Dated **2015**

RUTLAND COUNTY COUNCIL

And

NHS EAST LEICESTERSHIRE AND RUTLAND CLINICAL COMMISSIONING GROUP

Appendix 1

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

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Contents

THIS AGREEMENT is made on day of 2015

PARTIES

(1) **RUTLAND COUNTY COUNCIL of Catmose, Oakham, Rutland ("the Council")**

(2) **NHS EAST LEICESTERSHIRE AND RUTLAND CLINICAL COMMISSIONING GROUP** of Units 2-3 Ground Floor, Bridge Business Park, 674 Melton Road, Thurmaston, Leicester, LE4 8BL ("ELRCCG") referred to as "the CCG"

BACKGROUND

(A) The Council has responsibility for commissioning and/or providing social care services on behalf of the population of the administrative area of Rutland County Council.

(B) The CCG has the responsibility for commissioning health services pursuant to the 2006 Act in the area of East Leicestershire and Rutland

(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. 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 Health Related 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, integrated or joint commissioning arrangements. It is also a means through which the Partners will be able to pool funds and align budgets as agreed between the Partners.

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

a) improve the quality and efficiency of the Services through improvements in integrated care and support; and

b) meet the National Conditions;

c) make more effective use of resources through the establishment and maintenance of a pooled fund for revenue expenditure on the Services to sustain integration within the local health and social care economy on an ongoing basis;

d) promote collaboration and joint working on Individual Schemes ;

e) enable the financial risk sharing agreement to work effectively and encourage joint accountability; and

f) ensure joint accountability for delivery of the Individual Schemes and performance against the relevant performance metrics.

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

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

1 DEFINED TERMS AND INTERPRETATION

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

1998 Act means the Data Protection Act 1998.

2000 Act means the Freedom of Information Act 2000.

2004 Regulations means the Environmental Information Regulations 2004.

2006 Act means the National Health Service Act 2006.

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

Agreement means this agreement including its Schedules and Appendices.

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

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

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

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 1st April 2015

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

(a) which comprises Personal Data or Sensitive Personal Data or which relates to any 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.

Contingency Fund means the contingency fund to be established and administered within the Pooled Fund in accordance with Schedule 3.

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 any event or occurrence which is outside the reasonable control of the Partner concerned and which is not attributable to any act or failure to take preventative action by that Partner, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biologic or chemical warfare; or any other disaster, natural or man-made, but excluding:

(a) any industrial action occurring within the Provider's or any Sub-contractor's organisation; or

(b) the failure by any Sub-contractor to perform its obligations under any Sub-contract

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. [1]

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

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

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

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

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

Initial Term means the period commencing on the Commencement Date and ending on the first anniversary of the Commencement Date (31 March 2016).

Integration Executive means an advisory body to the Health and Wellbeing Board with a remit to make recommendations to the Health and Wellbeing Board relating to the successful delivery of the Better Care Fund.

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;

[1] Here and in the definition of NHS functions the widest definition is used; this needs to be cut down in the relevant specification so that the purpose must be fulfilled by use of the function

(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.

Lead Partner means the lead Partner to be nominated in respect of an Individual Scheme in accordance with Clause 5.6.

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

Month means a calendar month.

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

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

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

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

Overspend means any expenditure from a Pooled Fund in a Financial Year which exceeds the Financial Contributions for that Financial Year or in the case of Individual Schemes refers to spending in excess of the agreed funding allocation.

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 (the members of which are limited to representatives of the “Partners” to this Agreement).

Pay for Performance Fund means the ring-fenced element of the Better Care Fund so identified in Schedule 3 and which shall be used for the purposes set out in Schedule 3.

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

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

Permitted 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 as nominated by the Host Partner from time to time to manage the Pool Fund in accordance with Clause 8.

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).

Scheme Specification means a specification setting out the arrangements for an Individual Scheme agreed by the Partners to be commissioned under this Agreement and to which the arrangements set out in Part 1 and 2 of Schedule 1 to this Agreement shall apply unless an Individual Scheme expressly states that alternative arrangements apply in whole or part to that Individual Scheme.

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

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

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

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

SOSH means the Secretary of State for Health.

Term means the term of this Agreement as more particularly set out in clause 2.

Third Party Costs means all such third party costs (including legal and other professional fees) in respect of each Individual Scheme as the Partnership Board shall agree in advance may be incurred by a Partner in the proper performance of its obligations under this Agreement.

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 and shall, subject to the provisions of this Clause 2 and Clause 21,continue for the Initial Term.

2.2 The Partners may extend this Agreement beyond the Initial Term for a period or periods and on varied terms as may be agreed by the Partnership Board provided that the agreed period or periods of extension and the varied terms are minuted and the minutes are attached as a variation to this Agreement.

2.3 The duration of the arrangements for each Individual Scheme shall be as set out in the relevant Scheme Specification, where applicable, but shall be consistent with the Term unless agreed otherwise by the Partnership Board.

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; or

3.1.3 the powers of the Council to set, administer and collect charges for any Council Health-related Function; or

3.1.4 the Council's power to determine and apply eligibility criteria for the purposes of assessment under the Community Care Act 1990; or

3.1.5 the rights and powers, duties and obligations of the Partners in the exercise of their functions as public bodies or in any other capacity

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 and in the Better Care Fund Plan (Schedule 6).

4 PARTNERSHIP FLEXIBILITIES[2]

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 "Partnership 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

[2] This Agreement has been drafted to cover a range of flexibilities to incorporate the framework approach. Drafting here will need to reflect any lead commissioning arrangements.

other Partner necessary for the purposes of this Agreement which is consistent with the statutory constraints. [3]

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 An overview of the Individual Schemes which will commence on the Commencement Date is set out in Part 1 of Schedule 1. Details of the arrangements which shall be common to all Individual Schemes are set out in Part 2 of Schedule 1 and Scheme Specifications for those Individual Schemes commencing on the Commencement Date are set out in Part 3 of Schedule 1.

5.4 The Partners may add new Individual Schemes to this Agreement provided that a Scheme Specification for each new Individual Scheme shall contain, as a minimum, the information set out in Part 3 of Schedule 1. The detail and introduction of any new Individual Scheme shall be subject to a business case approval by Partners and the Health and Wellbeing Board.

5.5 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.

5.6 The Partners will nominate a Lead Partner for each Individual Scheme who shall be responsible for overseeing delivery of that Individual Scheme and for co-ordinating commissioning arrangements in respect of it. The responsibilities of the Lead Partner are more particularly set out in Part 1 of Schedule 1. Details of the Lead Partners who are nominated at the Commencement Date in respect of Individual Schemes are also set out in Part 1 of Schedule 1.

6 COMMISSIONING ARRANGEMENTS

Integrated Commissioning

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

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

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

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

6.5 The Partners will, via the relevant Lead Partner, keep the Partnership Board and Integration Executive 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 Partnership Board will report back to the Health and Wellbeing Board as required by its Terms of Reference.

Appointment of a Lead Commissioner[4]

[3] Parties should always check that the proposed services can be delegated before incorporating.

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 Integration Executive 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 a Pooled Fund for revenue and capital expenditure (to the extent that contributions to the pool are funded from capital sources and hence designated as such by virtue of legislation/regulations) as set out in the Better Care Fund Plan.

7.2 The Pooled Fund shall be managed and maintained in accordance with the terms of this Agreement including Schedule 3 which contains more detail in respect of finance and risk sharing arrangements.

7.3 The Partners agree as follows:

7.3.1 the Financial Contributions to the Pooled Fund may only be expended on the Individual Schemes;

7.3.2 any expenditure incurred by the Partners in relation to an Individual Scheme shall not exceed the agreed Financial Contribution in respect of that Individual Scheme unless otherwise agreed by the Partners in consultation with the Health and Wellbeing Board;

7.3.3 each Partner shall ensure and shall demonstrate when required to do so that expenditure incurred by it is legitimate and properly attributable to the relevant Individual Scheme;

7.3.4 each Partner shall comply with the requirements of "Eligible Expenditure" set out in Schedule 3;

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[4] Parties should consider overarching obligations on Lead Commissioners, including whether any further duties will be assigned to the Lead Commissioner.

7.3.5 expenditure which has been incurred, other than in accordance with this Clause 7.3, shall not be recoverable from the Pooled Fund and shall be incurred by the Partners at their own risk.

7.4 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.[5]

7.5 Pursuant to this Agreement, the Partners agree to appoint the Council as the Host Partner for the Pooled Funds set out in the Scheme Specifications. The Host Partner shall be the Partner responsible for:

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

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

7.5.3 appointing the Pooled Fund Manager;

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

8 POOLED FUND MANAGEMENT

8.1 The Partners shall agree which officer of the Host Partner shall act as Pooled Fund Manager from time to time during the Term.

8.2 The Pooled Fund Manager 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 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 Partners Quarterly reports (or more frequent reports if required by the Partners) 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 Partnership Board and Health and Wellbeing Board as required by it.

[5] This links liabilities of the Host Partner for default to the indemnity provisions.

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

8.4 Unless otherwise agreed by the Partnership Board, there shall be no viring of funds between Pooled Funds or between Financial Contributions which are made in respect of an Individual Scheme.

9 NON POOLED FUNDS

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

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

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

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

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

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

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

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

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

10 FINANCIAL CONTRIBUTIONS

10.1 The Financial Contribution of the CCG and the Council to the Pooled Fund and in respect of each Individual Scheme for the Initial Term are set out in Part 1 of Schedule 1.

10.2 Financial Contributions beyond the Initial Term (Financial Year: 2015/16) will be determined in line with any Government direction and agreed through the Partnership Board. Those Financial Contributions will be set out in the Better Care Fund Plan and approved by the Health and Wellbeing Board.

10.3 Financial Contributions will be paid by the Partners to the Host on a Quarterly basis in accordance with the terms of this Agreement.

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

11 NON FINANCIAL CONTRIBUTIONS

11.1 It is accepted that each Partner may make non-financial contributions 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[6]

Risk share arrangements

12.1 The Partners have agreed risk share arrangements as set out in schedule 3, which provide for financial risks arising within the commissioning of services from the Pooled Funds and the financial risk to the pool arising from the payment for performance element of the 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 that it has informed the Partnership Board.

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 3 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.

Underspend

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

13 CAPITAL EXPENDITURE

13.1 Neither the Pooled Fund or any Non Pooled Fund 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, unless the Financial Contributions to the Pooled Fund are designated as capital grants for expenditure in this manner by the Law.

13.2 Pooled Funds or Non Pooled Funds will only be applied towards any one-off expenditure on goods and/or services, which will provide continuing benefit as set out in the detail of approved Individual Schemes.

14 VAT

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

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[6] We have provided a suggested approach to overspends and underspends, however, the details will need to considered by the Partners in the context of the Performance Payment arrangements.

14.2 Subject to Clause 14.1, Services commissioned by the Council will be subject the VAT regime of the Council and Services commissioned by the CCG will be subject to the VAT regime of the National Health Service.

15 AUDIT AND RIGHT OF ACCESS

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

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

16 LIABILITIES AND INSURANCE AND INDEMNITY

16.1 Subject to Clause 16.2, and 16.3, if a Partner ("First Partner") incurs a Loss arising out of or in connection with this Agreement or the Services Contract as a consequence of any act or omission of the other 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 Partner specifying in reasonable detail the nature of the relevant claim;

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

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

16.4 Each Partner shall ensure that they maintain policies of insurance (or equivalent arrangements through Individual 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 7.

19 GOVERNANCE[7]

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

19.2 The Partners have established a Partnership Board whose remit is set out in Schedule 2.

19.3 The Partnership Board is based on a joint working group structure. Membership of the Partnership Board shall be constituted by two senior representatives from each of the Partner organisations and each individual member shall have delegated authority from the Partner whom it represents to make decisions which enable the Partnership Board to carry out its objectives, roles, duties and functions as set out in this Clause 19 and Schedule 2.

