

**Dated**

**March 2015**

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**Leeds City Council**

**and**

**NHS LEEDS SOUTH & EAST CLINICAL COMMISSIONING GROUP**

**and**

**NHS LEEDS WEST CLINICAL COMMISSIONING GROUP**

**and**

**NHS LEEDS NORTH CLINICAL COMMISSIONING GROUP**

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**BETTER CARE FUND**

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

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**THIS AGREEMENT** is made on 1<sup>st</sup> April 2015

## **PARTIES**

- (1) **Leeds City Council** of Calverley Street, Leeds, LS1 1UR (the "**Council**")
- (2) **NHS LEEDS SOUTH & EAST CLINICAL COMMISSIONING GROUP** (Co-ordinating Commissioner on behalf of Leeds CCGs) of 3200 Century Way, Thorpe Park, Thorpe Park, Leeds, LS15 8ZB,  
**NHS LEEDS NORTH CLINICAL COMMISSIONING GROUP** of Leafield House, 107-109 King Lane, Leeds, LS17 8BP,  
**NHS LEEDS WEST CLINICAL COMMISSIONING GROUP** of WIRA House, Suite 2-4, WIRA Business Park, West Park Ring Road, Leeds, LS16 6EB,  
  
(Collectively called the "**CCG**" throughout this agreement)

## **BACKGROUND**

- (A) The Council has responsibility for commissioning and/or providing social care services on behalf of the population of Leeds.
- (B) The CCG has the responsibility for commissioning health services pursuant to the 2006 Act Leeds.
- (C) The Better Care Fund has been established by the Government to provide funds to local areas to support the integration of health and social care and to seek to achieve the National Conditions and Local Objectives. It is a requirement of the Better Care Fund that the CCG and the Council establish a pooled fund for this purpose.
- (D) Section 75 of the 2006 Act gives powers to local authorities and clinical commissioning groups to establish and maintain pooled funds out of which payment may be made towards expenditure incurred in the exercise of prescribed local authority functions and prescribed NHS functions.
- (E) The purpose of this Agreement is to set out the terms on which the Partners have agreed to collaborate and to establish a framework through which the Partners can secure the future position of health and social care services through lead or joint commissioning arrangements. It is also means through which the Partners will to pool funds and align budgets as agreed between the Partners.
- (F) The aims and benefits of the Partners in entering in to this Agreement are to:
  - a) improve the quality and efficiency of the Services;
  - b) meet the National Conditions and Local Objectives;
  - c) make more effective use of resources through the establishment and maintenance of a pooled fund for revenue expenditure on the Services.
  - d) remove barriers to working across organisations and professional groups so that people receive seamless integrated support
  - e) ensure high quality services are provided in the right place, backed by excellent research, innovation and technology- including more support at home and in the community, and using hospitals for specialised care
  - f) reduce the need for people to go into hospital or residential care, and help people to leave hospital quickly.

- (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

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

**1998 Act** means the Data Protection Act 1998.

**2000 Act** means the Freedom of Information Act 2000.

**2004 Regulations** means the Environmental Information Regulations 2004.

**2006 Act** means the National Health Service Act 2006.

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

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

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

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

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

**Better Care Fund Plan** means the plan attached at Schedule 7 setting out the Partners plan for the use of the Better Care Fund.

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

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

**Commencement Date** means 1<sup>st</sup> April 2015.

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

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

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

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

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

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

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

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

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

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

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

**Host Partner** means for each Pooled Fund the Partner that will host the Pooled Fund [and for each Aligned Fund the Partner that will host the Aligned Fund]

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

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

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

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

**Month** means a calendar month.

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

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

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

**Non-Recurrent Payments** means funding provided by a Partner to a Pooled Fund in addition to the Financial Contributions pursuant to arrangements agreed in accordance with Clause 8.

**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.

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

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

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

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

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

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

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

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

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

1 April to 30 June

1 July to 30 September

1 October to 31 December

1 January to 31 March

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

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

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

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

**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.

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

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

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



- 1.3 Any headings to Clauses, together with the front cover and the index are for convenience only and shall not affect the meaning of this Agreement. Unless the contrary is stated, references to Clauses and Schedules shall mean the clauses and schedules of this Agreement.
- 1.4 Any reference to the Partners shall include their respective statutory successors, employees and agents.
- 1.5 In the event of a conflict, the conditions set out in the Clauses to this Agreement shall take priority over the Schedules.
- 1.6 Where a term of this Agreement provides for a list of items following the word "including" or "includes", then such list is not to be interpreted as being an exhaustive list.
- 1.7 In this Agreement, words importing any particular gender include all other genders, and the term "person" includes any individual, partnership, firm, trust, body corporate, government, governmental body, trust, agency, unincorporated body of persons or association and a reference to a person includes a reference to that person's successors and permitted assigns.
- 1.8 In this Agreement, words importing the singular only shall include the plural and vice versa.
- 1.9 In this Agreement, "staff" and "employees" shall have the same meaning and shall include reference to any full or part time employee or officer, director, manager and agent.
- 1.10 Subject to the contrary being stated expressly or implied from the context in these terms and conditions, all communication between the Partners shall be in writing.
- 1.11 Unless expressly stated otherwise, all monetary amounts are expressed in pounds sterling but in the event that pounds sterling is replaced as legal tender in the United Kingdom by a different currency then all monetary amounts shall be converted into such other currency at the rate prevailing on the date such other currency first became legal tender in the United Kingdom.
- 1.12 All references to the Agreement include (subject to all relevant approvals) a reference to the Agreement as amended, supplemented, substituted, novated or assigned from time to time.

## **2 TERM**

- 2.1 This Agreement shall come into force on the Commencement Date.
- 2.2 This Agreement shall continue until it is terminated in accordance with Clause 22.
- 2.3 The duration of the arrangements for each Individual Scheme shall be as set out in the relevant Scheme Specification.

## **3 GENERAL PRINCIPLES**

- 3.1 Nothing in this Agreement shall affect:
- 3.1.1 the liabilities of the Partners to each other or to any third parties for the exercise of their respective functions and obligations (including the Functions); or
  - 3.1.2 any power or duty to recover charges for the provision of any services (including the Services) in the exercise of any local authority function.
- 3.2 The Partners agree to:
- 3.2.1 treat each other with respect and an equality of esteem;
  - 3.2.2 be open with information about the performance and financial status of each; and

3.2.3 provide early information and notice about relevant problems.

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

#### **4 PARTNERSHIP FLEXIBILITIES**

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

4.1.1 Lead Commissioning Arrangements;

4.1.2 Integrated Commissioning;

4.1.3 Joint (Aligned) Commissioning

4.1.4 the establishment of one or more Pooled Funds

in relation to Individual Schemes (the "Flexibilities")

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

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

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

#### **5 FUNCTIONS**

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

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

5.3 Where the Partners add a new Individual Scheme to this Agreement a Scheme Specification for each Individual Scheme shall be in the form set out in Schedule 2 shall be completed and agreed between the Partners. The initial scheme specification is set out in schedule 2 part 2.

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

5.5 The introduction of any Individual Scheme will be subject to business case approval by and the Partnership Board.

#### **6 COMMISSIONING ARRANGEMENTS**

Integrated Commissioning

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

- 6.2 All Partners shall be responsible for compliance with and making payments of all sums due to a Provider pursuant to the terms of each Service Contract.
- 6.3 All Partners shall work in cooperation and endeavour to ensure that the relevant Services as set out in each Scheme Specification are commissioned within each Partner's Financial Contribution in respect of that particular Service in each Financial Year.
- 6.4 The Partners shall comply with the arrangements in respect of the Joint (Aligned) Commissioning as set out in the relevant Scheme Specification.
- 6.5 Each Partner shall keep the other Partners and the BCF Partnership Board regularly informed of the effectiveness of the arrangements including the Better Care Fund and any Overspend or Underspend in a Pooled Fund or Non Pooled Fund.
- 6.6 The BCF Partnership Board will report back to the Health and Wellbeing Board as required by its Terms of Reference.

