Financial Year.

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

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

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

5.11.6 where Services are commissioned perform the obligations of the Commissioner with all due skill, care and attention

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

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

5.11.9 keep the other Partner regularly informed of the effectiveness of the arrangements including the Better Care Fund and any Overspend or Underspend in a Pooled Fund.

6 ESTABLISHMENT OF A POOLED FUND

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.

   The pooled fund allocations from each party are set out on the BCF Finance and Metrics template which accompanies the BCF narrative plan

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

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

6.3.1 the Contract Price;

6.3.2 the Permitted Budget;

6.3.3 Performance Payments;

6.3.4 Third Party Costs;

6.3.5 Approved Expenditure

("Permitted Expenditure")

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.

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.

6. The Host Partner for the Better Care Fund Pooled Budget is agreed as the Council. The Host Partner shall be the Partner responsible for:

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

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

6.6.3 appointing the Pooled Fund Manager;

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

7 POOLED FUND MANAGEMENT

1. The Pooled Fund Manager in respect of the Pooled Fund shall have the following duties and responsibilities:

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

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

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

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

7.1.5 reporting to the Health & Wellbeing Board as required;

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

7.1.7 preparing and submitting to the Health & Wellbeing Board Quarterly reports (or more frequent reports if required) 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 Health & Wellbeing 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.

2. In carrying out their responsibilities as provided under Clause [8.2] the Pooled Fund Manager shall have regard to the recommendations of the Health & Wellbeing Board and shall be accountable to the Partners.

3. The Health & Wellbeing Board (or the Executive Delivery Group through delegated authority) may agree to the viring of funds between Pooled Funds.

8 FINANCIAL CONTRIBUTIONS

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

2. The Financial values identified in the 2016-17 scheme will be rolled forward to 2017-18 as a minimum, taking into account any formal variations actioned during the year and notwithstanding any contribution levels mandated by NHS England. The Health & Wellbeing Delivery Group will advise the Health and Wellbeing Board of plans to contain inflation and growth for future years through the production of Quality, Innovation, Productivity or Prevention schemes within the fund. The contributing organisations may increase contributions to the fund through formal variation at any time.

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

4. With the exception of Clause [14], 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 Finance, Contracts and Performance Group minutes and recorded in the budget statement as a separate item.

9 NON FINANCIAL CONTRIBUTIONS

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).

10 RISK SHARE ARRANGMENTS, OVERSPENDS AND UNDERSPENDS

Risk share arrangements

1. The Partners have agreed risk share arrangements as set out in schedule 3 , which provide for financial risks arising within the commissioning of services from the pooled funds and the financial risk to the pool arising from the payment for performance element of the Better Care Fund.

Overspends in Pooled Fund

2. Subject to Clause [12.2], the Lead Commissioner for the relevant scheme shall manage expenditure within the Financial Contributions and shall ensure that the expenditure is limited to Permitted Expenditure.

3. The Lead Commissioner 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 Health & Wellbeing Delivery Group

4. In the event that the Pooled Fund Manager identifies an actual or projected Overspend the Pooled Fund Manager must ensure that the Health & wellbeing Delivery Group is informed as soon as reasonably possible and the provisions of the relevant Scheme Specification and Schedule 3 shall apply.

Underspends in Pooled Fund

5. 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 and the terms of the Performance Payment Arrangement.

11 CAPITAL EXPENDITURE

Pooled Funds shall normally be applied towards any one-off expenditure on goods and/or services, which will provide continuing benefit and would historically have been funded from the capital budgets of one of the Partners. If a need for capital expenditure is identified this must be agreed by the Partners.

12 VAT

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

13 AUDIT AND RIGHT OF ACCESS

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 Public Sector Audit Appointments Limited to make arrangements to certify an annual return of those accounts under the Local Audit and Accountability Act 2014.

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.

14 LIABILITIES AND INSURANCE AND INDEMNITY

1. Subject to Clause 14.2, and 14.3, if a Partner ("First Partner") incurs a Loss arising out of or in connection with this Agreement or a 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.