19.4 The terms of reference of the Partnership Board shall be as set out in Schedule 2.

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

19.6 The Health and Wellbeing Board shall be responsible for the overall approval of the Better Care Fund Plan and the strategic direction of the Better Care Fund.

19.7 Each Individual Scheme shall be overseen and reported upon in accordance with the governance arrangements set out in this Agreement except where alternative governance arrangements are specified in a Scheme Specification for a particular Individual Scheme.

20 REVIEW

20.1 Save where the Partnership Board agree alternative arrangements (including alternative frequencies) the Partners shall undertake:

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[7] The Partners will need to go through the detail of how the governance structure will work; the terms of reference for the Board; and wider discussions about whether it would be helpful to set out how the Board will deal with situations where a particular decision falls outside of the scope of delegated authority of the relevant officers.

20.1.1 an annual review ("**Annual Review**") within 3 Months of the end of each Financial Year; and

20.1.2 a Quarterly review

of the Pooled Fund, Non Pooled Fund and Aligned Fund and the provision of the Services.

20.2 Subject to any variations to the review process required by the Partnership Board, reviews shall be conducted in good faith and, where applicable, in accordance with the governance arrangements set out in Schedule 2.

20.3 The Partners shall within 20 Working Days of the Annual Review prepare a joint annual report documenting the matters referred to in this Clause 20. A copy of this report shall be provided to the Health and Wellbeing Board.

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

21 COMPLAINTS

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

21.1 In deciding which Partner should deal with a complaint, the following should be taken into consideration:

21.1.1 Where a complaint wholly relates to one of more of the Council's Health Related Functions it shall be dealt with in accordance with the statutory complaints procedure of the Council;

21.1.2 where a complaint wholly relates to one or more of the CCG's NHS Functions, it shall be dealt with in accordance with the statutory complaints procedure of the CCG;

21.1.3 where a complaint relates partly to one or more of the Council's Health Related Functions and partly to one or more of the CCG's NHS Functions then a joint response will be made to the complaint by the Council and the CCG, in line with local joint protocol;

21.1.4 where a complaint cannot be handled in any way described above or relates to the operation of the arrangements made pursuant to this Agreement or the content of this Agreement, then the Partnership Board will set up a complaints subgroup to examine the complaint and recommend remedies. All complaints shall be reported to the Partnership Board.

22 TERMINATION & DEFAULT

22.1 This Agreement may be terminated by any Partner giving not less than 12 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 by the Partnership Board in consultation with the Health and Wellbeing Board in accordance with the terms set out in the relevant Scheme Specification and Schedule 2, 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. [8]

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 any terms of this Agreement that expressly or by implication survive termination of this Agreement[9]

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, or any other arrangement that results in liabilities continuing after the termination of a scheme, both Partners will act in accordance with section 4.3 in Schedule 3.

22.6.3 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

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

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

23 DISPUTE RESOLUTION

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

23.2 The Authorised Officers 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 Chief Executive for the Council and the Managing Director of the CCG 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 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[10]

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[11]

25.1 In respect of any Confidential Information a Partner receives from the other 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 from 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.

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10 Consider whether the suggested procedure (including the definition of Force Majeure Event and timescales) is acceptable.

11 Confidential information and the sharing of information will need to be considered since the Partners have different rules that apply.

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 Regulations to respond to a request promptly and within the statutory timescales. This cooperation shall include but not be limited to finding, retrieving and supplying information held, directing requests to other Partners as appropriate and responding to any requests by the Partner receiving a request for comments or other assistance.

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

27 OMBUDSMEN

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

28 INFORMATION SHARING

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

29 NOTICES

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

29.1.1 personally delivered, at the time of delivery;

29.1.2 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

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

29.2 In proving such service, it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority as prepaid first class or airmail letter (as appropriate), or that the facsimile was transmitted on a tested line or that the correct transmission report was received from the facsimile machine

sending the notice, or that the electronic mail was properly addressed and no message was received informing the sender that it had not been received by the recipient (as the case may be).

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

29.3.1 if to the Council, addressed to the Chief Executive, Rutland County Council, Catmose, Oakham, Leicestershire;

Tel: 01572 758203
E.Mail: hbriggs@rutland.gov.uk

and

29.3.2 if to the CCG, addressed to the Managing Director, Units 2-3 Ground Floor, Bridge Business Park, 674 Melton Road, Thurmaston, Leicester, LE4 8BL

Tel: 0116 2955105
E.Mail: Karen.english@eastleicestershireandrutlandccg.nhs.uk

30 VARIATION

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

30.2 Changes to the Financial Contributions may be made in accordance with the procedure set out in Clause 10 and Schedule 3 or as otherwise agreed by the Partnership Board in consultation with the Health and Wellbeing Board provided that any such agreement is recorded in writing.

31 CHANGE IN LAW

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

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

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

32 WAIVER

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

33 SEVERANCE

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

34 ASSIGNMENT AND SUB CONTRACTING

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

35 EXCLUSION OF PARTNERSHIP AND AGENCY

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

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

35.2.1 act as an agent of the other;

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

35.2.3 bind the other in any way.

36 THIRD PARTY RIGHTS

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

37 ENTIRE AGREEMENT

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

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

38 COUNTERPARTS

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

39 GOVERNING LAW AND JURISDICTION

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

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

IN WITNESS WHEREOF this Agreement has been executed by the Partners on the date of this Agreement[12]

THE CORPORATE SEAL of)
RUTLAND COUNTY COUNCIL)
was hereunto affixed in the presence of:)

Signed for on behalf of **EAST LEICESTERSHIRE AND RUTLAND CLINICAL COMMISSIONING GROUP**

_____

Authorised Signatory

[12] Partners to confirm execution blocks

SCHEDULE 1

PART 1 – OVERVIEW OF INDIVIDUAL SCHEMES TO BE DELIVERED

The Pooled Fund will fund new, existing or modified Individual Schemes to be delivered by the Partners.

The full list of Individual Schemes and the details of the Financial Contributions to be apportioned to them at the Commencement Date are set out below:

Individual Scheme	**Lead Partner**	**Lead officer and contact details**	**Funding for 2015/16**	**Scheme Specification Reference**
Community Agents	RCC	Karen Kibblewhite, Head of Service Commissioning kkibblewhite@rutland.gov.uk	£200,000	1A
Adaptations/ Disabled Facilities Grants (DFG)	RCC	Head of Service Ageing Well	£104,000	1B
Assistive Technology	RCC	Head of Service Ageing Well	£98,000	1C
Integrated Care Coordinator	RCC	Head of Service Ageing Well	£39,000	1D
Integrated Dementia Pathways	RCC	Head of Service Ageing Well	£100,000	1E
Learning Disability Pathways	RCC	Mark Andrews, Deputy Director mandrews@rutland.gov.uk	£84,000	1F
Step Up Step Down (made up of: • Reablement • Hospital Discharge • Integrated Crisis Response	RCC	Head of Service Ageing Well	£536,000 + £50,000 + £450,000 =£1,036,000	1G
Integrated Health and Social Care Pathways	ELRCCG	Yasmin Sidyot, Head of Strategy and Planning Yasmin.Sidyot@EastLeicestershireandRutlandccg.nhs.uk	£405,000	1H
Project Support	RCC	Katy Lynch, Project Manager Transformation mandrews@rutland.gov.uk	£50,000	1I
Care Act Enablers	RCC	Karen De Miranda Candeia, Head of the Care Act Kde-miranda-candeia@rutland.gov.uk	£110,000	1J

PART2 - ARRANGEMENTS COMMON TO ALL INDIVIDUAL SCHEMES

Each Individual Scheme will have a nominated Lead Partner.

Where Individual Schemes are delivered jointly by the Partners, a Lead Partner will still be nominated.

Lead Partner responsibilities

a) Governance

Lead Partners will ensure that:

- There is a nominated lead officer for each Individual Scheme
- Lead officers are of sufficient seniority to manage the risks of non-delivery of Individual Schemes
- Individual Schemes are appropriately managed to deliver aims, objectives and outcomes
- Any legislative or regulatory requirements are complied with
- Financial and performance reporting requirements are sufficient to enable the Partnership Board to monitor progress

b) Financial management

Lead Partners are responsible for the financial management of Individual Schemes. And specific financial requirements are set out in Schedule 3. The responsibilities of the Lead Partner are as follows:

a) Ensure that any expenditure incurred in relation to an Individual Scheme will be recorded in the main accounting system of the Council.

b) Produce a monthly finance monitoring statement showing expenditure and commitments to date per the Individual Scheme, and a total forecast for the Financial Year against the relevant Financial Contribution for that Individual Scheme. The Lead Officer will be expected to report this information to the Pooled Fund Manager.

c) Ensure that expenditure incurred in relation to the Individual Scheme is in accordance with any rules or restrictions regarding eligibility of expenditure. For example Scheme 1B must meet all requirements set out in DFG legislation.

d) The Lead Officer will ensure that expenditure does not exceed the allocation given for the Individual Scheme as set out in Part 1 of Schedule 1. The Lead Officer can request additional funds from the Partnership Board; however it should not be assumed that approval for additional funds will be given.

e) Should there be an Underspend in respect of an Individual Scheme at the end of each Financial Year, underspend will be held in the Contingency Fund.

Either Partner can apply to the Partnership Board to access the Contingency Fund in future years.

f) The Lead Officer will ensure that expenditure is in incurred in line with any applicable financial regulations, procurement rules and that the VAT regime of the commissioning Partner is applied.

c) Performance management

Lead Partners will ensure in respect of each Individual Scheme, that:

- Performance management arrangements are in place
- Corrective action is taken where applicable to ensure delivery of the Individual Scheme
- Any performance issues are raised as appropriate through the governance processes as outlined in Schedule 2 and 5.

40 COMMISSIONING, CONTRACTING, ACCESS

Unless specified as a condition of an Individual Scheme or in the relevant Scheme Specification, a Lead Partner shall be entitled to arrange for the delivery of the Individual Schemes in accordance with any of the Partnership Flexibilities or shall be entitled to provide the relevant Services by way of internal delivery.

41 RISK AND BENEFIT SHARE ARRANGEMENTS

Any specific risk and benefit sharing arrangements in respect of an Individual Scheme are set out in Scheme Specifications. Risk and benefit arrangements applying to all Individual Schemes are set out in Schedule 3.

42 DURATION AND EXIT STRATEGY

Procedures for termination or variation of Financial Contribution to Individual Schemes are set out in Schedule 3.

It is recognised that whilst funding of Individual Schemes may be varied or terminated, Individual Schemes themselves may continue for one of two reasons:

- There is a statutory responsibility for Partners to provide the relevant Services; and

- Partners may decide to continue funding Individual Schemes through alternative sources.

It is also recognised that termination or variation of funding of an Individual Scheme may result in Partners being faced with meeting potential liabilities in relation to staff or non-staff costs. Each Scheme Specification sets out those potential liabilities and the likely impact of them so that the Partnership Board may be aware of the implications of termination or variation.

Liabilities arising from the termination of an Individual Scheme's funding will be borne by the Lead Commissioner for that Individual Scheme unless agreed otherwise by the Partnership Board.

43 USE OF SCHEME SPECIFICATIONS

Further detail relating to the specification, operation and delivery of the Services is set out in the business case prepared by the Partners for each Individual Scheme.

In the event that there are any concerns about the delivery, funding or operation of each Individual Scheme reference should be made to the business case.

The information contained in each Scheme Specification relates solely to the activity to be funded directly from the Pooled Fund, it is acknowledged that other resources may be identified to fund activities which support the Better Care Fund outcomes or that Non-Recurrent Payments may be made by the Partners in accordance with the terms of the Agreement.