#### Appointment of a Lead Commissioner

- 6.7 Where there are Lead Commissioning Arrangements in respect of an Individual Scheme the Lead Commissioner shall:
  - 6.7.1 exercise the NHS Functions in conjunction with the Health Related Functions as identified in the relevant Scheme Specification;
  - 6.7.2 endeavour to ensure that the NHS Functions and the Health Related Functions are funded within the parameters of the Financial Contributions of each Partner in relation to each particular Service in each Financial Year.
  - 6.7.3 commission Services for individuals who meet the eligibility criteria set out in the relevant Scheme Specification;
  - 6.7.4 contract with Provider(s) for the provision of the Services on terms agreed with the other Partners;
  - 6.7.5 comply with all relevant legal duties and guidance of both Partners in relation to the Services being commissioned;
  - 6.7.6 where Services are commissioned using the NHS Standard Form Contract, perform the obligations of the "Commissioner" and "Co-ordinating Commissioner" with all due skill, care and attention and where Services are commissioned using any other form of contract to perform its obligations with all due skill and attention;
  - 6.7.7 undertake performance management and contract monitoring of all Service Contracts;
  - 6.7.8 make payment of all sums due to a Provider pursuant to the terms of any Services Contract.
  - 6.7.9 keep the other Partner and the Joint Adult Commission Board regularly informed of the effectiveness of the arrangements including the Better Care Fund and any Overspend or Underspend in a Pooled Fund or Non Pooled Fund.

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

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

- 7.2 Each Pooled Fund shall be managed and maintained in accordance with the terms of this Agreement.
- 7.3 It is agreed that the monies held in a Pooled Fund may only be expended on the following:
- 7.3.1 the Contract Price;
  - 7.3.2 where the Council is to be the Provider, the Permitted Budget;
  - 7.3.3 Performance Payments;
  - 7.3.4 Third Party Costs;
  - 7.3.5 Approved Expenditure
- ("Permitted Expenditure")*
- 7.4 The Partners may only depart from the definition of Permitted Expenditure to include or exclude other revenue expenditure with the express written agreement of each Partner.
- 7.5 For the avoidance of doubt, monies held in the Pooled Fund may not be expended on Default Liabilities unless this is agreed by all Partners.
- 7.6 Pursuant to this Agreement, the Partners agree to appoint a Host Partner for each of the Pooled Funds set out in the Scheme Specifications. The Host Partner shall be the Partner responsible for:
- 7.6.1 holding all monies contributed to the Pooled Fund on behalf of itself and the other Partners;
  - 7.6.2 providing the financial administrative systems for the Pooled Fund; and
  - 7.6.3 appointing the Pooled Fund Manager;
  - 7.6.4 ensuring that the Pooled Fund Manager complies with its obligations under this Agreement.

## **8 POOLED FUND MANAGEMENT**

- 8.1 When introducing a Pooled Fund in respect of an Individual Scheme, the Partners shall agree:
- 8.1.1 which of the Partners shall act as Host Partner for the purposes of Regulations 7(4) and 7(5) and shall provide the financial administrative systems for the Pooled Fund;
  - 8.1.2 which officer of the Host Partner shall act as the Pooled Fund Manager for the purposes of Regulation 7(4) of the Regulations.
- 8.2 The Pooled Fund Manager in respect of each Individual Service where there is a Pooled Fund shall have the following duties and responsibilities:
- 8.2.1 the day to day operation and management of the Pooled Fund;
  - 8.2.2 ensuring that all expenditure from the Pooled Fund is in accordance with the provisions of this Agreement and the relevant Scheme Specification;
  - 8.2.3 maintaining an overview of all joint financial issues affecting the Partners in relation to the Services and the Pooled Fund;
  - 8.2.4 ensuring that full and proper records for accounting purposes are kept in respect of the Pooled Fund;

- 8.2.5 reporting to the Partnership Board as required by the Partnership Board and the relevant Scheme Specification;
- 8.2.6 ensuring action is taken to manage any projected under or overspends relating to the Pooled Fund in accordance with this Agreement;
- 8.2.7 preparing and submitting to the Partnership Board Quarterly reports (or more frequent reports if required by the Partnership Board) and an annual return about the income and expenditure from the Pooled Fund together with such other information as may be required by the Partners and the Partnership 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.
- 8.2.8 preparing and submitting reports to the Health and Wellbeing Board as required by it.

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

8.4 The Partnership Board may agree to the virement of funds between Pooled Funds within the limits delegated to the Board members by their respective organisations.

## **9 NON POOLED FUNDS**

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

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

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

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

9.3 The Host Partner for each scheme or individual service within a Non-pooled fund will be responsible for establishing the financial and administrative support necessary to enable the effective and efficient management of that scheme or individual service, meeting all required accounting and auditing obligations.

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

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

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

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

## **10 FINANCIAL CONTRIBUTIONS**

- 10.1 The Financial Contribution of the CCG and the Council to any Pooled Fund or Non-Pooled Fund for the first Financial Year of operation of each Individual Scheme shall be as set out in the relevant Scheme Specification.
- 10.2 Financial contributions for future years will be agreed by the Partners through the BCF Partnership Board as part of the annual city-wide financial planning process, and incorporated into this agreement via a variation as per Clause 30.
- 10.3 Financial Contributions will be paid as set out in each Scheme Specification.
- 10.4 With the exception of Clause 13, no provision of this Agreement shall preclude the Partners from making additional contributions of Non-Recurrent Payments to the Pooled Fund from time to time by mutual agreement. Any such additional contributions of Non-Recurrent Payments shall be explicitly recorded in the BCF Partnership Board minutes and recorded in the budget statement as a separate item.

## **11 NON FINANCIAL CONTRIBUTIONS**

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

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

### **Risk share arrangements**

- 12.1 The partners have agreed risk share arrangements as set out in Schedule 4, which provide for financial risks arising within the commissioning of services from the pooled and non-pooled funds and the financial risk arising from the payment for performance element of the Better Care Fund.

### **Overspends in Pooled Fund**

- 12.2 Subject to Clause 12.3, the Host Partner for the relevant Pooled Fund shall manage expenditure from a Pooled Fund within the Financial Contributions and shall ensure that the expenditure is limited to Permitted Expenditure.
- 12.3 The Host Partner shall not be in breach of its obligations under this Agreement if an Overspend occurs PROVIDED THAT the only expenditure from a Pooled Fund has been in accordance with Permitted Expenditure and it has informed the Partnership Board in accordance with Clause 12.4.
- 12.4 In the event that the Pooled Fund Manager identifies an actual or projected Overspend the Pooled Fund Manager must ensure that the Partnership Board is informed as soon as reasonably possible and the provisions of the relevant Scheme Specification and Schedule 4 shall apply.

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

- 12.5 Where in Joint (Aligned) Commissioning Arrangements either Partner forecasts an overspend in relation to a Partners Financial Contribution to a Non-Pooled Fund or Aligned Fund that Partner shall as soon as reasonably practicable inform the other Partner and the Partnership Board.
- 12.6 Where there is a Lead Commissioning Arrangement the Lead Commissioner is responsible for the management of the Non-Pooled Fund and Aligned Fund. The Lead Commissioner shall as soon as reasonably practicable inform the other Partner and the Partnership Board.

### **Underspend**

- 12.7 In the event that expenditure from any Pooled Fund or Non Pooled Fund in any Financial Year is less than the aggregate value of the Financial Contributions made for that Financial Year the

Partners shall agree how the surplus monies shall be spent using the arrangements described in Schedule 4. Such arrangements shall be subject to the Law and the Standing Orders and Standing Financial Instructions (or equivalent) of the Partners and the terms of the Performance Payment Arrangement.

### **13 CAPITAL EXPENDITURE**

Neither Pooled Funds or Non 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.

### **14 VAT**

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

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

15.1 All Partners shall promote a culture of probity and sound financial discipline and control. The Host Partner shall arrange for the audit of the accounts of the relevant Pooled Fund, or individual scheme/service within a non-pooled fund, and shall require the Audit Commission to make arrangements to certify an annual return of those accounts under Section 28(1) of the Audit Commission Act 1998.

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

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

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

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

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

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

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

16.3.3 give the Other Partners and their professional advisers reasonable access to its premises and personnel and to any relevant assets, accounts, documents and records within its power or control so as to enable the Indemnifying Partner and its professional advisers to examine such premises, assets, accounts, documents and records and to take copies at

their own expense for the purpose of assessing the merits of, and if necessary defending, the relevant claim.

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

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

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

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

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

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

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

## **18 CONFLICTS OF INTEREST**

The Partners shall comply with the agreed policy for identifying and managing conflicts of interest as set out in schedule 8.

## **19 GOVERNANCE**

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

19.2 The Partners have established a Better Care Fund Partnership Board to oversee the delivery of the BCF Plan and to monitor the BCF partnership agreement between the Leeds CCGs and Leeds City Council. The BCF Partnership Board will act as a forum for reviewing and considering plans and proposals, within its delegated authority, for BCF funding and promoting the agenda on integration.