2. Clause 14.1 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 Health & Wellbeing Board.

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 14. the Partner that may claim against the other indemnifying Partner will:

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

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

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

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.

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.

6 Neither Partner shall be liable to the other Partner for claims arising from any acts or omissions of the other Partner in connection with the Services before the Commencement Date.

15 STANDARDS OF CONDUCT AND SERVICE

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).

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.

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.

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.

16 CONFLICTS OF INTEREST

The Partners shall comply with the agreed policy for identifying and managing conflicts of interest as set out in schedule 6

17 GOVERNANCE

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

2. The Health and Wellbeing board, Healthwatch and the overview and scrutiny committees have signed a memorandum of understanding to ensure good lines of communication and a collective understanding of each other's roles

3. Implementation of the plan, financial and performance monitoring is the responsibility of the Health and Wellbeing Delivery group.

4. The Health & Wellbeing Delivery group is made up of the relevant directors and senior representatives of the Council and the CCG and whose purpose is to drive the development and delivery of the health and wellbeing work/action plans including the Better Care Fund plan. The terms of reference for this group can be found in Schedule 2 of this Agreement

5 It is the responsibility of the Health & Wellbeing Delivery group to ensure that strategic objectives across health & the local authority are aligned. Strategic issues are resolved through this forum.

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

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

8. Each Services Schedule shall confirm the governance arrangements in respect of the Individual Schemes and how that Individual Schemes is reported to the Health & Wellbeing Board.

18 REVIEW

1. Save where the Health & Wellbeing Board agree alternative arrangements (including alternative frequencies) the Partners shall undertake an annual review ("**Annual Review**") of the operation of this Agreement, the Pooled Fund and the provision of the Services within 3 Months of the end of each Financial Year.

2. Subject to any variations to this process required by the Health & Wellbeing Board, Annual Reviews shall be conducted in good faith and, where applicable, in accordance with the governance arrangements.

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 Health & Wellbeing Board.

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

19 COMPLAINTS

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

20 TERMINATION & DEFAULT

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.

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

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 21.

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

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

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

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

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

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

20.5.5 the Partnership Board shall continue to operate for the purposes of functions associated with this Agreement for the remainder of any contracts and commitments relating to this Agreement; and

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

6. In the event of termination in relation to an Individual Scheme the provisions of Clause 20.5 shall apply mutatis mutandis in relation to the Individual Scheme (as though references as to this Agreement were to that Individual Scheme).

21 DISPUTE RESOLUTION

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.

2. The Authorised Officer shall meet in good faith as soon as possible and in any event within seven (7) days of notice of the dispute being served pursuant to Clause 1, at a meeting convened for the purpose of resolving the dispute.

3. If the dispute remains after the meeting detailed in Clause 2 has taken place, the Partners' respective chief executives or nominees shall meet in good faith as soon as possible after the relevant meeting and in any event with fourteen (14) days of the date of the meeting, for the purpose of resolving the dispute.

4. If the dispute remains after the meeting detailed in Clause 3 has taken place, then the Partners will attempt to settle such dispute by mediation in accordance with the CEDR Model Mediation Procedure or any other model mediation procedure as agreed by the Partners. To initiate a mediation, either Partner may give notice in writing (a **"Mediation Notice"**) to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organisation as agreed by the Partners asking them to nominate a mediator. The mediation shall commence within twenty (20) Working Days of the Mediation Notice being served. Neither Partner will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one (1) hour. Thereafter, paragraph 14 of the Model Mediation Procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the Partners). The Partners will co-operate with any person appointed as mediator, providing him with such information and other assistance as he shall require and will pay his costs as he shall determine or in the absence of such determination such costs will be shared equally.

5. Nothing in the procedure set out in this Clause 21 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.

22 FORCE MAJEURE

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.

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.

3. As soon as practicable, following notification as detailed in Clause 22.2, 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 22.4, facilitate the continued performance of the Agreement.

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.