PART 3 –DETAILS TO BE OUTLINED IN EACH INDIVIDUAL SCHEME SPECIFICATION

The following information relating to Individual Schemes shall be set out, as a minimum in each Individual Scheme Specification:

A) Overall aims;

B) Key outcomes/deliverables;

C) Statutory and regulatory requirements;

D) Any conditions relating to scheme delivery or expenditure, including risk and benefit sharing;

E) Specific Individual Scheme duration and exit strategy issues; and

F) Details of Lead Commissioning, Integrated Commissioning or Joint (Aligned) Commissioning Arrangements that are applicable or details of how Services are to be provided internally by the relevant Partner.

Further detail relating to the specification, operation and delivery of each scheme can be found in Business Cases for each scheme; Business Cases will be approved by the Health and Wellbeing Board and outline how the funding will be spent and what outcomes are anticipated.

In the event that there are any concerns about the delivery, funding or operation of each scheme reference should be made to the approved Business Case.

The information contained in each Scheme Specification relates solely to the activity to be funded directly by the Better Care Fund, it is acknowledged that other resources may be identified to fund supporting activity, this agreement does not contain detail of such supporting resource and activity.

SCHEME 1A – SCHEME SPECIFICATION

Individual Scheme: Community Agent Service

A) Overall aims

The Community Agent service will provide local coordination and a single point of contact for providing information and signposting to other types of local support including services, peer support and community resources in Rutland.

A network of community agents will work flexibly and provide consistent countywide cover so that they are accessible to those in need.

The Council will act as the Lead Partner and Lead Commissioner for this Individual Scheme, contracting with voluntary sector providers to deliver Services directly to Service Users.

The Council will develop a model during the Financial Year 2015/16 in order to identify options for commissioning and delivery of the Individual Scheme model in future years.

B) Key outcomes/deliverables

The Service will aim to reduce social isolation and increase social contact for all age groups, and particularly for older people. The Lead Partners will work with the Provider to collect the following performance information in order to understand the effectiveness of the Individual Scheme:

Better Care Fund Performance Metrics	
Reducing admissions to residential care – aged 65 and over	This Individual Scheme will contribute to the following change in activity: FY 15/16 – 1.0 less person admitted
Reducing delayed transfers of care from hospital	This Individual Scheme will contribute to the following change in activity: FY 15/16 – 34.7 less delayed days
Improving patient experience	Satisfaction increases
Reducing admissions to hospital due to falls	This Individual Scheme will contribute to the following change in activity: FY 15/16 – 2.1 less people
Local Performance Measures	
Number of individuals engaged with a Community Agent	
Number of individuals referred to support services, who then present at those support services	
Number of individuals who engage in social activity or attend community groups as a result of Community Agent intervention	
Increase in self-evaluated quality of life criteria	
Number of individuals supported by Community Agents to leave hospital	
Number of individuals supported by Community Agents to leave residential care	

The number of new community groups linked in to the integrated information service

C) Statutory and regulatory requirements

There are no statutory or regulatory requirements attached to the delivery of this Individual Scheme. However, all organisations working with children, young people and vulnerable adults must ensure that they have “safe” practices and procedures in place.

D) Any conditions relating to delivery or expenditure

The Financial Contribution available for this Individual Scheme in the Initial Term is as stated in Schedule 1 Part 1 and is £200,000

The Lead Officer responsible for this Individual Scheme and management of the relevant Financial Contribution is the Head of Service for Commissioning of the Council.

All staff responsible for delivering this Individual Scheme will be employed by voluntary sector providers pursuant to an existing contract held by the Council.

Eligible expenditure for the Individual Scheme and a payment schedule will be set out within the Service specification of the relevant Services Contracts.

The contract for delivery of this Individual Scheme will be approved in line with the Council’s Contract procedure Rules as the Council will act as Lead Commissioner.

E) Specific duration and exit strategy issues

This Individual Scheme will be provided pursuant to an existing contract with Spire (until 31st March 2016) who will require a Partnership agreement with other organisations involved to deliver the Community Agent Service.

Financial resources in subsequent years (beyond the Initial Term, 2015/16) will be determined and agreed in accordance with Schedule 3 of this agreement.

The exit strategy for this Individual Scheme beyond 2015/16 will be agreed by the Partnership Board and reflected in the relevant Service Contracts.

F) Commissioning Arrangements

This is a commissioned service with the Council acting as the Lead Commissioner.

SCHEME 1B - SPECIFICATION

Scheme Name: Adaptations/Disabled Facilities Grant

A) Overall aims

The DFG service is a service run and delivered internally by the Council. DFGs are awarded for essential necessary and appropriate adaptations in line with DFG legislation. The Service will provide adaptations to give a disabled person better freedom of movement around the house. The Service provides aids and adaptations up to the value of £30k (in line with DFG legislation) through a means-tested grant application process per annum allowing disabled persons to live independently in their home. The broad process involves:

- The application is made by the disabled person
- The application is assessed for eligibility by the Council
- The Council approves grants and arranges for work to be undertaken (where appropriate).

This Individual Scheme aims to:

- Help people live healthier lives
- Help people stay well for longer
- Improve the patient experience
- Avoid hospital and care home admissions
- Reduce admissions from injuries due to falls

B) Key outcomes/deliverables

This Individual Scheme is expected to deliver against the following outcomes as set out in the Better Care Fund Plan and any amendments to the below deliverables must be reported through the governance and performance management process:

Better Care Fund Performance Metrics:	
Reducing admissions to residential care – aged 65 and over	Specific target for the Individual Scheme of 3 less individuals in 2015/16
The proportion of people discharged from hospital via reablement services and still living at home 91 days later	Specific target for the Individual Scheme of 1 more individual in 2015/16
Reducing admissions due to falls	Specific target for the Individual Scheme of 2.1 less individuals in 2015/16
Local performance measures:	
Maximum use of available grant funding will be made to achieve as many completed DFG's within the year as possible. The number will vary dependent on the cost of the adaptations completed. The average number of adaptations completed in previous years with a budget of £160,000 has been 24 completed DFG's.	
93% of service users will identify that the service has helped them to have a better quality of life.	
High priority referrals will be assessed within 4 weeks, medium priority referrals will be assessed within 4 months.	

All work recommended as urgent and high priority will be completed within one year. Risks that exist whilst the person is waiting will be identified and addressed.
Development of an outcome measure and audit will be undertaken to evaluate/demonstrate what the recommended major and minor adaptations have achieved, to inform future service planning and developments.
Advice and info on home improvements and adaptations will be available to self- funders and Housing Associations.

N.B. Supplementary performance information will be recorded and maintained where appropriate.

C) Statutory and regulatory requirements

Adaptations to people's homes must be delivered in line with Disabled Facilities Grant (DFG) legislation. The Housing Grants, Construction and Regeneration Act 1996 identifies the purpose for which DFG's must be approved and conditions which must be present for a DFG to be approved. Other relevant legislation incudes:

- The Regulatory Reform (Housing Assistance) (England and Wales) Order 2002
- The Housing Renewal Grants (Amendment)(England) Regulations 2005 - Statutory Instrument 2005 No. 3323
- The Care Act 2014.

D) Any conditions relating to scheme delivery or expenditure

a) Expenditure

The funding allocated through the Pooled Fund strictly relates to the DFG Grant and must be spent in accordance with the statutory and regulatory requirements set out herein.

Adaptations costing over £500 will be paid for from the allocated Financial Contribution in line with the Council's current practices.

b) Delivery

Delivery of the Service is as per statutory requirements.

The Council already provides the infrastructure required for it to enable the full delivery of this Individual Scheme.

E) Specific scheme duration and exit strategy issues

DFG is a statutory obligation of the Council and whether this is funded through the Better Care Fund or not, the Council will, subject to any Change in Law be required to continue to fund Service Users eligible for the grant. In the event that this Individual Scheme is no longer to be funded from the Pooled Fund, the Council will make alternative arrangements to ensure continuation of the Services in accordance with its statutory obligations.

F) Commissioning Arrangements

This scheme is provided internally by the Council.

SCHEME 1C – SPECIFICATION

Scheme Name: Assistive Technology

A) Overall aims

This Individual Scheme will develop the availability and use of assistive technology, telecare and telehealth options for Service Users. Services will be commissioned by the Council who shall act as Lead Commissioner to provide technological responses to promote and support independence and wellbeing. This initial piece of work will focus on promoting the use of technologies and informing the options for future delivery models.
The scheme aims to:

- To enable people in need of support to maintain their independence and health and wellbeing, in their chosen home for as long as possible and slow down the movement to the next level of care need.
- To make people feel safer and prevent falls and other injuries/dangers such as wandering.
- To prevent people moving into institutional care.
- To prevent hospital admissions and assist with safe transfer from hospital to home
- To reduce the level of reliance on domiciliary care provision and develop mixed packages of care, including technology alongside having a person to provide care and support.
- To support carers to improve family life and reduce carer strain.
- To support people with Learning Disabilities with their independence and to live in their own homes.
- To support positive outcomes for disabled adults, children and young people.

B) Key outcomes/deliverables

This Individual Scheme is expected to deliver against the following outcomes as set out in the Better Care Fund Plan; any amendments to the below deliverables must be reported through the governance and performance management process:

Better Care Fund Performance metrics:	
Reducing Residential admissions	2015/16 for 3 individuals
Keeping people at home after discharge into Reablement	2015/16 for 1 individuals
Reducing admissions due to injuries from falls	2015/16 for 2 individuals
Reducing avoidable hospital admissions	2015/16 for 9 individuals
Local performance measures:	
Increase referral rate for assisted technology.	15 referrals per month
Increased use of Monitoring equipment such as Just checking to inform assessments, care planning process and commissioning.	Identification on panel applications
Training and processes to include raising awareness relating to consent and best interest decisions in relation to use of assistive technologies.	Develop a training / workforce delivery plan and provide training to required participants.

C) Statutory and regulatory requirements

The Care Act 2014 requires the Council to assess a person's eligible needs for care and support and makes explicit the expectation to be preventative and promote wellbeing. It gives guidance on not charging for equipment of a value of under £1,000.

D) Any conditions relating to scheme delivery or expenditure

The funding allocated through the Better Care Fund will be used to appoint a provider to deliver the service and supply equipment. Additional equipment will be purchased direct by the Council. Funding will also be used to support training and assist with promotion of the service.

Eligibility for equipment and the range of equipment provided will be determined by the pilot scheme. Costs of lifelines and other ongoing charges will not be met by the scheme.

The Council provides the infrastructure to enable the full delivery of this Individual Scheme.

E) Specific scheme duration and exit strategy issues

A report will be brought to the Health and Wellbeing Board before 31st December 2015 advising of this Individual Scheme's effectiveness to date so that a decision can be made whether further funds should be allocated to continue this Individual Scheme beyond 31st March 2016 – funding beyond this date would be based on commitment from Partner organisations to fund the service or through an extension of the Better Care Fund.

F) Commissioning Arrangements

This service is a Lead Commissioning arrangement, with the Council as the Lead Commissioner.

SCHEME 1D – SPECIFICATION

Scheme: Integrated Care Coordinator

A) Overall aims

This Individual Scheme is focussed around one full time Integrated Care Coordinator supporting all 4 GP practices in Rutland, providing advice and information on wellbeing and maintaining good health for people to a carefully selected cohort of people aged 60 plus with long term conditions.

B) Key outcomes/deliverables

The Integrated Care Model will deliver the following outcomes for patients in Rutland:
High risk patients with health and social care needs will be identified and supported to better manage their health and wellbeing through monthly multi-disciplinary teams.
Risk stratification tool (computer generated) analysis will allocate risk scores to potential patients who may be eligible for support and consequently the cohort agreed with each GP.
Eligible patients receive advice, assistance and intervention through a care planning process led by the coordinator (20 per month)
Patients are involved in developing the care plan, understand it, and have confidence about who to approach when they need support.