19.3 The Partnership Board is based on a committee in common structure. Collective decision making at the BCF Partnership Board will be through the authority delegated to each group member by their host organisation. However the following decisions are reserved for individual CCG governing bodies and the Council Executive Board:

- Approval of schemes within the pooled budget arrangements
- Financial contributions and budgets
- Changes to the partnership agreement
- Budgets for individual schemes
- Virement and transfers beyond delegated limits
- Contract awards beyond delegated limits



- 19.4 The Partners shall at all times comply with the BCF decision making and financial control standards and process as set out in Schedule 1 Part 2.
- 19.5 The terms of reference of the BCF Partnership Board shall be as set out in Schedule 3 Part 2.
- 19.6 Each Partner has secured internal reporting arrangements to ensure the standards of accountability and probity required by each Partner's own statutory duties and organisation are complied with.
- 19.7 The BCF Partnership Board shall be responsible for ensuring compliance with the Better Care Fund Plan and the strategic direction of the Better Care Fund.
- 19.8 Each Service Schedule shall confirm the governance arrangements in respect of the Individual Schemes and Services and how those Individual schemes and services are reported to the BCF Partnership Board and Health and Wellbeing Board.

## **20 REVIEW**

- 20.1 Save where the Partnership Board agree alternative arrangements (including alternative frequencies) the Partners shall undertake an annual review ("**Annual Review**") of the operation of this Agreement, any Pooled Funds, Non Pooled Funds and Aligned Funds and the provision of the Services within 3 Months of the end of each Financial Year.
- 20.2 Subject to any variations to this process required by the Partnership Board, Annual Reviews shall be conducted in good faith and, where applicable, in accordance with the governance arrangements set out in Schedule 3.
- 20.3 The Partners shall within 20 Working Days of the annual review prepare a joint annual report documenting the matters referred to in this Clause 20. A copy of this report shall be provided to the BCF Partnership Board and Health & Wellbeing Board.
- 20.4 In addition to the Annual Review, if any of the Partners have any reasonable concerns about the operation of this agreement, or the delivery of the agreed BCF plan, it may request that the BCF Partnership Board conduct a review of the matter with a view to agreeing a course of action to resolve such concerns.
- 20.5 In the event that the Partners fail to meet the requirements of the Better Care Fund Plan and NHS England the Partners shall provide full co-operation with NHS England to agree a recovery plan.

## **21 COMPLAINTS**

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

## **22 TERMINATION & DEFAULT**

- 22.1 This Agreement may be terminated by any Partner giving not less than 3 Months' notice in writing to terminate this Agreement provided that such termination shall not take effect prior to the termination or expiry of all Individual Schemes.
- 22.2 Each Individual Scheme may be terminated in accordance with the terms set out in the relevant Scheme Specification provided that the Partners ensure that the Better Care Fund requirements continue to be met.
- 22.3 If any Partner ("Relevant Partner") fails to meet any of its obligations under this Agreement, the other Partners (acting jointly) may by notice require the Relevant Partner to take such reasonable action within a reasonable timescale as the other Partners may specify to rectify such failure. Should the Relevant Partner fail to rectify such failure within such reasonable timescale, the matter shall be referred for resolution in accordance with Clause 23.

- 22.4 Termination of this Agreement (whether by effluxion of time or otherwise) shall be without prejudice to the Partners' rights in respect of any antecedent breach and the provisions of Clause 16.
- 22.5 In the event of termination of this Agreement, the Partners agree to cooperate to ensure an orderly wind down of their joint activities and to use their best endeavours to minimise disruption to the health and social care which is provided to the Service Users.
- 22.6 Upon termination of this Agreement for any reason whatsoever the following shall apply:
- 22.6.1 the Partners agree that they will work together and co-operate to ensure that the winding down and disaggregation of the integrated and joint activities to the separate responsibilities of the Partners is carried out smoothly and with as little disruption as possible to service users, employees, the Partners and third parties, so as to minimise costs and liabilities of each Partner in doing so;
  - 22.6.2 where either Partner has entered into a Service Contract which continues after the termination of this Agreement, both Partners shall continue to contribute to the Contract Price in accordance with the agreed contribution for that Service prior to termination and will enter into all appropriate legal documentation required in respect of this;
  - 22.6.3 the Lead Commissioner shall make reasonable endeavours to amend or terminate a Service Contract (which shall for the avoidance of doubt not include any act or omission that would place the Lead Commissioner in breach of the Service Contract) where the other Partner requests the same in writing provided that the Lead Commissioner shall not be required to make any payments to the Provider for such amendment or termination unless the Partners shall have agreed in advance who shall be responsible for any such payment.
  - 22.6.4 where a Service Contract held by a Lead Commissioner relates all or partially to services which relate to the other Partner's Functions then provided that the Service Contract allows the other Partner may request that the Lead Commissioner assigns the Service Contract in whole or part upon the same terms mutatis mutandis as the original contract.
  - 22.6.5 the 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
  - 22.6.6 Termination of this Agreement shall have no effect on the liability of any rights or remedies of either Partner already accrued, prior to the date upon which such termination takes effect.
- 22.7 In the event of termination in relation to an Individual Scheme the provisions of Clause 22.6 shall apply mutatis mutandis in relation to the Individual Scheme (as though references as to this Agreement were to that Individual Scheme).

## **23 DISPUTE RESOLUTION**

- 23.1 In the event of a dispute between the Partners arising out of this Agreement, any Partner may serve written notice of the dispute on the other Partners, setting out full details of the dispute.
- 23.2 The Authorised Officers shall meet in good faith as soon as possible and in any event within seven (7) days of notice of the dispute being served pursuant to Clause 23.1, at a meeting convened for the purpose of resolving the dispute.
- 23.3 If the dispute remains after the meeting detailed in Clause 23.2 has taken place, the Partners' respective Lead Executives (Director of Adult Social Care and CCG Accountable Officers) or their nominees shall meet in good faith as soon as possible after the relevant meeting and in any event with fourteen (14) days of the date of the meeting, for the purpose of resolving the dispute.

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

## **24 FORCE MAJEURE**

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

## **25 CONFIDENTIALITY**

- 25.1 In respect of any Confidential Information a Partner receives from another Partner (the "**Discloser**") and subject always to the remainder of this Clause 25, each Partner (the "**Recipient**") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:
- 25.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date; and
- 25.1.2 the provisions of this Clause 25 shall not apply to any Confidential Information which:
- (a) is in or enters the public domain other than by breach of the Agreement or other act or omission of the Recipient; or
- (b) is obtained by a third party who is lawfully authorised to disclose such information.
- 25.2 Nothing in this Clause 25 shall prevent the Recipient from disclosing Confidential Information where it is required to do so in fulfilment of statutory obligations or by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law.

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

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

- 26.1 The Partners agree that they will each cooperate with each other to enable any Partner receiving a request for information under the 2000 Act or the 2004 Act to respond to a request promptly and within the statutory timescales. This cooperation shall include but not be limited to finding, retrieving and supplying information held, directing requests to other Partners as appropriate and responding to any requests by the Partner receiving a request for comments or other assistance.
- 26.2 Any and all agreements between the Partners as to confidentiality shall be subject to their duties under the 2000 Act and 2004 Act. No Partner shall be in breach of Clause 26 if it makes disclosures of information in accordance with the 2000 Act and/or 2004 Act.