23 CONFIDENTIALITY

1. In respect of any Confidential Information a Partner receives from another Partner (the "**Discloser**") and subject always to the remainder of this Clause 23, 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:

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

23.1.2 the provisions of this Clause 23 shall not apply to any Confidential Information which:

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

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

2. Nothing in this Clause 23 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.

3. Each Partner:

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

23.3.2 will ensure that, where Confidential Information is disclosed in accordance with Clause 24.3.1, the recipient(s) of that information is made subject to a duty of confidentiality equivalent to that contained in this Clause 23;

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

24 FREEDOM OF INFORMATION AND ENVIRONMENTAL PROTECTION REGULATIONS

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, directing requests to other Partners as appropriate and responding to any requests by the Partner receiving a request for comments or other assistance.

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 23 if it makes disclosures of information in accordance with the 2000 Act and/or 2004 Act and the Local Authority Transparency Code 2015.

25 OMBUDSMEN

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

26 INFORMATION SHARING

The Partners will follow the Information Governance Protocol set out in schedule 7, and in so doing will ensure that the operation this Agreement complies comply with Law, in particular the 1998 Act, 2000 Act and the 2004 Act and will at all times observe the Data Protection Legislation and honour the confidentiality of any data supplied for the performance of this Agreement and in so far as such data constitutes Personal Data within the meaning prescribed by the 1998 Act will at all times comply fully with the 1998 Act principles relative thereto and will at all times indemnify each other from and/or against any cause of action which may be brought against either Partner consequent to any breach or non-observance by the other Partner

27 NOTICES

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

   27.1.1 personally delivered, at the time of delivery;

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

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

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 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).

3. The address for service of notices as referred to in Clause 28.1 shall be as follows unless otherwise notified to the other Partner in writing:

   27.3.1 if to the Council, addressed to the Chief Executive:

   Shropshire Council
   Shirehall
   Abbey Forgate

Shrewsbury
Shropshire
SY2 6ND

Tel: 0345 678 9000
Email: customer.service@shropshire.gov.uk

and

27.3.2 if to the CCG, addressed to the Chief Executive;

Shropshire Clinical Commissioning Group
William Farr House
Mytton Oak Road
Shrewsbury
Shropshire
SY3 8XL

Tel: 01743 277500
Email: ccg@shropshireccg.nhs.uk

28 PROHIBITED ACTS

1 Neither Partner shall commit a Prohibited Act

2 If either of the Partners commits any Prohibited Act or commits any offence under the Bribery Act with or without the knowledge of the other Partner in relation to this Agreement, the non-defaulting Partner shall be entitled:
a) Exercise its right to terminate this Agreement and to recover from the defaulting Partner the amount of any loss resulting from the termination; and
b) To recover from the defaulting Party any loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence.

3 Each Partner must provide the other Partner upon written request with all reasonable assistance to enable that Partner to perform any activity required for the purposes of complying with the Bribery Act. Should either Partner request such assistance the Partner requesting assistance must pay the reasonable expenses of the other Partner arising as a result of such request.

4 The Partners must have in place an anti-bribery policy for the purposes of preventing any of its employees, agents servants consultants or contractors from committing a prohibited act under the Bribery Act and must be enforced where applicable.

5 Should either Partner become aware of or suspect any breach of this clause, it will notify the other Partner immediately. Following such notification, the defaulting Partner should respond promptly and fully to any enquiries of the other Partner, co-operate with any investigation undertaken by the non-defaulting Partner and allow the non-defaulting Partner to audit any books, records and other relevant documentation.

29 SAFEGUARDING

The Partners shall ensure that all Providers have appropriate Safeguarding policies in place and shall require such policies to be implemented where applicable. Where the

services or activities being undertaken with respect to any Individual Scheme are Regulated Activities the Partners shall require Providers to comply with all relevant requirements of the Disclosure and Barring Service.

30 HEALTHWATCH

1 The Partners shall promote and facilitate the involvement of Service Users, carers and members of the public in decision making concerning the Services commissioned.

2 The Partners shall ensure that its contracts with Providers require co-operation with Local Healthwatch where applicable

31 VARIATION

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

32 CHANGE IN LAW

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.

.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.

3 In the event of failure by the Partners to agree the relevant amendments to the Agreement (as appropriate), the Clause 21 (Dispute Resolution) shall apply.