The Service will impact on the following metrics:

BETTER CARE FUND Performance Metrics
Metric 4: Total emergency admissions into hospital, per 100,000 population Contribute to a reduction in the number of individuals admitted to hospital (27 less hospital admissions as a result of the scheme in 2015/16)
Metric 6 (Admissions due to falls) contributing the following change in activity: The scheme will reduce the number of falls that result in admissions to hospital (at least 2 individuals demonstrably supported in 2015/16)
Other information to be collected:
The number of recipients of the service suspected or diagnosed as having dementia
The number of recipients referred to the reablement service
The number of referrals into the Assistive Technology scheme
Positive customer feedback; with recipients reporting increased control in managing their conditions and feeling better supported

C) Statutory and regulatory requirements

This is not a statutory service.

D) Any conditions relating to scheme delivery or expenditure

The delivery of this scheme is based on 1 Full Time Equivalent Integrated Care Coordinator Post employed on a fixed term basis for 1 year from 1st April 2015; The Post holder will be employed by the Council or seconded from Leicestershire Council Integrated Care Service.

E) Specific scheme duration and exit strategy issues

If this Individual Scheme proves effective, and in order to maintain continuity, the Council will require 6 months' notice before this Individual Scheme is due to cease to ensure the resource (I.e. post) is in place beyond 31st March 2016.

If this Individual Scheme proves ineffective the post will cease at the end of the fixed term employment period.

F) Commissioning Arrangements

This service is an in house service provided by the Council.

SCHEME 1E – SPECIFICATION

Scheme: Integrated Dementia Pathways

A) Overall aims

This Individual Scheme will ensure individuals and their families and/or carers will be better supported through their journey pre and post Dementia diagnosis.

The health and social care system will be integrated through joined up working and coordination between the different Services working to support those suffering with Dementia and their carers.

The Individual Scheme will be based on two elements:

a) A commissioned Service (to be commissioned by the Council as Lead Commissioner) with a voluntary and community sector provider – the provider for 2015/16 is the Alzheimer's Society
b) A "Memory Advisor" employed by the Council

B) Key outcomes/deliverables

The VCS provider will deliver the following:
Memory Café and mobile hub providing multi agency health and wellbeing advice, education, information, support and skill retention activities
Dementia Friendly Communities: Recruit, train and support volunteers and professionals to be dementia champions ("Dementia Friends") so that they are better able to support people with dementia and promote/engage community understanding.
Education and support events will be provided and coordinated to help equip people living with dementia, their families and carers to better cope with the impact of dementia.
Provide awareness raising and support to people who are working with people with dementia in both paid and voluntary capacities, including residential and home care providers.
Early Support: People will be supported to receive a diagnosis of dementia as quickly as possible to enable them to access appropriate treatment, advice and support services as soon as they need them.
Signposting –signpost people to other appropriate services such as advocacy and legal advice or assistive technology etc
Intensive 1:1 targeted support during a point of crisis – bespoke service for up to 6 weeks to support carers to continue caring for an individual
The Memory advisor will deliver the following:
Specialist dementia worker to work with family, carers and people with dementia, in the community and other settings. Use a range of interventions ("coping strategies") that help people live positively with the condition and develop skills to improve communication and maintain relationships.
Act as the key link between support organisations to ensure improved coordination, developing strong Partnerships with health practitioners, VCS organisations and Rutland County Council to maximise opportunities for the early diagnosis and support for people living with dementia, their families and carers.

The Services will impact on the following Better Care Fund metrics:

BETTER CARE FUND Metric
Metric 1 (reducing residential admissions) contributing the following change in activity: FY 15/16= 1 individual actively prevented from going into residential care
Metric 3 (Delayed transfers of care) contributing the following change in activity: FY 15/16 =104 less delayed days
Metric 4: Total emergency admissions into hospital, per 100,000 population Contribute to a reduction in the number of individuals admitted to hospital
Metric 6 (Admissions due to falls) contributing the following change in activity: The scheme will reduce the number of falls that result in admissions to hospital (at least 1 individual demonstrably supported)
Other metrics: Outcomes
People with dementia and their family and carers…
➢ experience improved quality of life
➢ exercise choice and control
➢ have information about dementia which enables them to make informed choices about their lives and future support
➢ are enabled and empowered to access appropriate help and support at the time that they need this support
➢ have an understanding of how they can develop strategies for living with dementia on a daily basis
➢ have opportunities to meet regularly with other people with dementia and their carers
➢ are treated with dignity and respect throughout their contact with the service
➢ feel less isolated and appropriately supported
➢ experience improved individual mental health and wellbeing
➢ are empowered to engage with their community
➢ have opportunities to be involved in the development of services and support for people with dementia

C) Statutory and regulatory requirements

There are no specific statutory requirements linked to the delivery of this Individual Scheme.

D) Any conditions relating to scheme delivery or expenditure

The funding is currently secured for 1 year from 1st April 2015 based on:
i. the Memory Advisor on a fixed term basis
ii. the VCS provider on a 1 year contact from 1st April 2015

E) Specific scheme duration and exit strategy issues

The Dementia Support Service commissioned by the Council will be subject to ongoing contract monitoring and in accordance with the Council's contract procedure rules; if outcomes are not met then the Service Contract will be terminated early and alternative

solutions will be developed. The Service Contract will be for a maximum of 1 year from 1st April 2015; a report will be brought back through the Integration Executive 6 months before the Services are due to expire to determine effectiveness, commitment from the Council and the CCG for funding beyond 31st March 2016 will be established at this review period.

Memory Advisor Role:
Funding outlined in the Better Care Fund Plan is for 1 year (2015/16) however there is a commitment from the Integration Executive to fund the Memory Advisor for an additional year (2016/17) to ensure the new service can embed in and draw sufficient interest from the right calibre candidates. The Memory Advisor will therefore be employed by Rutland County Council on a fixed term basis for 2 years. If Better Care Fund funding extends beyond 2015/16 it is expected that this post will be funded through Better Care Fund monies, if the Better Care Fund is not extended to 2016/17 a report outlining the requirement to jointly fund the post between the Partners for year 2 will be taken to the Integration Executive no later than 31st December 2015.

F**) Commissioning Arrangements**
As outlined above, the Council is the Lead Commissioner for this scheme which will be partly commissioned (Dementia Support Service) and partly provided in house (Memory Advisor).

SCHEME 1F – SPECIFICATION

Scheme Name: Learning Disability Pathways

Please note that the information set out in the original Better Care Fund submission (September 2014) has since changed following the approval from the Health and Wellbeing Board (at its meeting on 27th January 2015) to change the direction of the original Individual Scheme in order to maximise the impact on Better Care Fund metrics; a new business case will be submitted to the Health and Wellbeing Board for Approval in March 2015.

A) Overall aims

A new Individual Scheme is in the process of being designed to maximise the impact on the Better Care Fund metrics. Improved learning disability pathways will remain a feature of the Better Care Fund Plan through better coordination of care, supported by the Community Agent Scheme, Assistive Technology and Integrated Dementia Pathways Individual Schemes. Furthermore the scheme will support Learning Disability activity within the Better Care Together Programme, specifically around market development.

B) Key outcomes/deliverables

The new proposed scheme will provide a demonstrable impact on the following Performance Metrics:
Metric 1: (reducing residential admissions) contributing the following change in activity:
Metric 3 (Delayed transfers of care) contributing the following change in activity:
Metric 4: Total emergency admissions into hospital, per 100,000 population Contribute to a reduction in the number of individuals admitted to hospital
Metric 6: (Admissions due to falls) contributing the following change in activity: The scheme will reduce the number of falls that result in admissions to hospital
Other key deliverables include:
Improved coordination of services to support individuals with Learning Disabilities
Improved patient experience

C) Statutory and regulatory requirements

There are no statutory requirements linked to this scheme.

D) Any conditions relating to scheme delivery or expenditure

The parameters of this Individual Scheme to be defined in a new Business Case to be developed and approved by the Health and Wellbeing Board.

E) Specific scheme duration and exit strategy issues

Funding is only confirmed for 2015/16 – the developed Individual Scheme will be delivered over a 12 month period.

F) Commissioning Arrangements

Arrangements still to be confirmed however the Council will be the Lead Commissioner for this scheme.

SCHEME 1G – SPECIFICATION

Scheme Name: Step up step down

A) Overall aims

This Individual Scheme will consist of a number of initiatives with the aim of:

- Preventing admissions to hospital or residential care where avoidable by providing services at home or closer to home
- Minimising the length of stay for those who do need to go into hospital
- Avoiding delays in hospital discharges.
- Ensuring safe discharge arrangements are in place
- Helping people to regain their maximum level of independence and wellbeing by providing multi-professional, multi-skilled integrated reablement services.

B) Key outcomes/deliverables

The Individual Scheme is expected to deliver against the following outcomes as set out in the Better Care Fund submission and corresponding business case; any amendments to the below deliverables must be reported through the governance and performance management process:

Better Care Fund Performance Metrics:	
Metric 2: Increase the number of 65's still living at home 91 days after discharge.	Reablement 2015/16 1 individual
Metric 3: Reduce delayed transfers of care	Hospital discharges 2015/16 by 104 less delayed days
Metric 4: Avoiding admissions to hospital	Integrated Crisis Response Service (ICRS) will result in 9 less individuals being admitted to hospital.
Metric 6: Reducing admissions to hospital due to injuries sustained because of a fall	ICRS 2015/16 1 individuals Reablement 2015/16 2 individuals
Deliverables:	
Pathways between services will be simple but effective and wherever possible to "Home first" options considered.	
Acute sector will have increased capacity for those who really need it.	
24/7 services available as required.	
For services to work in an integrated way that reduces duplication and ensures services are provided in a timely way, are safe, comprehensive and effective and that provide individuals with opportunities to maximise their independence.	

N.B. Supplementary performance information will be recorded and maintained where appropriate.

C) Statutory and regulatory requirements
The Care Act 2014 states that Intermediate care, including Reablement, must be provided free of charge for up to 6 weeks. Community equipment must be provided free of charge. Any service or part of service which the NHS is under a duty to provide must be provided free of charge and local authorities cannot lawfully meet needs by providing or arranging services that are legally the responsibility of the NHS (section 22 sets out the limits of what the local authority may provide by way of healthcare).

NHS Regulations 2013 relating to the National Framework for NHS Continuing Health Care sets out a process for the NHS to work with local authority to assess and decide on eligibility and provide that assessed care where the person has a 'primary health need'.

The provision on the discharge of hospital patients with care and support needs are contained in schedule 3 of the Care Act 2014 and the Care and Support regulations 2014 relating to the NHS having discretion for seeking reimbursement from the local authority for a delayed transfer of care.

D) Any conditions relating to scheme delivery or expenditure
Contracts will be undertaken independently by RCC and CCG as Joint (Aligned) Commissioners for separate elements of this Individual scheme and it is agreed that the terms of the relevant Service Contracts will be established and managed in an aligned way to achieve the principles and objectives of this Individual Scheme.

Each commissioning Partner will take responsibility for decommissioning any services it is responsible for if it determines it can no longer be supported. In these circumstances the relevant Partner should give warning and explanation to the other Partner so they can evaluate the impact on their own services and arrangements. The relevant Service Contract could be assigned in full or part to the other Partner by agreement.

Eligibility for individual Services will be as per the stated eligibility and operating procedures for that Service as set out in the Service Contract. The aim of this Individual Scheme is to reduce any duplication between Services and the Services are expected to be redesigned to be better integrated, which may necessitate some review of Service eligibility, commissioning arrangements and operating procedures.

Both the CCG and Council have a number of existing services and functions that are integral and have a direct impact on this Individual Scheme, but are not part of the Better Care Fund for example the work of Hospital Social workers is not funded through the Better Care Fund, neither is the wider structure and services for unscheduled and scheduled nursing and therapy services and Discharge Liaison Co-ordinators (at UHL employed by the CCG). The Partners shall work together to ensure co-ordination with this Individual Scheme and those linked services and service contracts.

Many of the elements of this Individual Scheme are already in place at the Commencement Date and people working within this Individual Scheme are on long term substantive contracts either with the Council or with LPT (contracted by the CCG).