## **27 OMBUDSMEN**

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

## **28 INFORMATION SHARING**

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

## **29 NOTICES**

- 29.1 Any notice to be given under this Agreement shall either be delivered personally or sent by facsimile or sent by first class post or electronic mail. The address for service of each Partner shall be as set out in Clause 29.3 or such other address as each Partner may previously have notified to the other Partner in writing. A notice shall be deemed to have been served if:
- 29.1.1 personally delivered, at the time of delivery;
  - 29.1.2 sent by facsimile, at the time of transmission;
  - 29.1.3 posted, at the expiration of forty eight (48) hours after the envelope containing the same was delivered into the custody of the postal authorities; and
  - 29.1.4 if sent by electronic mail, at the time of transmission and a telephone call must be made to the recipient warning the recipient that an electronic mail message has been sent to him (as evidenced by a contemporaneous note of the Partner sending the notice) and a hard copy of such notice is also sent by first class recorded delivery post (airmail if overseas) on the same day as that on which the electronic mail is sent.
- 29.2 In proving such service, it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority as prepaid first class or airmail letter (as appropriate), or that the facsimile was transmitted

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

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

29.3.1 if to the Council, addressed to: Cath Roff

Tel: 0113 3783912  
E.Mail: Cath.Roff@leeds.gcsx.gov.uk

and

29.3.2 if to the CCG, addressed to: Matthew Ward

Tel: 0113 8431648  
E.Mail: mward2@nhs.net

### **30 VARIATION**

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

### **31 CHANGE IN LAW**

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

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

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

### **32 WAIVER**

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

### **33 SEVERANCE**

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

### **34 ASSIGNMENT AND SUB CONTRACTING**

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

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

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

### **36 THIRD PARTY RIGHTS**

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

### **37 ENTIRE AGREEMENT**

- 37.1 The terms herein contained together with the contents of the Schedules constitute the complete agreement between the Partners with respect to the subject matter hereof and supersede all previous communications representations understandings and agreement and any representation promise or condition not incorporated herein shall not be binding on any Partner.
- 37.2 No agreement or understanding varying or extending or pursuant to any of the terms or provisions hereof shall be binding upon any Partner unless in writing and signed by a duly authorised officer or representative of the parties.

### **38 COUNTERPARTS**

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

### **39 GOVERNING LAW AND JURISDICTION**

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

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

**SIGNED by Dr. Andrew Harris  
for and on behalf of  
NHS Leeds South and East Clinical  
Commissioning Group**

.....  
Signature

.....  
Title

.....  
Date

**SIGNED by Nigel Gray  
for and on behalf of  
NHS Leeds North Clinical Commissioning Group**

.....  
Signature

.....  
Title

.....  
Date

**SIGNED by Philomena Corrigan  
for and on behalf of  
NHS Leeds West Clinical Commissioning Group**

.....  
Signature

.....  
Title

.....  
Date

**SIGNED by  
For and on behalf of  
Leeds City Council**

.....  
Signature

.....  
Title

.....  
Date

## SCHEDULE 1 PART 1 – BETTER CARE FUND FINANCIAL CONTRIBUTIONS

### 2015/16 Better Care Fund

	Scheme/Service	Total Value £	Partnership Contributions			
			South & East	West	North	Council
<b>Fund 1: Transformation &amp; Invest to Save Schemes</b>	Enhancing Primary Care Services	2,141,204	734,127	881,731	525,345	
	Admission Avoidance - Marginal Tariff/NEL	2,800,000	1,007,440	1,127,000	665,560	
	Eldercare Facilitator/Dementia Support Workers	565,000	203,287	227,413	134,301	
	Medication prompting(Dementia)	320,000	115,136	128,800	76,064	
	Falls	500,000	179,900	201,250	118,850	
	Expand community intermediate care beds	1,490,000	536,102	599,725	354,173	
	Enhancing integrated neighbourhood teams	3,590,000	1,291,682	1,444,975	853,343	
	Improved system intelligence	80,000	28,784	32,200	19,016	
	Workforce planning & development	80,000	28,784	32,200	19,016	
	<b>Fund Total</b>	<b>11,566,204</b>				
<b>Fund 2: Council Hosted 575 Agreements</b>	SLIC	2,070,831	514,813	575,909	340,109	640,000
	SLIC pharmacy	12,000	4,318	4,830	2,852	
	SLIC Medical cover	134,000	48,213	53,935	31,852	
	LCES	4,662,050	827,540	925,750	546,710	2,362,050
<b>Fund Total</b>	<b>6,878,881</b>	<i>Includes LCC Contributions</i>				
<b>Fund 3: Community Support &amp; Third Sector</b>	Advocacy consortia	39,465	14,200	15,885	9,381	
	Advocacy stat	242,000	90,048	94,549	57,402	
	Age concern	17,288	6,220	6,958	4,109	
	Alzheimers	112,000	41,675	43,758	26,566	
	Carers respite breaks	100,000	35,980	40,250	23,770	
	Carers support	115,626	41,602	46,539	27,484	
	CHC respite	278,126	103,296	98,039	76,791	
	CIC beds Medical cover	216,851	78,023	87,283	51,545	
	CIC beds(excluding Reablement)	2,595,837	933,982	1,044,824	617,030	
	Coherent vision	70,000	25,185	28,175	16,639	
	Community Links	2,551,000	949,227	996,676	605,097	
	Community Matrons	2,682,851	965,290	1,079,848	637,714	
	Dementia Advocacy support	60,000	22,326	23,442	14,232	
	Dementia post	40,000	14,884	15,628	9,488	
	Dementia Sitting Service	98,210	35,336	39,530	23,345	
	DIAL	37,478	13,485	15,085	8,909	
	Eye care liaison officer(Action for blind)	17,352	6,243	6,984	4,125	
	LD Respite	1,300,000	483,730	507,910	308,360	
	Leeds bereavement care (CRUSE)	57,000	21,210	22,270	13,520	
	Leeds bereavement forum	38,000	14,140	14,847	9,014	
	Leeds Involving people	49,000	18,233	19,144	11,623	
	Leeds Mind befriending	29,000	10,791	11,330	6,879	
	Leeds Mind employment service	500,000	186,050	195,350	118,600	
	Leeds survivor led crisis service	254,000	94,513	99,238	60,249	
	Making space	78,000	29,024	30,475	18,502	
	MH carers	72,000	26,791	28,130	17,078	
	Older peoples forum	31,272	11,252	12,587	7,433	
	Reablement-Richmond House	622,000	223,796	250,355	147,849	
	Stroke association	60,000	21,588	24,150	14,262	
	Touchstone-Enhanced CST & Outlook group CST	156,000	58,048	60,949	37,003	
	Touchstone-Journey service	39,000	14,512	15,237	9,251	
	V Ward/CICU	2,000,000	719,600	805,000	475,400	
	Volition	54,000	20,093	21,098	12,809	
	William Merritt	172,000	61,886	69,230	40,884	
	<b>Fund Total</b>	<b>14,785,356</b>				
	<b>Fund 4: Council Hosted Non-Pooled Funds</b>	Reablement	2,800,000	1,007,440	1,127,000	665,560
NHS England 11/12 Leeds City Council allocation						
Information Technology (inc Social care Grant) Care bill		15,175,000	4,880,000	6,139,000	4,157,000	
Social Care Capital Grant						
Disabilities facilities grant						
Information Technology(inc social care grant)	4,802,000				4,802,000	
<b>Fund Total</b>	<b>22,777,000</b>					
Contingency fund	1,917,000	551,176	732,529	632,906		
<b>Total BCF Value 2015-16</b>	<b>57,924,441</b>	<i>(includes LCC contributions)</i>				

### Full finance Schedule - Financial Year 2015/16



Better Care Fund  
Financial Contribution



## SCHEDULE 1 PART 2: BCF DECISION MAKING AND FINANCIAL CONTROL

1. Decisions regarding the BCF will be made through the BCF Governance Structure detailed in **Appendix A** below.
2. The BCF Governance Structure will be supported by the Business Case Process described in **Appendix B** and will be subject to the risk sharing arrangements set out in Schedule 4.

### **Partnership Board**

3. Decisions will be made on a collective basis between the partners with the following provisos:
  - a. Members of the Partnership Board will make decisions within the limit of their individual delegated authority passed to them from their respective organisations AND
  - b. In respect of their respective organisation's allocated share of the scheme/fund ONLY.
  - c. Decisions which exceed individual authorities will be referred to the CCG Governing Bodies and Council Executive (or relevant internal governance structures).

### **Lead Commissioners**

4. Lead Commissioners will be authorised to act and make decisions within their respective schemes of delegation, subject to compliance with the BCF Governance Arrangements set out in Schedule 3 and the Lead Commissioner obligations set out in Schedule 5 Part 1.
5. An overview of the decision making process is included as **Appendix C**
6. Individual responsibility for BCF schemes/funds is set out in Schedule 2.
7. These arrangements will be reviewed during the first year of the BCF to ensure that they are effective and practical.