33 WAIVER

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

34 SEVERANCE

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

35 ASSIGNMENT AND SUB CONTRACTING

The Partners shall not sub contract, assign or transfer the whole or any part of this Agreement, without the prior written consent of the other Partners, which shall not be unreasonably withheld or delayed PROVIDED that this shall not apply to any assignment to a statutory successor of all or part of a Partner's statutory functions or where the Council wishes to assign any of its rights under this Agreement; or transfer

all of its rights or obligations by novation to another person where such assignment, transfer or novation is to an Associated Person of the Council.

36 EXCLUSION OF PARTNERSHIP AND AGENCY

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.

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:

36.2.1 act as an agent of the other;

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

36.2.3 bind the other in any way.

37 THIRD PARTY RIGHTS

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

38 ENTIRE AGREEMENT

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.

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.

39 COUNTERPARTS

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

40 GOVERNING LAW AND JURISDICTION

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.

2 Subject to Clause 21 (Dispute Resolution), the Partners irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceedings, dispute or claim, which may arises out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims)

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

Signed for on behalf of **SHROPSHIRE COUNCIL**

_____

Authorised Signatory

Signed for on behalf of **SHROPSHIRE CLINICAL COMMISSIONING GROUP**

_____

Authorised Signatory

SCHEDULE 1 – SCHEME SPECIFICATION

1 The scheme specification for the individual schemes which make up the Better Care Fund plan are found here in two parts; the first is narrative, as found in the Better Care Fund plan. The narrative describes:

- The Aims and Outcomes of the Scheme,
- The service that the scheme delivers,
- The governance arrangements,
- The outcome measures,
- The schedule for performance monitoring.

2. The second part is a table which identifies:

- The Lead Commissioner
- Contracting Arrangements
- Contracts included within the overall scheme
- Value of those contracts
- Financial Contributions
- Non-Financial Contributions
- Lead Officer name and contact details

Please find Part 1 & 2 attached here

Part 1	To be inserted once approved by NHSE
Part 2	To be inserted once approved by NHSE

SCHEDULE 2 – GOVERNANCE

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

2. The Health and Wellbeing board, Healthwatch and the overview and scrutiny committees have signed a memorandum of understanding to ensure good lines of communication and a collective understanding of each other's roles

3. Implementation of the plan, financial and performance monitoring is the responsibility of the Health and Wellbeing Delivery group. The Health & Wellbeing Board have delegated authority to the Health & Wellbeing Delivery group to make financial decisions relating to the pooled fund up to the value of £100,000 without the need for explicit Board approval, unless the Health and Wellbeing Delivery Group deem this necessary.

4. The Health & Wellbeing Delivery group is made up of the relevant directors and senior representatives of the Council and the CCG and whose purpose is to drive the development and delivery of the health and wellbeing work/action plans including the Better Care Fund plan. The terms of reference for this group can be found in this Schedule 2

5. It is the responsibility of the Health & Wellbeing Delivery Group to ensure that strategic objectives across health & the local authority are aligned. Strategic issues are resolved through this forum.

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

7. The Health and Wellbeing Board shall be responsible for the overall approval of the Individual Services, ensuring compliance with the Better Care Fund Plan and the strategic direction of the Better Care Fund.

8. Each Services Schedule shall confirm the governance arrangements in respect of the Individual Service and how that Individual Services is reported to the Health & Wellbeing Board.

The Terms of Reference for the Governance Groups is attached below

Health & Wellbeing Board TOR	HWBB TOR APPROVED 25 FEB 201
Health & Wellbeing Delivery Group TOR	HWB Delivery GroupTerms of Refere

SCHEDULE 3 - RISK SHARE AND OVERSPENDS

1 The Health & Wellbeing Delivery group will be the forum where the performance and finance of the fund will be monitored in detail.

2 The Health & Wellbeing Delivery group will make recommendations to the Health and Wellbeing Board where risk sharing agreements may need to be actioned.