E) Specific scheme duration and exit strategy issues

If funding ceases or elements of this Individual Scheme prove ineffective, 6 months' notice will be required to terminate this Individual Scheme due to the time required for consultation to end permanent employment contracts and arrange redundancies or redeployment.

F) Commissioning Arrangements

This scheme will be a combination of in house provided services by the Council, and Joint (Aligned) Commissioning Arrangements between the CCG and the Council.

SCHEME 1H – SPECIFICATION

Scheme: Integrated Health and Social Care Pathways

A) Overall aims

To develop a whole system response to ensure a fully coordinated and integrated service offer is available for individuals with health and social care needs in Rutland.

This Individual Scheme will develop pathways, protocols and possibly co-location of health and social care teams to allow the health and social care economy to realise its vision of integrated care.

By bringing the resources of Partners together the aim is to have an integrated pathway of home based support which can enable people to live more independently within their own homes.

The Project is in line with the CCG's Two Year Operational Plan and Integrated Community Services Strategy and the Leicester, Leicestershire and Rutland wide Better Care together Five Year Strategic Plan. During 2015/16 this scheme will contribute to this much broader 5 year plan to deliver:

- A completely new approach to ensuring citizens are fully included in all aspects of service design and change and that individuals are fully empowered in their own care
- Wider primary care, provided at scale
- A modern model of integrated care
- Access to the highest quality urgent and emergency care
- A step change in the productivity of elective care

B) Key outcomes/deliverables

This Individual Scheme is expected to deliver against the following outcomes as set out in the Better Care Fund submission and corresponding business case; any amendments to the below deliverables must be reported through the governance and performance management process:

Better Care Fund Performance Metrics:
Metric 3 – Reducing Delayed Transfers of Care
Metric 4 – Reducing Avoidable Emergency Admissions
Metric 5 - Improve the patient/service users experience
Metric 6 - Reduce the number of injuries due to falls
Scheme deliverables:
Localities will have arrangements in place for clinical leadership of nursing (clinical case managers) and allied health professionals (OT and physiotherapy), delivered through multi agency teams
Localities will include operational management and administrative support
Multi agency teams will be in place for delivery of planned care, each serving a cluster of GP practices with a registered list of c30-35,000 individuals to: • Deliver planned pathways of health and social care for people with long term conditions,

people with Continuing Health Care needs and people at the end of their life; through integrated care plans and case management
- Support GPs in delivering care plans for patients aged 75 and over
- Work with GPs and Integrated Care Co-ordinators to support risk stratification and care planning
- Support self-care and provision of patient and carer information, including patient held records which include a care plan detailing an individual's nursing and therapy needs
- Proactively identify and prevent falls for 'at risk' individuals, including advice and training in falls prevention and management for care homes and health and social care teams so that falls awareness and assessment are part of every contact

There will be in place a multi-disciplinary and integrated unscheduled care service comprising:
- An unscheduled care team containing nursing staff, allied health professionals and health care support workers
- Intensive Community Support (ICS)
- Integrated Crisis Response Service (ICRS)
- Reablement

Other desired outcomes

a) Improved Partnership working between health and social care Partners

b) Reduction in avoidable hospital admissions through the provision of accessible, targeted community based health and social care services which support independence

c) Reduction in admissions to residential care through the provision of support to enable individuals to remain independent in their own home for as long as possible

d) Reduction in delayed transfers of care through improved information sharing, a co-ordinated approach that is able to maximise step down options and resources to support hospital discharge

e) Reduced length of stay through facilitated early secondary care discharge

f) Reduced impairments attributable to long term conditions

g) To rehabilitate individuals to their optimum level of functioning

h) To promote social inclusion and utilise community capacity where appropriate

i) To enable the development of individual capability in self-directing their care and self-manage their conditions

j) To enable and support individuals at end of life to be cared for in the place of their choice

k) Through enhanced co-ordination and community facilities to assist and support informal carers

C) Statutory and regulatory requirements

CCG's are responsible for commissioning community NHS services in the local areas for which they are responsible. The Health and Social Care Act 2012 encourages health and social care to integrate, this is reinforced by the Care Act 2014.

D) Any conditions relating to scheme delivery or expenditure

This Individual Scheme's expenditure is based on an existing contract for community health services (Intermediate Care and Intensive Community Support) between The CCG and Leicestershire Partnership NHS Trust; scheme delivery focusses on remodelling these services. The CCG will continue to act as Lead Commissioner in relation to this Individual Scheme.

E) Specific scheme duration and exit strategy issues

This Individual Scheme is already part of core service provision and is recurrently funded by the CCG. The purpose of bringing this service into the Better Care Fund is so that greater integration can be achieved between health and social care provision enabling a fully integrated service offer. It is in line with the CCG's Community Services Strategy.

The intention is not to cease but to deliver this provision in a different way that enables greater integration.

The aim of this Individual Scheme is to transform existing pathways, services and resources into new business as usual activity.

F) Commissioning Arrangements

This Scheme is a Lead Commissioning Arrangement, the CCG is the Lead Commissioner.

SCHEME 1I – SPECIFICATION

Scheme: Project Support

A) Overall aims

This Individual Scheme is an enabler and ensures there is resource and capacity in place to deliver the outcomes of the Better Care Fund.

B) Key outcomes/deliverables

To ensure the Better Care Fund programme is managed effectively, providing assurance through the governance and performance reporting processes (schedule 2 and 5) against the following:

- Scheme-specific highlight and exception reports
- Scheme expenditure
- Performance management information including timely information on each Better Care Fund metric and scheme specific information so that judgements can be made about each scheme
- New and amended proposals

C) Statutory and regulatory requirements

There are no statutory and regulatory requirements associated with this scheme.

D) Any conditions relating to scheme delivery or expenditure

Funding outlined in the Better Care Fund for 2015/16 is £50,000 for project support. The Council will employ staff to support project delivery which shall be internal delivery.

E) Specific scheme duration and exit strategy issues

Resource is currently provided by the Council, there is one Project Manager seconded to deliver the Better Care Fund full time on a fixed term basis, and additional capacity provided from the Council's Transformation Team.

Existing funding is only allocated to 31st March 2016 in line with the current duration of the Better Care Fund Plan. If the Better Care Fund is extended beyond this date, it will be necessary for the Council and the CCG to jointly ensure there is resource in place to support project delivery.

F) Commissioning Arrangements

This scheme is provided in house by the Council.

SCHEME 1J - SPECIFICATION

Scheme: Care Act Enablers

A) Overall aims

This is an enabling scheme to ensure that there are sufficient plans in place to meet the government's Care Act 2014 requirements.

The Act aims to ensure that care and support:

- is clearer and fairer
- promotes people's wellbeing
- enables people to prevent and delay the need for care and support, and carers to maintain their caring role
- puts people in control of their lives so they can pursue opportunities to realise their potential

B) Key outcomes/deliverables

- Policies and operational practice meet the requirements of the Care Act 2014
- Service user and carer pathways are reviewed, clear and easy to understand
- Assessment and support planning tools are in place
- Staff and providers are upskilled to undertake the new requirements
- The Carers offer is reviewed and in place
- Changes as a result of the Care Act are communicated
- ICT systems (case management and financial systems) are fit for purpose

C) Statutory and regulatory requirements

This Individual Scheme will support the Partners in becoming compliant with Care Act 2014 legislation.

D) Any conditions relating to scheme delivery or expenditure

This Individual Scheme is only funded by the Better Care Fund in 2015/16 due to the one-off requirements to get the Act implemented and working operationally. The Council will be responsible for expenditure to support IT system requirements and additional capacity to ensure the outcomes/deliverables outlined in Section B are executed.

E) Specific scheme duration and exit strategy issues

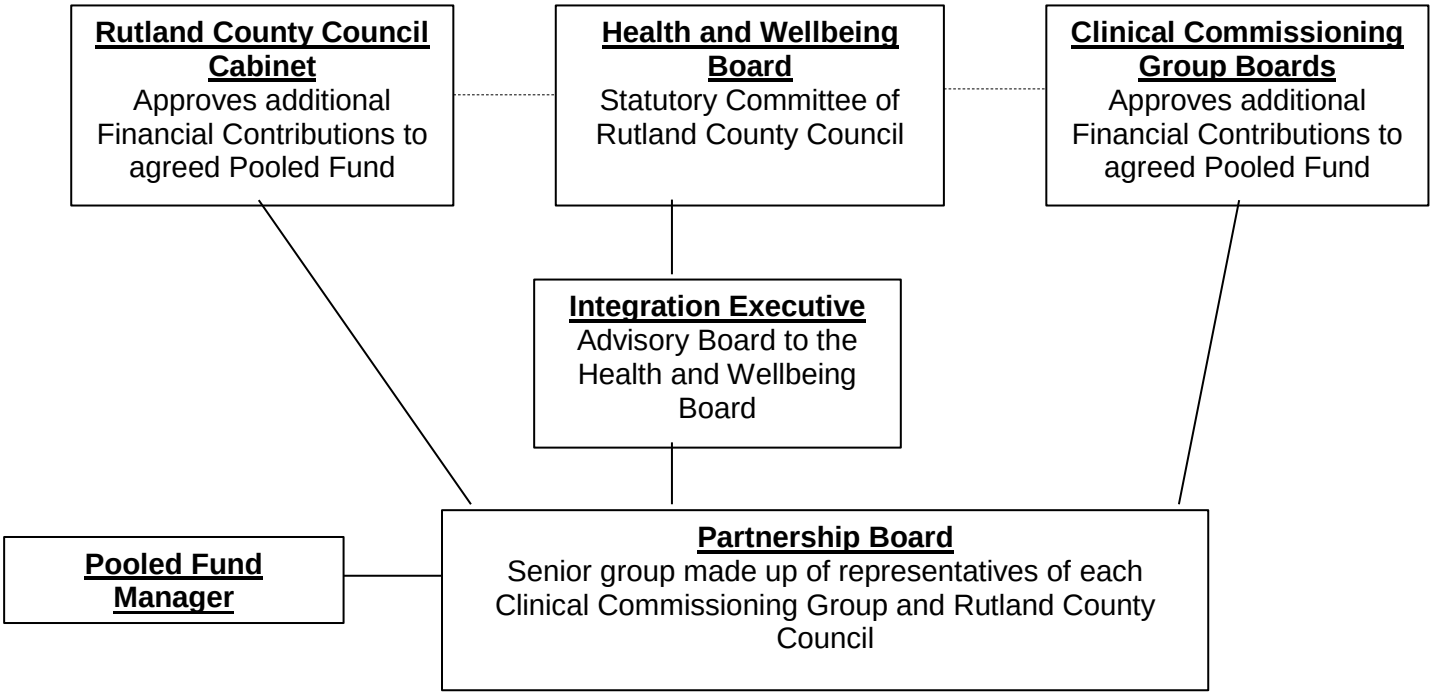
The activity required under the £110k Financial Contribution is a one off cost to support implementation of the Care Act. Any long term Service costs required as a result of implementing the legislation e.g. additional assessments etc will be built in to the Medium Term Financial Plan for the People Directorate.

F) Commissioning Arrangements

This Scheme is provided in house by the Council.