**Table 1: BCF Decision Making Thresholds**

Matter for approval	Approving Body
<b>1. ANNUAL PLANNING</b>	
Approve Strategic Direction Sign off annual BC plan	HWBB  CCG Governing Bodies/Council Executive
Approve Partnership Agreement and any changes	Governing Bodies/Council Executive
Approve annual BCF Operational and Financial Plan.	Governing Bodies/Council Executive
Approve annual budgets for schemes within BCF plan	Governing Bodies/Council Executive
Approve risk sharing arrangements	Governing Bodies/Council Executive

<b>2. IN-YEAR DECISIONS (Refer to Appendix B - BCF Business Case Process)</b>	<b>Within Individual Delegated Authorities</b>	<b>Above Individual Delegated Authorities</b>
Approve new schemes	Partnership Board	CCG Governing Bodies/ Council Executive Committee
Re-Commissioning of services	Partnership Board	CCG Governing Bodies/ Council Executive Committee
De-Commissioning of existing services	Partnership Board	CCG Governing Bodies/ Council Executive Committee
<b>1. MANAGEMENT OF BUDGETS</b>	<b>Responsibility</b>	<b>Authorisation</b>
Responsible for keeping expenditure within budget at individual scheme level.	Budget Manager	Lead Commissioner's scheme of delegation
Responsible for keeping expenditure within budget at fund level.	BCF Fund Manager	Lead Commissioner's scheme of delegation
Responsible for keeping expenditure within budget for the totality of the BCF Fund	Partnership Board	As per Note 2 above.
Authorisation of overspends/underspends	To be managed as per BCF Risk Sharing Agreement	
Approve virements and transfers between schemes	Partnership Board/CCG Governing Bodies/Council Executive Committee	TORs
Approve virements and transfers between Funds	Partnership Board/CCG Governing Bodies/Council Executive Committee	TORs
<b>2. CONTRACT AWARD AND PROCUREMENT</b>	<b>Responsibility</b>	<b>Authorisation</b>
Authorise a lead commissioner to enter into any contract for services necessary under an individual scheme	Partnership Board/CCG Governing Bodies/Council Executive Committee	Partnership Agreement
Decision to tender for new/existing service	Partnership Board/CCG Governing Bodies/Council Executive Committee	See Partnership Agreement, Schedule 5 Part 1, Lead Commissioner obligations
Authorisation of Tenders and Competitive Quotations	Partnership Board/CCG Governing Bodies/Council Executive Committee	
Waiver of competitive processes	Partnership Board/CCG Governing Bodies/Council Executive Committee	
Approval of new contracts with providers	Partnership Board/CCG Governing	

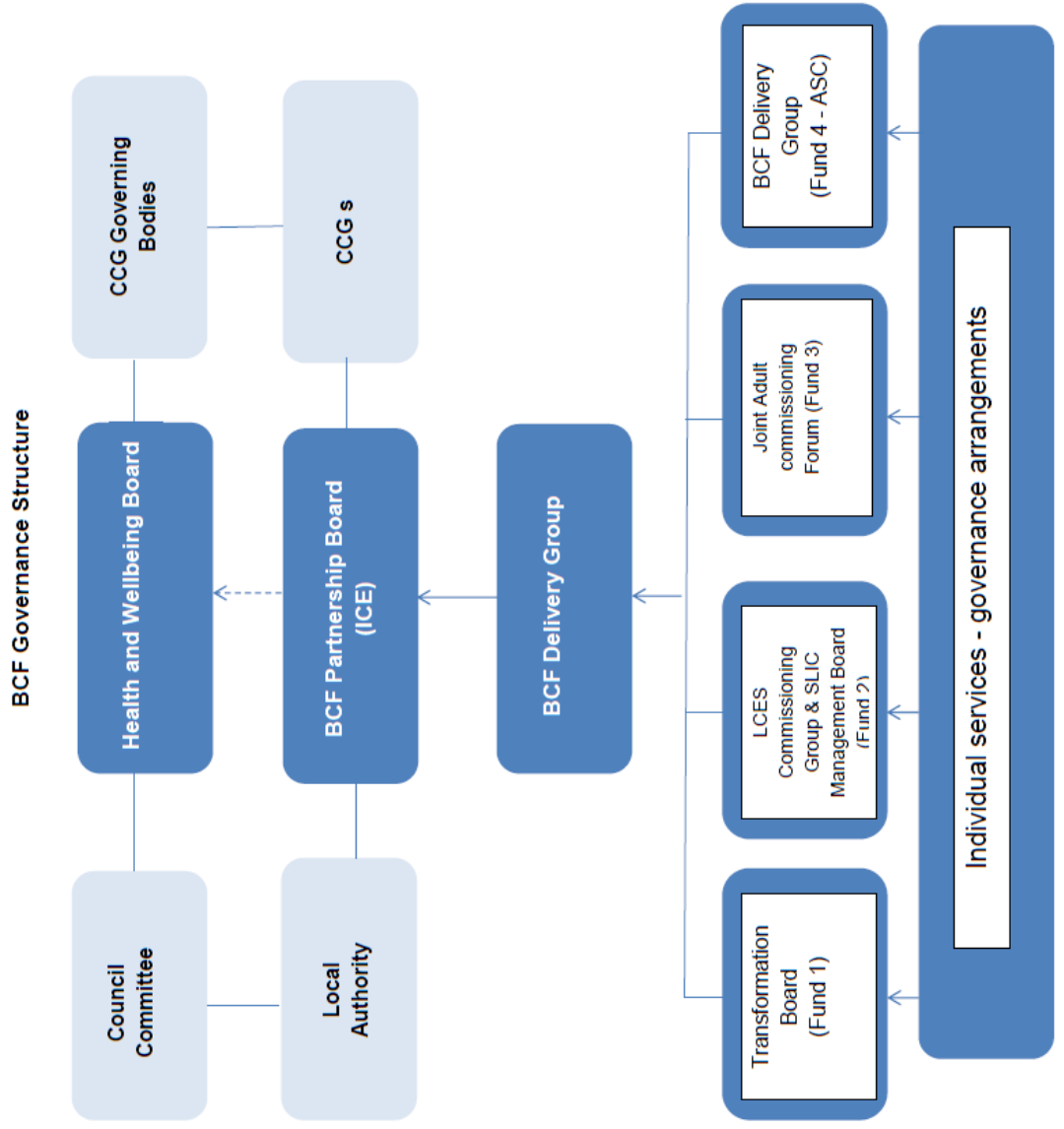
	Bodies/Council Executive Committee	
Approval of renewal of contracts with providers	Partnership Board/CCG Governing Bodies/Council Executive Committee	
Contract variations	Partnership Board/CCG Governing Bodies/Council Executive Committee	
Other Procurement decisions	Lead Commissioner	Subject to compliance with Schedule 5, Part 1 of Partnership Agreement
<b>3. HEALTHCARE CONTRACT PAYMENTS/NON PAY EXPENDITURE/ORDERING/PAYMENT OF GOODS AND SERVICES</b>	<b>Responsibility</b>	<b>Authorisation</b>
Payments under approved healthcare contracts	Lead Commissioner	Lead Commissioner's scheme of delegation
Other contractual payments	Lead Commissioner	Lead Commissioner's Scheme of Delegation
Raising of Requisitions and Approval of invoices	Lead Commissioner	Lead Commissioner's Scheme of Delegation

**Table 2: BCF Financial Controls**

<b>Partnership Board Members – Individual Delegated Authorities for approval of new BCF schemes (see relevant organisations' individual scheme of delegation for full details)</b>		
<b>Name</b>	<b>Role</b>	<b>Authority (£)</b>
Andy Harris	Clinical Chief Officer, Leeds South and East CCG	Up to 250k
Mark Bradley	Chief Finance Officer, Leeds South and East CCG	Up to 100k for relevant budget within LSE Operational Scheme of Delegation
Gordon Sinclair	Clinical Chair, Leeds West CCG	Up to £500k (with the agreement of the CCG's Chief Officer or Chief Finance Officer)
Phil Corrigan	Chief Accountable Officer, Leeds West CCG	Up to £250k; or Up to £500k (with the agreement of the CCG's Clinical Chair)
Dr Jason Broch	Clinical Chair, Leeds North CCG	Up to £500k
Nigel Gray	Chief Accountable Officer, Leeds North CCG	Up to £500k
Cath Roff	Director, Adult Social Care, Leeds City Council	Up to £250k (TBC)

Ian Cameron	Director of Public Health, Leeds City Council	Up to £100k (TBC)
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Schedule 1 Appenc



Agree Overarching BCF submission  
Provide challenge and scrutiny  
Monitor achievement of overall outcomes