3 Any significant changes in performance that potentially increase risk to a stakeholder will be highlighted to the group; actions will be agreed and monitored to address the immediate impact and to ensure performance moves to target levels. This will include:

3.1 Identify the risk and impact
3.2 Develop a plan to address the immediate affect and address the underlying cause
3.3 Agree the plan of action
3.4 Put plan in place

4 The Policy Framework for 2016/17 removes the need for a Payment for Performance Fund to be set aside and instead allows the equivalent sums to be invested in risk sharing arrangements and NHS Commissioned out of hospital services, or investment in NHS out of hospital commissioned services only. Shropshire will be adopting the latter position.

The funding of any associated risk will be drawn from individual organisations residual budgets and/or virement from within the BCF budget.

5 The Partners agree that overspends and underspends shall be managed in accordance with this Schedule 3.

6 Overspends

6.1 In the event that the pooled fund manager identifies an actual or projected overspend the pooled fund manager must ensure that the Health & Wellbeing Delivery Group is informed as soon as reasonably possible
6.2 The Health & Wellbeing Delivery Group shall consider what action to take in respect of any actual or potential Overspends
6.3 The Health & Wellbeing Delivery Group shall act reasonably having taken into consideration all relevant factors including, where appropriate, the Better Care Fund Plan, any agreed outcomes and any other budgetary constraints agree appropriate in relation to Overspends which may include the following:

6.3.1 Whether there is any action that can be taken in order to contain expenditure
6.3.2 Whether there are any underspends that can be vired from any other fund maintained under this Agreement
6.3.3 How any overspend shall be apportioned between the Partners, such apportionment to be just and equitable taking into consideration all relevant factors
6.3.4 The Partners agree to co-operate fully in order to establish an agreed position in relation to any overspends.

7 Underspends

7.1 In the event that the pooled fund manager identifies an actual or projected underspend the pooled fund manager must ensure that the Health & Wellbeing Delivery Group is informed as soon as reasonably possible

7.2 The Health & Wellbeing Delivery Group shall consider what action to take in respect of any actual or potential underspends. The Health & Wellbeing Delivery Group shall, acting reasonably and having taken into consideration all relevant factors including where appropriate the Better Care Fund Plan and any agreed outcomes and any other budgetary constraints, agree appropriate action in relation to underspends which may include whether there are any overspends within the Better Care Fund that can be offset against the underspend.

The Health & Wellbeing Delivery group will make recommendations to the Health & Wellbeing Delivery Group

During 2016/17 the Health & Wellbeing Delivery Group will be considering an options appraisal in relation to risk sharing in order to consider whether more detailed risk sharing arrangements would be of benefit.

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:
   - 1.1 A Change in Control Notice;
   - 1.2 a Notice of a Event of Force Majeure;
   - 1.3 a Contract Query;
   - 1.4 Exception Reports and provide copies of the same.

2 The Lead Commissioner shall provide the other Partners with copies of any and all:
   - 2.1 CQUIN Performance Reports;
   - 2.2 Monthly Activity Reports;
   - 2.3 Review Records; and
   - 2.4 Remedial Action Plans;
   - 2.5 JI Reports;
   - 2.6 Service Quality Performance Report;
   - 2.7 The Lead Commissioner shall consult with the other Partners before attending:
   - 2.8 an Activity Management Meeting;
   - 2.9 Contract Management Meeting;
   - 2.10 Review Meeting

and, to the extent the Service Contract permits, raise issues reasonably requested by a Partner at those meetings

3 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.

4 The Lead Commissioner shall notify the other Partners of the outcome of any Dispute that is agreed or determined by Dispute Resolution

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.