SCHEDULE 2 – GOVERNANCE

Part 1 to Schedule 2 – Overall governance arrangements



Governance arrangements in respect of this Agreement are set out below:

	Governance Role	Body Responsible
1	To lead and direct work to improve the health and wellbeing of the population of Rutland through the development of improved and integrated health and social care services including the Better Care Fund.	Health and Wellbeing Board
2	To ensure that the Better Care Fund Plan achieves its aims and outcomes within the Financial Contributions agreed by the Partners and operating in accordance with its Terms of Reference.	Partnership Board
3	To provide advice and support to the Health and Wellbeing Board and Partnership Board on the operation of individual schemes and any new proposals.	Integration Executive
4	The financial and operational management of the Individual Schemes.	Lead Partners

5	Overall financial management of and reporting on the Pooled Fund.	Pooled Fund Manager

Part 2 to Schedule 2

A. HEALTH AND WELLBEING BOARD

In accordance with its Terms of Reference, the principle role of the **Health and Wellbeing Board** is to:

a) provide strategic direction on the integration of health and social care services
b) approve the Better Care Fund Plan
c) provide direction on Individual Schemes and new business cases
d) oversee and advise on any other matters relating to the Better Care Fund

B. PARTNERSHIP BOARD

1. Partnership Board will be made up of two senior officer members from each of the Council and CCG as follows:

1.1 CCG representatives (2):

1.1.1 The Chief Operating Officer or a deputy to be notified to the other members in advance of any meeting; and

1.1.2 Locality Lead or a deputy to be notified to the other members in advance of any meeting

1.2 Council representatives (2):

1.2.1 The Chief Executive or deputy to be notified to the other members in advance of any meeting; and

1.2.2 The Council's Leader or a deputy to be notified to the other members in advance of any meeting.

2. At the first meeting of the Partnership Board the members will elect from their number, by unanimous agreement, a Chairperson. Thereafter, there will be a re-election at the next meeting following each anniversary of the first meeting of the Partnership Board. The Chairperson may vote but will not have a casting vote.

3. Role of Partnership Board

The Partnership Board shall:

3.1. receive financial and activity information regarding the performance of the Individual Schemes on a Quarterly basis or at a frequency otherwise agreed

between the Partners and shall take decisions on the delivery of the Individual Schemes and the Better Care Fund Plan based on that information, provided that, no decision shall be taken or acted upon without prior consultation with the Health and Wellbeing Board where such decision could have an impact on the delivery of the health and care integration programme as set out in the Better Care Fund Plan;

3.2 review the operation of this Agreement and make variations where appropriate, subject to any implications that would have an impact on the health and care integration programme being reported to the Health and Wellbeing Board;

3.3 review and agree at least annually a financial risk assessment in relation to the Better Care Fund;

3.4 review at least annually the Performance Payment Arrangements and amend those as appropriate, subject to any implications that would have on the health and care integration programme and report any such implications to the Health and Wellbeing Board;

3.5 agree such protocols and guidance as it may consider necessary in order to enable each Pooled Fund Manager to approve expenditure from a Pooled Fund;

3.6 receive reports from and consider any recommendations from the Health and Wellbeing Board.

3.7 Approve, under direction from the Health and Wellbeing Board, any changes to funding for Individual Schemes, withholding of funding, use of underspends or contingency, cessation or variation to Individual Schemes.

3.8 Agree the share of any liabilities in relation to the termination of individual schemes or overall Better Care Fund.

3.9 Appoint the Pooled Fund Manager in accordance with Schedule 3 of this agreement.

3.10 The Partnership Board shall operate within the lines of accountability set out in Part 1 of Schedule 2 of this Agreement.

4. Partnership Board Support

4.1 The Partnership Board will be supported by officers from the Partners' organisations, as may be agreed by the Partners from time to time.

5. Meetings

5.1 The Partnership Board will meet at least quarterly unless otherwise agreed by the Partners; this will be to discuss the Quarterly forecast with the Pooled

Fund Manager. Meetings are likely to be following each Health and Wellbeing Board meeting.

5.2 The quorum for meetings of the Partnership Board shall be a minimum of two representatives from each of the Partner organisations. If a quorum is not present, the meeting shall be adjourned and reconvened as soon as possible. The Partners shall ensure that their respective representatives or their nominees are enabled to attend.

5.3 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.

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

6. Delegated Authority

6.1 The members of the Partnership Board are authorised as individuals within the limitation of the delegated authority granted to them by their respective Partner organisations (such delegation to be in accordance with the relevant Partner organisation's own financial scheme of delegation) to authorise commitments which exceed or are reasonably likely to exceed the agreed Financial Contributions of the Partners to the Pooled Fund.

7. Information and Reports

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

8. Post-termination

8.1 The Partnership Board may 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.

C. INTEGRATION EXECUTIVE

In relation to the Better Care Fund Plan, the principle objectives of the Integration Executive's role are to:

a) Quality assure business cases for individual developments including the strategic assumptions, models of care, evidence base, financial analysis and equality impact assessment
b) Provide advice and support to the Health and Wellbeing Board in relation to matters pertaining to the successful achievement of Better Care Fund outcomes

c) Lead the development and delivery of Business Cases for Individual Schemes to be approval by the Health and Wellbeing Board.

SCHEDULE 3– FINANCIAL AND RISK SHARING AGREEMENT

Introduction

The purpose of this document is to set out the financial framework under which the Pooled Fund shall operate and includes the following details:

- Management of the Pooled Fund
- Financial Contributions
- Allocation of Pooled Funds to Individual Schemes
- Eligible expenditure from Pooled Funds
- Financial systems for Individual Schemes
- Monitoring arrangements for Pooled Funds/Individual Schemes
- Dealing with Overspends
- Dealing with Underspends
- Establishing a Contingency Fund
- Budget setting for Individual Schemes
- Audit arrangements for the Pooled Fund
- VAT treatment of the Pooled Fund
- Performance risk within the Pooled Fund
- Charging policy from Pooled Funds

1. Management of the Pooled Fund

It has been agreed by the Partners that the Better Care Fund will be enabled by a Pooled Fund under Section 75 of the NHS Act 2006. The Council's s151 officer will be the manager of the Pooled Fund. In the absence of the Pooled Fund Manager, the Council's Deputy s151 officer shall have the authority to act as Pooled Fund Manager and shall be accountable to the Partnership Board. Any change to the identity of the Pooled Fund Manager will require the approval of the Partnership Board.

The Pooled Fund will, subject to the provisions of this Agreement, cover the cost of Individual Schemes and Services commissioned by the Council and the CCG. New Services, amendments to Services and the decommissioning of Services which are the subject of Individual Schemes shall only be permitted with the approval of the Partnership Board.

2. Financial Contributions

The minimum level of contributions to the Pooled Fund will be agreed annually through the Partnership Board in line with any national direction/requirements (e.g. minimum requirements from NHS England). Once agreed the minimum level of contribution shall not be changed without the agreement of the Partners.

The Financial Contributions of the Partners and funding sources for the Initial Term are as shown in the table in this paragraph 2.

TABLE 1 - 2015/16 Financial Contributions to Pooled Fund			
Funding stream	**CCG**	**Council**	**TOTAL**
Disabled Facilities Grants	0	£104,000	£104,000
Social Care Capital Grant	0	£76,000	£76,000
Clinical Commissioning Group Revenue Funding (1a & 1b)	£2,046,000	0	£2,046,000
Notified Better Care Fund Allocation and Total Value of Pooled Fund	**£2,046,000**	**£180,000**	**£2,226,000**
1a. Value of Performance Fund[1] included in CCG Revenue Funding.	£104,062		£104,062

Financial resources for 2016/17 and in subsequent years are to be agreed through the Partnership Board in line with any national direction and in accordance with the Budget Setting timetable set out in paragraph 10 of this Schedule.

Monies will be paid into a bank account which constitutes the Pooled Fund, and then extracted and spent in accordance with the requirements of the Individual Scheme. The Council will invoice Partners for their Financial Contribution on a Quarterly basis.

Parties may increase their level of Financial Contribution to the Pooled Fund with the agreement of the Partnership Board or by making Non-Recurrent Payments.

In the event of any disputes about management of the Pooled Fund, the dispute resolution procedure outlined at clause 23 of this Agreement will be followed.

The Partnership Board have agreed to establish a Contingency Fund to be retained relating to the Pay for Performance Fund and other identified financial risks in respect of the Pooled Fund.

3. Allocation of funds

On an annual basis, the Partners (with the agreement of the Health and Wellbeing Board) will determine the allocation of funding to Individual Schemes; criteria for allocating funding to an Individual Scheme is based on identified need through the completion of a business case and demonstrating a quantifiable impact against the Better Care Fund performance metrics. Partners should not assume that Individual Schemes funded in one year will be funded at all or at the same level in subsequent years. Should the Health and Wellbeing Board decide not to approve the funding of an Individual Scheme by the Partners, then any liabilities or costs associated with the continuation of the relevant Individual Scheme or its termination will be the liability of the Lead Partner or the Partners for Individual Schemes that are Jointly Commissioned, unless the Health and Wellbeing Board agrees that costs should be shared.

[1] Performance Fund monies may only be used to provide Health Services in the community. The performance fund of £104k is subject to change based on a review of baseline data (revised figure expected by April 2015)

Scheme Specifications (Schedule 1) set out potential liabilities for each Individual Scheme should that Individual Schemes be decommissioned.

4. Eligible expenditure

Each Individual Scheme has its own objectives and performance outcomes. Each Partner is expected to be able to demonstrate that expenditure drawn from the Pooled Fund is attributable to each Individual Scheme. It is expected that the majority of expenditure from the Pooled Fund will be the cost of commissioning the relevant Individual Scheme. Partners may draw down funds in respect of overheads incurred in relation to each Individual Scheme to a maximum of 15% of the overall Financial Contributions applicable to that Individual Scheme.

Capital expenditure shall not be incurred unless specifically set out in an Individual Scheme.

Management costs will not be financed from the Pooled Fund unless they are approved by the Partnership Board as being direct management costs associated with the delivery of particular Individual Schemes.

In the event that there are disputes about whether expenditure is eligible to be financed from the Pooled Fund, the Head of the Welland Internal Audit Consortium (the Council's internal audit team) will be asked to provide an independent report to the Fund Manager to determine whether expenditure is legitimate.

5. Financial systems

The Council will record all transactions from the Pooled Fund in its main accounting system. Any Partner receiving funds will be expected to maintain financial records of how funding has been spent against Individual Schemes. The co-ordination of this information will be arranged by the Council with all Partners continuing to maintain records and supply detail as required in order to assist with completion of Pooled Fund reports required to be delivered in accordance with the Agreement.

6. Monitoring arrangements

The Pooled Fund Manager will be responsible for the day-to-day management of the Pooled Fund and shall be accountable to the Partnership Board. Lead Officers will be responsible for managing financial performance in relation to Individual Schemes and shall report such performance to the Pooled Fund Manager.

The Council will produce a Quarterly finance report showing funding distributed; amounts spent against Individual Schemes and forecast spend in each Financial Year. Partners will be asked to report details of amounts spent against specific Individual Schemes and forecasts.

The content and frequency of Finance reports may be varied with the agreement of the Partnership Board.

Projected Underspends and Overspends will be reported to the Pooled Fund Manager and to the Partnership Board at the earliest opportunity, with reasons for their occurrence and options for the Partnership Board to consider.

7. Managing Overspends

Each Individual Scheme will be allocated a maximum budget (Financial Contribution) within which Partners must work (the maximum budget equates to the funding allocation set out in Part 1 Schedule 1 of this Agreement, and these figures mirror those set out in the Better Care Fund Plan). In the event that budgets are insufficient or budgets are overspent, Partners may request additional funding from the Partnership Board. Additional funding may be allocated from the Contingency Fund (if available) to be held in accordance with this Schedule or the Partners may agree to make Non-Recurrent Payments in order to increase their Financial Contributions to the Pooled Fund. In most cases, it is unlikely that additional funds will be made available so Partners incurring expenditure above budget for an Individual Scheme shall do so at their own risk.

In the case of no monies being available from the Contingency Fund, the Partnership Board may approach the Partners to request an increase in funding by way of the making of Non Recurrent Payments but any such additional funding shall be contributed at the discretion of the relevant Partner.

8. Managing Underspends

Partners may not use Underspends on one Individual Scheme to fund Overspends in another Individual Scheme without the approval of the Partnership Board.

Unspent monies cannot automatically be carried forward to fund the same Individual Scheme in future Financial Years. Unless otherwise agreed by the Partners, all Underspends will be retained in the Contingency Fund. Partners must request (from the Partnership Board) if increased Financial Contributions are required to finance an Individual Scheme in subsequent Financial Years.