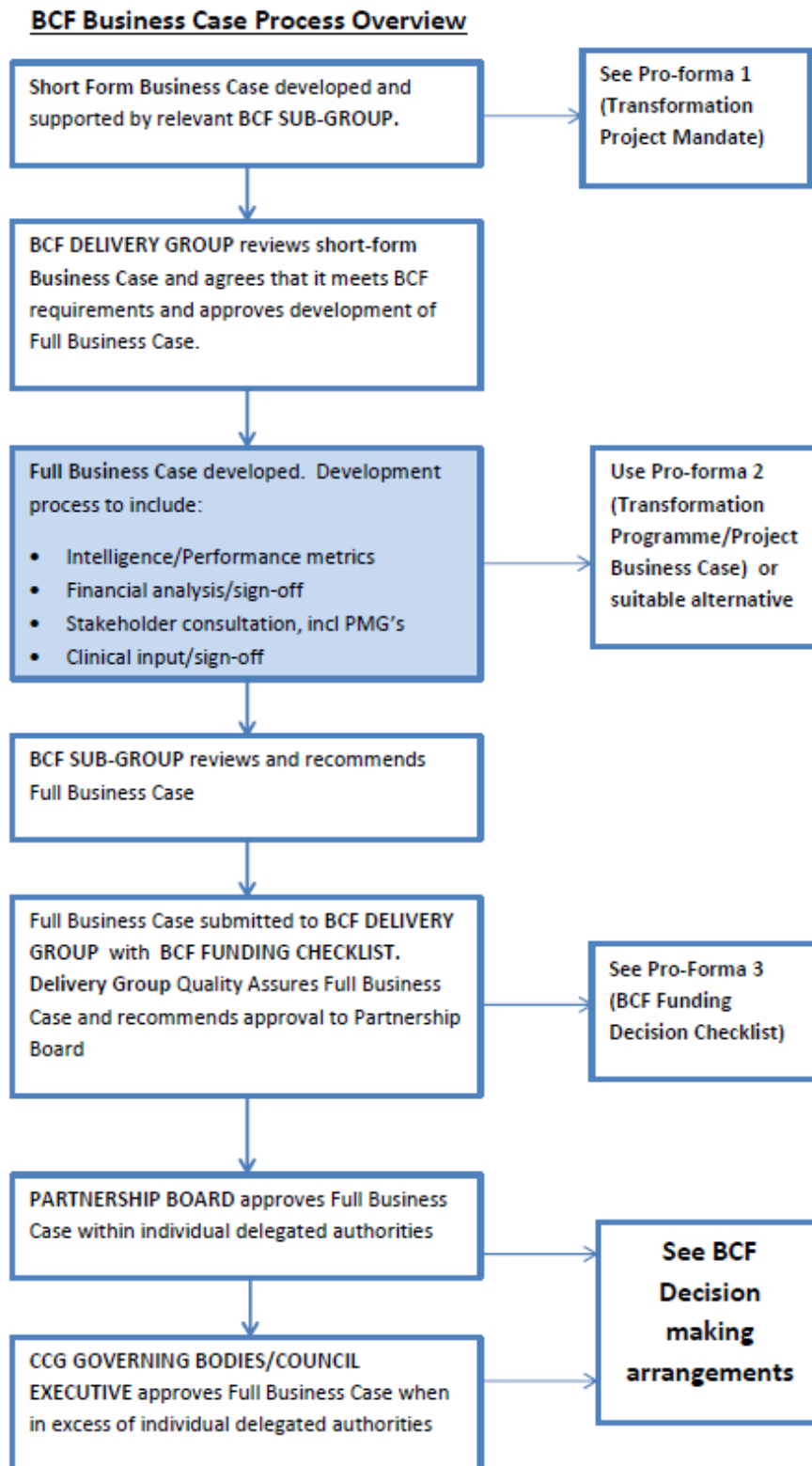
Agree Strategy and Priorities  
Decision Making  
Approve Proposals/schemes  
Release monies  
Risk Sharing  
Performance monitoring  
Policies

Advisory and support to Partnership Board  
Overall Performance Management of BCF Fund  
Assurance on Delivery/Outcomes  
Assure new scheme proposals  
Risk management

Performance Management of relevant fund (scheme grouping)  
Oversight of implementation/delivery

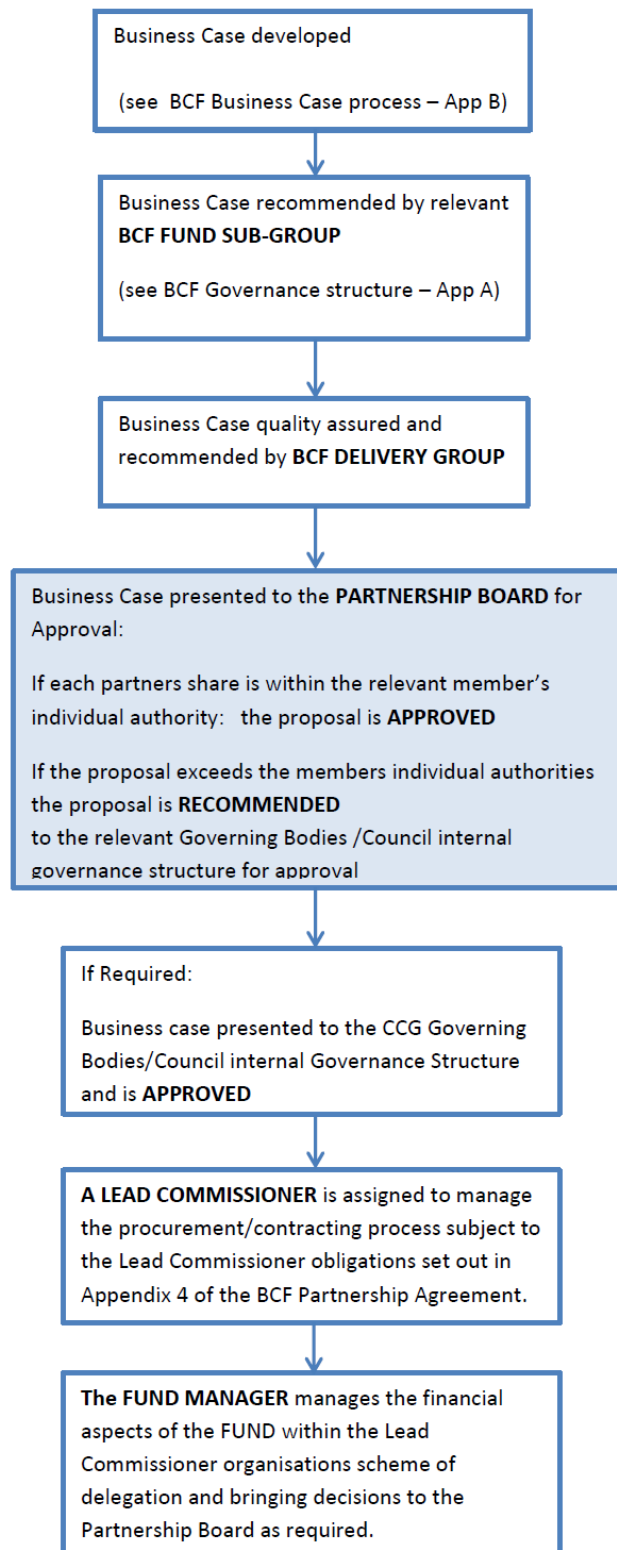
Performance Management of individual schemes/services

**Schedule 1 Appendix B: BCF Business Case Process**



## Schedule 1 Appendix C: BCF Decision Making Overview

### Overview of BCF Decision-making: Approval of New Scheme



## SCHEDULE 2 - SCHEME SPECIFICATIONS

### PART 1 -TEMPLATE SERVICE SCHEDULE



BCF TEMPLATE  
SERVICE SCHEDULE.docx

### PART 2 – AGREED SCHEME SPECIFICATIONS

Fund 1 Scheme Description: Transformation & Invest to Save Schemes



BCF FUND 1 Service  
Schedule.docx

Fund 2 Scheme Descriptions: Council Hosted Pooled Funds



BCF Fund 2a (LCES)  
Scheme Description.docx



BCF Fund 2b (SLIC)  
Scheme Description.docx

Fund 3 Scheme Description: Community Support and Third Sector Non-pooled Fund



BCF FUND 3 Scheme  
Specification.docx

Fund 4 Scheme Description: Adult Social Care Hosted Non-pooled Fund



BCF FUND 4 Scheme  
Specification.docx



## **SCHEDULE 3 – GOVERNANCE**

### **1. Introduction**

The overarching structure for the governance of the Better Care Fund and this partnership agreement is set out in Schedule 1 Appendix A. The aim of the arrangements is to ensure effective oversight and performance management of the fund in relation to:

- Planning
- Practical and financial implementation
- Delivery of outcomes

### **2. Health and Wellbeing Board**

Strategic oversight of the Better Care Fund will be undertaken by the Leeds Health and Wellbeing Board. The role of the Health and Wellbeing Board in relation to the Better Care Fund is to:

- Ratify the overarching BCF submission
- Review achievement of overall outcomes
- Provide challenge and scrutiny

### **3. Partnership Board**

Oversight of this partnership agreement will be carried out by the Integrated Commissioning Executive (ICE) which will undertake the role of the BCF Partnership Board (the Partnership Board). The Partnership Board element of ICE will have a specified membership which may not include the full membership of ICE and will have its own documented terms of reference.