5 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:
   - 5.1 Resolve disputes pursuant to a Service Contract;
   - 5.2 Comply with its obligations pursuant to a Service Contract and this Agreement;
   - 5.3 Ensure continuity and a smooth transfer of any Services that have been suspended, expired or terminated pursuant to the terms of the relevant Service Contract;

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

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

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

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

SCHEDULE 5 – BETTER CARE FUND PLAN

This section includes the final draft of the Shropshire Health and Wellbeing Board's Better Care Fund submission. Template 1 of the submission includes the following sections:

- The Vision for Health & Care Services
- A case for change,
- Shropshire Performance
- 2016/17 metrics
- National Conditions
    - Protecting Social Care Services
    - 7 Day Services to Support Discharge
    - Data Sharing
    - Joint Assessment & Accountable Lead Professional
    - Agreement on the consequential impact of changes on providers
    - Agreement to invest in out of Hospital services
    - Local action plan to reduce Delayed Transfers of Care
- Engagement
- Delivery Summary
- Annex 1 Detailed Scheme Descriptors

Template 2 includes:

- Outcome measures and targets
- Financial Contribution Matrix

Please find Template 1 & 2 attached here

Template 1	To be inserted once approved by NHSE
Template 2	To be inserted once approved by NHSE

SCHEDULE 6 –THE MANAGEMENT OF CONFLICTS OF INTEREST

Both the Council and the CCG have established and practiced Conflicts of Interest policies in place. For the purpose of this Agreement the Partners agree to adopt the following principles in the governance and delivery of the Better Care Fund Plan.

Doing business appropriately. If Partners get their needs assessments, consultation mechanisms, commissioning strategies and procurement procedures right from the outset, then conflicts of interest become much easier to identify, avoid and/or manage, because the rationale for all decision-making will be clear and transparent and should withstand scrutiny;

Being proactive, not reactive. Partners should seek to identify and minimise the risk of conflicts of interest at the earliest possible opportunity, for instance by:

- considering potential conflicts of interest when electing or selecting individuals to join the governing body or other decision-making bodies;
- ensuring individuals receive proper induction and training so that they understand their obligations to declare conflicts of interest.
- They should establish and maintain registers of interests, and agree in advance how a range of possible situations and scenarios will be handled, rather than waiting until they arise;

Assuming that individuals will seek to act ethically and professionally, but may not always be sensitive to all conflicts of interest. Rules should assume people will volunteer information about conflicts and, where necessary, exclude themselves from decision-making, but there should also be prompts and checks to reinforce this;

Being balanced and proportionate. Rules should be clear and robust but not overly prescriptive or restrictive. They should ensure that decision-making is transparent and fair, but not constrain people by making it overly complex or cumbersome;

Openness. Ensuring early engagement with patients, the public, clinicians and other stakeholders, including local Healthwatch, in relation to proposed commissioning plans;

Responsiveness and best practice. Ensuring that commissioning intentions are based on local health needs and reflect evidence of best practice – securing ‘buy in’ from local stakeholders to the clinical case for change;

Transparency. Documenting clearly the approach taken at every stage in the commissioning cycle so that a clear audit trail is evident;

Securing expert advice. Ensuring that plans take into account advice from appropriate health and social care professionals, e.g. through clinical senates and networks, and draw on commissioning support, for instance around formal consultations and for procurement processes;

Engaging with providers. Early engagement with both incumbent and potential new providers over potential changes to the services commissioned for a local population;

Creating clear and transparent commissioning specifications that reflect the depth of engagement and set out the basis on which any contract will be awarded;

Following proper procurement processes and legal arrangements, including even-handed approaches to providers;

Ensuring sound record-keeping, including up to date registers of interests; and

A clear, recognised and easily enacted system for dispute resolution.

SCHEDULE 7 – INFORMATION GOVERNANCE AND DATA SHARING

The CCG and the Council are currently parties to a data Sharing Protocol to support Health & Social Care population profiling using pseudonomised data.

The CCG and the Council both have Information Governance frameworks in place with identified Senior Information Risk Owners (SIROs), Caldicott Guardians and IG leads. The frameworks are supported by relevant policies, standards and staff training, covering Data Protection, Information and IT Security, FOI, Records Management, Information Management and Data Quality. Programmes for NHS IG Toolkit compliance and monitoring are in place and Shropshire Council is also subject to Cabinet Office Public Sector Network (PSN) annual compliance checks. During 2016/17 the CCG and Council will be reviewing information sharing arrangements to determine whether further information sharing protocols are required to support future plans for joint working.

A copy of the data sharing protocol is attached