9. Contingency Fund

There is no funding available to establish the Contingency Fund on the Commencement Date, however the Contingency Fund will be built up within the Pooled Fund over the Term through the collation of Underspends where possible or where the Partners agree to include additional Financial Contributions by making Non Recurrent Payments. Any draw down from the Contingency Fund or allocation of the Contingency Fund must be approved by the Partnership Board.

On termination of this Agreement, the balance credited to any Contingency Fund will be distributed between the Partners in proportion with Underspends made by those Partners under Individual Schemes to ensure that funds relating to one Party are not subsidising investments made by other Partners.

10. Budget Setting

The key annual budget setting deadlines to be adhered to in respect of Financial Contributions to be made and to support the budget setting processes of both Partners and continued health and social care integration are:

October	Review of Q2 performance and review of Better Care Fund priorities to inform priorities for subsequent years, including indicative view as to whether Individual Schemes will continue to be funded and at what level
November	Proposed Better Care Fund spending plan including any variations to existing plans to be discussed and agreed by the Partnership Board. Should a proposal be made for Individual Schemes to be decommissioned or not funded, Partners will be asked to quantify any associated liabilities to be discussed at the Partnership Board.
January	Better Care Fund Plans to Cabinet (Council) Better Care Fund Plans to CCG Board Better Care Fund Plan to Health and Wellbeing Board
February	Final Council approval Final CCG approval

The above timeline shows where actions will take place and recommendations on strategic development and investment from the Partnership Board will need to feed into the financial planning and processes of the CCGs and Council.

Each Partner will need to confirm the level of investment available for the Better Care Fund in each Financial Year.

11. Audit Arrangements

The Pooled Fund will be accounted for in accordance with the rules pertaining to local authority accounting as the Council is acting as Host Partner. The Pooled Fund will be subject to external audit as part of the Statement of Accounts of the Council. The Host Partner will provide any information required by the other Partner to allow it to fulfil its statutory accounting requirements.

There will be a requirement for an annual memorandum of Account to be produced by the Council in accordance with Section 75 of the NHS Act 2006. This will need to be incorporated into the Partner's final accounts and fit with individual final accounts timetables. The audit of the Memorandum of Account will be undertaken by the Council's external auditors.

The Council's internal auditors will be asked to 'audit' the spend against Individual Schemes.

12. Performance Risk

The Pay for Performance element of the Better Care Fund shall operate under the conditions / guidance issued by NHS England.

The Health and Wellbeing Board will jointly agree with the Partners (in line with the National Conditions) the level of performance required in any Financial Year along with the Better Care Fund funded Individual Schemes that will contribute to delivery of any Pay for Performance Fund metrics.

The Council and CCG have agreed to share the risk of the Pay for Performance Fund element. For example, where only 50% of the performance target is achieved, the Council and CCG would share the loss of 50% of funding equally (see table 1 in Schedule 3 Section 2 of this agreement for detail). For the avoidance of doubt, sharing of the risk of the Pay for Performance Fund shall not require the Partners to make any Non-Recurrent Payments to cover a resulting shortfall in the Financial Contributions unless otherwise agreed by the Partners.

The Pay for Performance Fund which is not available to contribute to the Pooled Fund as a result of non/reduced performance will be retained by the CCG to fund increased activity in the acute sector.

If actual performance exceeds the planned level of performance in a Financial Year, the value of the Pay for Performance Fund payment will be limited to the planned level of performance and the CCG will not be required to make any additional Financial Contribution.

Upon no, or under delivery against Pay for Performance Fund metrics, a proportion of the Contingency Fund (where available) may be released to fund Individual Schemes which are Overspent.

13. Charging Policy

The Agreement does not change existing policies whereby NHS services remain free at the point of delivery whilst the Council is required to charge for certain services and has discretion over others.

The Council will continue with its existing charging policies, but these may be amended as necessary, following the outcome of any reviews.

SCHEDULE 4– JOINT WORKING OBLIGATIONS

Where Lead Commissioning arrangements are in place in respect of an Individual Scheme, the provisions in Part 1 and Part 2 of this Schedule shall apply.

Where Lead Commissioning arrangements are not in place in respect of an Individual Scheme, the provisions in Part 3 of this Schedule shall apply.

Part 1 – LEAD COMMISSIONER OBLIGATIONS[13]

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;

[13] These are illustrative only of the sorts of things that the Partners may want to have reported, agreed etc. It is based on the NHS Standard Contract so will need to be amended to reflect the fact that Councils are likely to commission some services on their own contracts. The Partners need to consider/amend these and consider whether there are other restrictions or requirements that need to be imposed. Also consider if consent would be needed from all Partners or just relevant Partners (e.g. dependant on the type of services affected)

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 [JCB]) such approval not to be unreasonably withheld or delayed.

5 The Lead Commissioner shall advise the other Partners of any matter which has been referred for dispute and agree what (if any) matters will require the prior approval of one or more of the other Partners as part of that process.

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

7 The Lead Commissioner shall share copies of any reports submitted by the Service Provider to the Lead Commissioner pursuant to the Service Contract (including audit reports)

Part 2– OBLIGATIONS OF THE OTHER PARTNER[14]

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:

[14] These are illustrative only of the sorts of things that the Partners may want to have reported, agreed etc. The Partners need to consider/amend these and consider whether there are other restrictions or requirements that need to be imposed. Also consider if consent would be needed from all Partners or just relevant Partners (e.g. dependant on the type of services affected)

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.

PART 3: OBLIGATIONS OF THE PARTNERS (GENERAL)

4 Each Partner shall (at its own cost):

4.1 resolve disputes pursuant to a Service Contract to which it is a party;

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

4.3 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;

SCHEDULE 5 – PERFORMANCE ARRANGMENTS

The Partners recognise the need for a robust performance framework for delivery against the Better Care Fund Plan.

This performance framework will ensure that the Partners have visibility and assurance relating to local progress in delivering Better Care Fund priorities and the impact on national metrics and local Key Performance Indicators (KPIs). The framework will also provide assurance to any regional or national scrutiny.

Performance Framework

Reporting and monitoring of performance of Individual Schemes will be carried out in accordance with the performance dashboard attached as appendix 1.

The Council will be responsible for producing the performance dashboard liaising with Lead Officers across all organisations (both commissioners and providers of Services) to validate data as appropriate.

Performance will be reported to the Partnership Board and the Integration Executive on a Quarterly basis (as a minimum), or other frequency as agreed by the Partnership Board.

Performance reporting on Individual Schemes will include progress against nationally and locally prescribed metrics, namely:

- Reduction in permanent residential admissions.
- Increased effectiveness of reablement.
- Reduction in delayed transfers of care.
- Reduction non-elective admission to hospital.
- Patient / Service User experience.
- Prevention of injuries due to fall.
- Any other metrics arising through changing national conditions, or locally agreed by all parties.

Definitions used for measuring the impact against performance metrics will be agreed by the Partnership Board and reported to the Integration Executive.

Individual Schemes will have a Red, Amber, Green (RAG) risk rating against:

- Actual expenditure against the financial allocation in the Better Care Fund Plan.
- Progress against agreed milestones.
- Impact on metrics.

Definitions of the RAG ratings will be agreed by the Partners and included on the performance dashboard for transparency.

The performance dashboard will include commentary with headline information on an Individual Scheme by scheme basis along with exception commentary where ‘red’ risks have been highlighted.

Reporting will make reference to Overspending and Underspending in Individual Schemes and any financial implications linked to Pay for Performance Fund metrics to support the Partners in the decision making process and inform any remedial actions needed.

SCHEDULE 6 – BETTER CARE FUND PLAN

Available at: http://www.rutland.gov.uk/health_and_social_care/better_care_fund.aspx

SCHEDULE 7 – POLICY FOR THE MANAGEMENT OF CONFLICTS OF INTEREST

This Schedule outlines how conflicts of interest will be managed across the different structures that are involved in the workings of this Agreement.

Schedule 2 outlines the governance arrangements for this Agreement, the role of the Partnership Board and where decisions are to be made. Where decisions are made at the Health and Wellbeing Board level these will be subject to the provisions set out in this Schedule 7, where decisions are the responsibility of the Partners, these will be subject to their respective organisational constitutions.

Health and Wellbeing Board:
The Health and Wellbeing Board is a statutory committee of the Council; all councillors and co-opted members of Council committees are required to comply with a code of conduct. All non-councillor members of the Health and Wellbeing Board who are entitled to vote on any question that fails to be decided at any meeting of the board are 'co-opted members' for these purposes. This means that all voting members of the Health and Wellbeing Board are governed by the Council's code of conduct. Co-opted members of the Board will be provided with a copy of the Council's Code of Conduct as and when new members join the Health and Wellbeing Board they will be required to sign or the code of conduct is updated by the Council. The code of conduct for The Council sets out the conduct expected of members and co-opted members when they are acting in that capacity.

For the purpose of transparency and openness, "Declarations of Interest" is a standing item for each meeting of the Health and Wellbeing Board. At the beginning of each meeting all Health and Wellbeing Board members are expected to declare any interests, including pecuniary interests, in relation to the bodies on which they serve and in relation to potential conflicts of interest when certain matters are under discussion.

SCHEDULE 8 – INFORMATION GOVERNANCE PROTOCOL

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Schedule 8

The Partners agree that they will comply with the following terms in relation to the sharing of information in connection with the Agreement:

1. Purpose and Definitions

Purpose

1.1 The ISA will support the smooth running of the Pooled Fund arrangements in respect of the Services commissioned pursuant to the Agreement (as defined below) to which this ISA is a Schedule.

Specifically information is shared to achieve

- the efficient delivery of the Better Care Fund Plan
- effective performance monitoring of the Individual Schemes included with the Agreement
- an effective process for ensuring that services commissioned provide value for money and meet service user outcomes

1.2 The ISA will ensure the transfer of information in accordance with the Data Protection Act 1998 (DPA)

Definitions

1.3 In the ISA:

1.3.1 ELRCCG will be referred to as the CCG, and RCC will be referred to as the council, both parties together will be referred to as the Partners

1.3.2 **Agreement** means the Framework Partnership Agreement relating to the Commissioning of Health and Social Care Services to which the ISA is a Schedule

1.3.3 **Data** means all data generated, held, utilised or accessed by or on behalf of the Parties prior to the Commencement Date in respect of the Services including all data processed from time to time for the purpose of this Agreement. Data includes all personal and sensitive data as defined by the Data Protection Act.

1.3.4 **Records** means (i) all Data; and (ii) all files, records, documents, notebooks, books and accounts, statistics, surveys, blueprints,

designs, drawings and specifications including any such information recorded or stored in writing or upon magnetic tape or disc or otherwise recorded or stored for reproduction whether by mechanical or electronic means and whether or not such reproduction shall result in a permanent record being made which are held and used by the Partners prior to the Commencement Date of the Agreement in connection with the Agreement, and any Records which are created by the Partners in connection with the Agreement throughout its Term

1.3.5 **Other defined terms** where the context allows have the meanings given to them in the Agreement

2 Legal Basis

The information to be shared in accordance with the ISA is governed by section 75 of the NHS Act 2006 and the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 (SI 2000/617 as amended)

3. Duration

The ISA will apply for the duration of the Agreement and will expire automatically on termination or expiry of the Agreement

4. Extent and Type of Information to be shared

4.1 The Partners agree to share such information and data as is necessary to enable the efficient administration, audit and monitoring of the Pooled Fund and the Individual Schemes commissioned pursuant to the Agreement

4.2 Wherever possible information relating to expenditure from the Pooled Fund will be anonymised.

4.3 While it is envisaged that very little of the information shared in relation to the administration, audit and monitoring of the Pooled Fund will be personal or sensitive personal data as defined in the DPA, any such data shall be processed in accordance with the provisions of the DPA and the Freedom of Information Act 2000 (FOIA)

5 Information Sharing

5.1 All requests for information about the Pooled Fund from the CCG to the Council will be sent to the Pooled Fund Manager for the time being

5.2 Subject Access Request

5.2.1 Where a Subject Access Request under the Data Protection Act 1998 is made to any Partner in relation to the Agreement or services commissioned under it and one of the other Partners may hold additional and separate records relevant to the said Subject Access Request the receiving Partner

will inform the Service User of that and provide details on how the Service User might obtain those records.