#### **3.1 Membership**

The membership of the Partnership Board will be comprised of relevant members of ICE and will include senior officers of the three Leeds CCGs and Leeds City Council, including but not limited to the following:

##### **3.1.1 CCGs:**

- Clinical Chair and Chief Accountable Officer, Leeds North CCG
- Clinical Chair and Chief Accountable Officer, Leeds West CCG
- Clinical Chief Officer (Accountable Officer) and Chief Operating Officer, Leeds South and East CCG
- Chief Finance Officer, Leeds South and East CCG (On behalf of the 3 CCGs)
- Or a nominated deputy

##### **3.1.2 The Council:**

- Director Adult Social Care, Leeds City Council
- Director of Public Health, Leeds City Council
- Deputy Director, Adult Social Care Commissioning, Leeds City Council
- Director of Resources, Adult Social Care, Leeds City Council
- Or a nominated deputy;

The full membership of the Partnership Board will be detailed in the terms of reference. Other officers may be asked to attend meetings of the Partnership Board as required.

### **3.2 Role of Partnership Board**

The Partnership Board shall:

- Provide strategic direction on the Individual Schemes
- receive the financial and activity information;
- review the operation of this Agreement and performance manage the Individual Services;
- agree such variations to this Agreement from time to time as it thinks fit;
- review and agree annually a risk assessment and a Risk Sharing arrangements
- review and agree annually revised Schedules as necessary;
- request such protocols and guidance as it may consider necessary in order to enable each Pooled Fund Manager to approve expenditure from a Pooled Fund
- Approve proposals/schemes
- Approve release of monies in relation to approved schemes

### **3.3 Partnership Board Support**

#### **3.3.1 BCF Delivery Group**

The Partnership Board will be supported by officers from the Partners from time to time.

If required, the Board may establish a separate BCF sub-group to undertake detailed oversight of delivery of the BCF schemes. The role of the BCF Delivery Group will include:

- Monitor performance of the BCF schemes
- Assure new scheme proposals to ensure they are fit for purpose
- Monitor management of risks
- Provide advice, support and recommendations to the Partnership Board

Membership of the Delivery Group will include representatives from each of the CCGs and Leeds City Council, Scheme Leads and Pooled Fund Managers together with other officers as deemed appropriate. Detailed terms of reference will be produced setting out the membership, role and remit of the BCF Delivery Group.

#### **3.3.2 Scheme Leads/Pooled Fund Managers**

Scheme Leads or, where appropriate, a Pooled Fund Manager will be identified for each of the Funds specified in Schedule 2 to this agreement. The leads will be responsible for ensuring the delivery and performance of schemes within their remit and will be required to provide appropriate assurance and monitoring reports to the Partnership Board.

#### **3.3.3 Responsible sub-groups**

Each of the Funds specified in Schedule 2 to this agreement will be monitored by a designated sub-group. The relevant groups are identified in the structure chart in Appendix A. The responsibilities relating to oversight of the BCF will be detailed in the relevant terms of reference of each sub-group.

#### **3.3.4 Individual Services**

Individual services will also be subject to local governance arrangements as specified in the appropriate service specifications.

## **4. Meetings of the Partnership Board**

4.1 The Partnership Board will meet at least Quarterly at a time to be agreed within following receipt of each Quarterly report of the Scheme Lead/Pooled Fund Manager.

4.2 The quorum for meetings of the Partnership Board shall be a minimum of (two Leeds City Council representatives and two CCG representatives). Decisions of the Partnership Board shall be made unanimously. Where unanimity is not reached then the item in question will in the first instance be referred to the next meeting of the Partnership Board. If no unanimity is reached on the second occasion it is discussed then the matter shall be dealt with in accordance with the dispute resolution procedure set out in the Agreement.

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

4.4 Minutes of all decisions shall be kept and copied to the Partnership Board members within [10] days of every meeting.

## **5. Delegated Authority**

5.1 All decisions made within the BCF Partnership Board (ICE) are through the authority delegated to individual members of the Board from their host partner organisation, and the governance of such decisions is through the mechanisms of those organisations.

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

- to authorise commitments which exceed or are reasonably likely to lead to exceeding the contributions of the Partners to the aggregate contributions of the Partners to any Pooled Fund; and
- to authorise a Lead Commissioner to enter into any contract for services necessary for the provision of Services under an Individual Scheme

5.3 The following decisions are reserved for the CCG Governing Bodies and Council Executive Board:

- Approval of schemes beyond delegated limits
- Financial contributions and budgets
- Changes to the partnership agreement
- Budgets for individual schemes
- Virement and transfers beyond delegated limits
- Contract awards beyond delegated limits

## **6. Information and Reports**

Each Scheme Lead/Pooled Fund Manager shall supply to the Partnership Board on a Quarterly basis the financial, activity and monitoring information as required under the Agreement.

## **7. Post-termination**

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

**SCHEDULE 3 PART 2- TERMS OF REFERENCE FOR THE BCF PARTNERSHIP GROUP**



TOR BCF Partnership  
Board v 1 2.1.doc

## SCHEDULE 4 – RISK SHARE AND OVERSPENDS

### **Risk Management Arrangements & Financial risk sharing policy: Better Care Fund between NHS Leeds South & East CCG, NHS Leeds West CCG, NHS Leeds North CCG and Leeds City Council for the financial year 2015/16**

#### **Purpose**

It is recognised by all partners in the Leeds health & social care system that there needs to be a realistic and robust risk share agreement in place to mitigate the financial risk of over performance or non delivery of existing services funded through the Better Care Fund (BCF) and also through delay or failure to achieve the required outcomes.

Failure to deliver the planned reduction in emergency activity (resulting in a reduced non elective/A&E cost with our major acute providers) supported by increased investment in out of hospital care will create significant cost pressures for the whole system which will need to be resourced by all partners in line with the agreed risk share.

#### **Partnership Agreement**

Partnership agreements provide an appropriate vehicle for sharing risk between the associated parties. The agreed principles for risk-sharing are:

- (i) The financial impact of unpredictable incidents on system wide deliverables should be shared proportionality, dependent on the scheme and service, amongst the parties to the agreement. This supports a general principle that all parties equally contribute effort to the effective delivery of the schemes.
- (ii) Where any impact is so financially significant that individual bodies could be at financial risk, the parties need to work together to mitigate the impact.
- (iii) The BCF pooled funds need to deliver within budget including delivery of planned reductions in spend. The schemes should not create additional cost pressures in the Leeds health and social care system. Each pooled budget lead is responsible for ensuring pressures are mitigated in full within year.

This financial risk sharing agreement is part of the overall governance arrangements and management of the Better Care Fund and needs to be considered within this context.

1. For 2015/16 the resources will be held under a partnership agreement. This agreement will include two pooled funds (via Section 75), one hosted by the Local Authority and the other by the CCGs. BCF services have been allocated to either pooled fund based on the most appropriate lead commissioner. Within the BCF partnership agreement, non-pooled funds (nominal funds) will also be used as the partnership vehicle for services which are inappropriate for inclusion in a Section 75. The BCF Partnership Board will be responsible for approving virements between the various pooled/non pooled funds.
2. Contingency arrangements (circa £2.0m in 15/16) will be developed to meet a range of financial risks affecting the BCF e.g. effects of increasing demand, changes to legislation and those risks outlined in the BCF risk register. However in line with national guidance, the first call will be against the (risk) of failure to deliver the planned reduction in non elective admissions. In 15/16 this equates to £6.5m at 100% tariff, with the £2m contingency representing the activity at the 30% marginal tariff. The rules around MRET are subject to change potentially moving from 30% to 70%. This will therefore be managed through monthly monitoring of the non elective spend and whilst there are currently no plans to amend the overall BCF if the planned savings are not at the expected level then the BCF will need to be amended to ensure the non elective risk is accounted for through amending the existing schemes and increasing the contingency.

3. Only the financial elements of services covered by the Better Care Fund (BCF) are eligible for risk sharing (although there will be flexibility to add to the arrangement subject to agreement by all parties and by approval of the Health and Well Being Board). The financial values are outlined in the BCF Partnership Agreement (£55m comprising funds from both the CCG allocations and council funding).
4. The BCF Partnership Board under the guidance of the Health and Wellbeing Board will make joint decisions, within the limits delegated to its members by their respective organisations, about the best use of the Invest to Save Funding which currently equates to £8.4m to support integration and maximise reduction in acute admissions. BCF Partnership Board therefore will be responsible for the final agreement and detail behind these agreements which will eventually form part of the full partnership agreement for 15/16. The implementation and ownership of the Invest to Save schemes will be managed under the Transformation Board governance arrangements.
5. The main objectives of the risk sharing arrangements are to protect all parties in relation to performance of individual schemes and the aggregate measure of reducing emergency admissions. The BCF Partnership Board will be accountable and held responsible for ensuring that expenditure remains within the budget provision approved by each partner organisation and the Health & Well-being Board. The BCF partnership board may delegate this responsibility to the Pooled Fund Managers as described in the BCF Partnership Agreement and the specifications for each BCF Fund.
6. Financial monitoring requirements, budgetary control arrangements, and in year changes to the Better Care Fund, will be decided by the BCF Partnership Board and will recognise the different financial regimes of each organisation. This includes ensuring:
  - Each of the pool and non pooled funds are expected to operate within budget, and Pooled Fund Managers/Accountable Officers will be accountable and held responsible for that.
  - Pooled Fund Managers/Accountable Officers will need to consider the full year effect of the commitments that they are making to ensure that the allocated budgets are not exceeded in future years.
  - Pooled Fund Managers/Accountable Officers will need to ensure that all of the commitments are supported by formalised contractual arrangements. These arrangements will include clear service specifications, financial commitments, contractual activity and key performance indicators (KPIs).
7. Contract and procurement decisions will be taken according to the scheme of delegation of the lead commissioner organisation for each fund.
8. BCF national guidance has stated that Care Act ring fenced funding has been provided. This funding will go directly to the council. If the council can deliver the Care Act obligations within this funding then the full funding will remain with Leeds City Council, whilst any additional pressures will remain the responsibility of Leeds City Council (in line with the principle that only funds within the pool count towards the risk share arrangements)
9. Any activities undertaken, which are not jointly agreed, will be undertaken at the risk of the individual organisation(s).

#### **The treatment of Over and Underspends within the Overall BCF Pool**

10. The pooled funds will be managed at fund level and delegated to Pool Fund Managers. Non-pooled funds will be managed at service level and delegated to the Budget holder for each individual service. The £55m BCF will in effect be managed as four budgets plus the contingency as per the BCF governance arrangements.

11. Underspend/Over delivery of Benefits of the BCF within an individual pool – e.g. Slippage on the implementation of invest to save schemes, over delivery of QIPP savings or underspends within operational general schemes will be used in the following order:
  - a. Offset the failure to deliver the non elective planned reduction in spend in line with national guidance
  - b. At the discretion of BCF Partnership Board - against any over performance within the other pools.
  - c. Any remaining underspend will be distributed back to the four partners (LN, LSE, LW and LCC) based on in year contribution and delivery in year for that scheme.
  - d. If one party has significant in year pressures then it may be possible for the four partners to review this split and focus on supporting one of the partners on the assumption the funding would be repaid in future years.
  
12. Overspend/Under delivery of the Benefits of the BCF
  - a. The Pooled Fund Manager (or Budget holder for non-pooled funds) will be held accountable for ensuring their overall fund remains in budget.
  - b. At the discretion of BCF Partnership Board - any underspends from other pools or invest to save schemes could be allocated to support a pressure in a pool  
If no further mitigations exist in other pools or the contingency is exhausted then this would be a serious problem for the partners to resolve. The partners will need to provide in year funds to resolve the issue.

**Non Elective Spend Within the BCF**

13. Non Elective Spend/budget within the BCF is reflected in the following schemes
  - a. £2m Contingency (against not delivering planned savings)
  - b. £2.8m Admission Units, (improve patient flow and reduce costs)
  
14. There are many schemes outside of the BCF within the CCGs that are focusing on reducing non elective admissions and it will be difficult to link a particular scheme to the impact (i.e. a BCF or a non BCF scheme). This will be attempted through monitoring of individual schemes.
  
15. The non elective budget will be managed as follows.
  - a. 14/15 Expenditure - £116m
    - i. Overall Non Elective Expenditure - £109.5m
    - ii. Overall Assessment Unit Expenditure - £6.5m
  
  - b. Non Elective Plan 15/16 Plan - £114m
    - i. Overall Non Elective Plan - £107.5m
    - ii. Overall Admission Unit Plan - £6.5m
  
  - c. BCF Admission Unit Plan - £2.8m
  
  - d. BCF Contingency (Reflecting the planned reduction) £2m
  
16. It is expected the non-elective expenditure will reduce in line with the revised plan for 15/16. If the expected savings are met the value of the funds held within the BCF will either be reinvested or used as a cost improvement saving to be split between the partners based on the contribution made between the four partners. CCGs will retain any further underspends at CCG level.

17. There will be a separate and regular evaluation and review of schemes throughout each year which will help mitigate the risks for future years and ensure effectiveness and value for money.
18. The appropriate accounting standards will apply in relation to any joint arrangements that are put in place.
19. Each of the CCGs and the Local Authority will recognise its share of the pooled budget in its individual accounts and memorandum accounts will be produced. The pool and this agreement will be subject to the usual audit and annual reporting requirements, for which differences in accounting treatment will need to be recognised in line with auditor's advice. There needs to be a commitment to produce memos in line with all parties audit requirement
20. The BCF pool may be increased in 16/17 onwards beyond the mandatory level and the risk share arrangements will need to be reviewed in the light of any changes to this pool.

If any other organisations become part of the pool they must participate in the sharing of the financial risks according to this agreement



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

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

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

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

- 1.1 a Change in Control Notice;
- 1.2 a Notice of 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;

**3 The Lead Commissioner shall consult with the other Partners before attending:**

- 3.1 an Activity Management Meeting;
- 3.2 Contract Management Meeting;
- 3.3 Review Meeting;

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

**4 The Lead Commissioner shall not:**

- 4.1 permanently or temporarily withhold or retain monies pursuant to the Withholding and Retaining of Payment Provisions;
- 4.2 vary any Provider Plans (excluding Remedial Action Plans);
- 4.3 agree (or vary) the terms of a Joint Investigation or a Joint Action Plan;
- 4.4 give any approvals under the Service Contract;
- 4.5 agree to or propose any variation to the Service Contract (including any Schedule or Appendices);
- 4.6 suspend all or part of the Services;

- 4.7 serve any notice to terminate the Service Contract (in whole or in part);
- 4.8 serve any notice;
- 4.9 agree (or vary) the terms of a Succession Plan;  
  
without the prior approval of the other Partners (acting through the Partnership Board) such approval not to be unreasonably withheld or delayed.
- 5 The Lead Commissioner shall advise the other Partners of any matter which has been referred for dispute and agree what (if any) matters will require the prior approval of one or more of the other Partners as part of that process.
- 6 The Lead Commissioner shall notify the other Partners of the outcome of any Dispute that is agreed or determined by Dispute Resolution
- 7 The Lead Commissioner shall share copies of any reports submitted by the Service Provider to the Lead Commissioner pursuant to the Service Contract (including audit reports)

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

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

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

## SCHEDULE 6 – PERFORMANCE ARRANGMENTS

Agreed BCF Tracker format to be embedded

## SCHEDULE 7 – BETTER CARE FUND PLAN

The Approved Leeds BCF Plan and related appendices are included below:



BCF Leeds - Part  
One - 20Nov14 v1.1 |



BCF Leeds - Part  
Two - 20Nov14 v1.0 |



Leeds Scheme  
Business cases 19Sep

## SCHEDULE 8 – POLICY FOR THE MANAGEMENT OF CONFLICTS OF INTEREST

Individual CCG & Council policies to be appended

## SCHEDULE 9 – INFORMATION GOVERNANCE PROTOCOL

The BCF Partnership will comply fully with the *Leeds Interagency Information Sharing Protocol* and the *Leeds Health & Social care Transformation Programme Information Sharing Agreement*, which are appended below:



panleedsinformations  
haringprotocol.pdf



ISA Health and Social  
Care Transformation