5.3 Access to Records by the Partners

5.3.1 The Partners will provide to each other such copies of Data and Records relating to the Agreement which may reasonably be requested of the relevant Partner's Records Manager in order to facilitate:

- Audit
- Investigation of complaints
- Clinical Governance
- Investigation of care e.g. an inquiry

5.3.2 Copies of Data and/or Records will be transferred in an appropriately secure format and confirmation of receipt by the Records Manager of the receiving Partner will be provided to the Records Manager of the Partner providing the Data and/or Records.

5.3.3 Copies of Records or Data transferred under this clause 5.3 will be retained by the relevant Partner until the completion of the relevant process and then for the purposes of the Data Protection Act 1998 will be securely disposed of in accordance with the relevant Partner's destruction policy.

5.3.4 Records held by any of the Partners include

- Demographics
- Carer information
- Case recording
- Correspondence, reports
- Clinical notes
- Assessments and Care Plans
- Financial information on the Service User
- Legal documents including consents and agreements
- Service provision

6. How information may be used

6.1 The primary purpose for keeping personal records is to support the planning, delivery and continuation of care to a Service User. The Partners may use personal information from Records for different purposes for example:

- monitoring and protecting public health
- managing and planning Services;
- contracting for Services
- auditing accounts
- Assuring and improving the quality of care and treatment performance
- risk Management
- investigation of complaints and notified of potential legal claims

- monitoring performance, including internally and to the Government
- clinical governance
- investigation of care e.g. an Inquiry

6.2 Additional conditions need to be met for some uses of personal information e.g. research may require Research Ethics approval before Records may be collected. If any non-anonymised Records that have been collected and supplied by a Partner are to be used for research by another Partner then the Caldicott Guardian of the Partner who has supplied the information must provide written consent. The only exemption to this is where a specific data exchange agreement or other agreement has been signed for this purpose.

6.3 Information will be shared with Service Providers in the private, voluntary and state sectors in accordance with the terms of Agreement and the provisions of the Scheme Specifications made under it to the extent necessary to be able to procure the Individual Services included in the Better Care Fund Plan including:

- Basic demographics
- Any details required enabling the Service Provider to undertake appropriate risk assessments, including health and medical information.
- Care Plans
- Commissioning requirements
- Carer arrangement and demographics
- Risks Assessments and Risk factors

6.4 Confidential personal information must only be used for the purposes specified at the time of disclosure and it is a condition of access that it must not be used for any purpose without meeting the requirements of the Data Protection Act 1998. Information provided by any Partner to any other Partner for specific purposes, must not be provided to a third party or used for a different purpose unless in accordance of the requirements of the Data Protection Act 1998.

7. Appropriate Security Levels

7.1 The Partners warrant that each have the minimum standards of security in place to safeguard the information relating to for example:

- Storage
- How data will be transferred
- Secure destruction
- Accessibility
- Integrity
- Availability

7.2 Data which is personal data or sensitive person data as defined in the DPA will be accessed and transferred electronically using a secured private network or link ("the Link") between the CCG and the Council.

7.3 Where loss of communications via the Link occurs due to virus infection or network failures by any of the Partner's systems or failure of the Link itself resulting in loss of Service, the technical network support staff of the relevant Partner will endeavour to resolve the problem and keep the other Partners informed of progress of recovery.

7.4 Security and robustness of the Link and virus control procedures will be managed in line with the CCGs standards and will be confirmed by the Leicestershire Health Informatics Service (LHIS) Network Manager on behalf of the CCGs.

7.5 Each Partner will maintain personal data, sensitive personal data or confidential information received, in strictest confidence. Unless specifically stated in the conditions of release, the Partners will not share such data with any other organisation or agency unless required to do so by law.

7.6 Each Partner will ensure that their members of staff are informed that they have an obligation to request proof of identity from recipient members of staff of another Partner before confidential personal information is passed on.

7.7 Each Partner will ensure that their members of staff are informed that they are personally responsible for taking precautions to ensure the security of confidential personal information whilst it is in their possession and when it is being transferred from one person or organisation to another.

7.8 Recommended procedures to be followed by the Partners to ensure the safe transfer of information:

- Envelopes should be securely sealed, clearly addressed to a known contact and marked 'confidential' and 'addressee only'. A return to sender address should also be marked on the envelope.

- Telephone validation, or 'call back' procedures should be followed before disclosing information to someone not known to a Party to confirm their identity and authorisation. Fax transfer is not safe and should be avoided wherever possible. Where it is necessary 'Safe Haven' procedures should be followed.

- Data held on any removable electronic storage device or disk should be password protected and the physical security of the electronic storage device or disk should be protected i.e. kept under lock and key.

- Confidential information relating to a Service User must not be transmitted via the Internet or via e-mail unless a specific separate data exchange agreement is in place.

8. Breach of Confidentiality

8.1 The objective of reporting security incidents and weaknesses is to minimise damage from security incidents and, by learning from such incidents, reduce the risk that they will happen again. Breaches of security (including any breach of confidentiality) will be reported in line with existing security incident procedures. Security incidents at the Clinical Commissioning Group are reported to the Health Informatics Service Helpdesk (and in some circumstances to the line manager), and escalated to the Information Management & Technology Lead or a deputy and to East Midlands Internal Audit Services where appropriate.

8.2 Within the Council all staff have a responsibility to report immediately any security incident or weakness they observe to their manager. Staff should not try to deal with any such incidents personally. All managers have a responsibility to take immediate and appropriate action to respond to all security reports they receive from staff. If the investigation of a security incident or weakness results in the possibility of disciplinary action against an employee then the Council's Human Resources Department must be consulted before any action is progressed. If necessary, the Council's Head of Corporate Governance should be contacted for advice.

8.3 Any breaches or issues concerning the ISA by the Partners or a third party organisation processing data on their behalf must be reported to all relevant Partners as described above:

- CCG Contact –Caldicott Guardian
- Council Contact – Caldicott Guardian

8.4 Both requesting and providing Partners must carry out a full investigation of any breach of this ISA, with the assistance of an independent agency if required.

8.5 Once the investigations have been concluded then a Risks and Resolution Meeting must be held, attended by the Caldicott Guardians or their nominated representatives from the affected Parties.

8.6 Priority 1 incidents (ref. LHIS Security Incident Procedures) reported within the CCGs should be brought to the attention of the Head of IT.

8.7 All Staff within the Council are bound by the Council's policies and procedures, specifically the ICT Security and Information policies and procedures.

9. Indemnity obligations of each Partner

Each Partner is required to indemnify the other Partner against all costs, expenses and claims arising out of any breach of this ISA and in particular, but

without limitation, the unauthorized or unlawful access, loss, theft, use, destruction or disclosure by the offending Partner or its sub-contractors, employees, agents or any other person within the control of the offending Partner of any information obtained in connection with this ISA

10. Release of Third Party Information

Information provided by one agency must not be given to another agency or used for a different purpose without informing and obtaining the consent of the original provider unless an exemption under the DPA applies or unless specifically authorised under this or another agreement.

11 Standards for Information Use

11.1 The Partners agree to ensure that there is an adequate support facility available to members of their staff involved in the provision of the Services. This includes the following as a minimum:

- Appropriate training on the Data Protection Act 1998
- Appropriate training on Information Sharing
- Training of all staff in permissible use of NHS Number
- A named designated post who can offer advice and guidance in Data Protection Law and Information Security
- Access to relevant support within another Partner's organisation for any system issues/problems
- Training in use of information systems by the Partner providing that system for recording data relating to Service Users
- Records of training will be made available to each Partner on request.

11.2 Monitoring, implementation and distribution of this ISA will be carried out by the relevant Partner's operational management team.

11.3 The ISA is not exempt under the Freedom of Information Act 2000.

12. Appropriate Signatories

12.1 The lead for each Partner for the ISA is the relevant Caldicott Guardian of:

- East Leicestershire and Rutland CCG
- Rutland County Council

12.2 Each Partner's Caldicott Guardian will be responsible for:

- The implementation of the ISA within their respective organisation.
- Ensuring compliance to the standards within the ISA.
- Ensuring mechanisms are in place to monitor the operation of the ISA.
- Authorising access levels to personal information covered by the ISA.
- Providing advice and guidance on adherence to the ISA.
- Acting as a point of contact for other Partners or organisations affected by the ISA.

- Ensuring incidents are investigated and appropriate action is taken.
- Agreeing amendments to the ISA

12.3 The role of Records Manager for each Partner is assigned to the following post holders:

- East Leicestershire & Rutland CCG's Team Manager (Information Governance)
- Rutland County Council's Head of Corporate Governance

12.4 The role of Information Governance lead for each Partner is assigned to the following post holders:

- East Leicestershire and Rutland CCG
- Rutland County Council's Head of Corporate Governance

13. Review of the ISA

13.1 The ISA will be reviewed annually, on or within two weeks of the anniversary of the Commencement Date of the Agreement unless legislative or organisational changes necessitate a prior review.

13.2 The ISA may be reviewed at any time at the request of any of the Partners' Caldicott Guardians.

14 Suspension of this Information Sharing Agreement

14.1 Any Partner may suspend this ISA for 45 days if security has been seriously breached. Notification of suspension should be given in writing to the other Partners and should provide reasons for the suspension, plus evidence of any incidents prompting the decision to suspend.

14.2 Any suspension will be subject to a Risk Assessment and Resolution meeting, the panel of which will be made up of nominated representatives of the Parties. The meeting is to take place within 14 days of any suspension.

15 Termination of the ISA

15.1 The ISA can only be terminated during the period when the Agreement is in place with the agreement of all the Partners and always provided that suitable alternative information sharing arrangements are put into place for the duration of the Agreement prior to the ISA being terminated.

15.2 Termination of the ISA shall be without prejudice to the rights and remedies of the Partners accrued before such termination and nothing in the ISA or the Agreement shall prejudice the right of any Partner to recover any amount outstanding as at the date of such termination

16 How will we share and keep information secure?

Sharing & Destruction Methods	Security Requirements
Organisation Data Network (e.g. internal email)	Recommend passwording attachments for sensitive personal data in case it is sent to wrong email address. No personal data in subject title, or sensitive personal data in body of email. Use of GCSx network where available. Recommend turning off autofill of address field.
Email between Partners	Passwording attachments for sensitive personal data in case it is sent to wrong email address. No personal data in subject title, or sensitive personal data in body of email To/from Police: Restricted or sensitive personal data only to emails using PNN, GSI, CJSM or MOD secure addressing conventions or via GCSx and PSN connections. To/From NHS: Secure transfer as agreed with health Partners (currently under discussion county-wide due to new health arrangements - To be updated when agreed).
Laptops, removable media, USB, etc	Must be owned by the employer and encrypted. No personal information from any of the organisations in this ISA is to be loaded to personally owned removable media.
Electronic storage of information	Has the application where it will be stored been pen tested? In other words, could someone hack into it? Check with your IT department. How will access to the information be restricted. Please say how this will be done Is there an audit trail which will show who has accessed a record.

Sharing & Destruction Methods	Security Requirements
Vetting/clearance of staff	Have the staff who will receive and access the information been vetted.
Internal and public telephone network	May be used.
Mobile telephone (voice and text)	Digital cell phones may be used. Only use analogue cell phones if operationally urgent, use guarded speech and keep conversation brief.
Fax	Note faxes are legacy technology and are NOT to be used unless there is no alternative. If no alternative, check recipient is on hand to receive. Send cover sheet first and wait for confirmation before sending.
Storage of papers	Protected by one barrier, e.g. a locked container within a secure building/room. Locked filing cabinet for storage if home working.
Disposal of papers	Use secure waste sacks if organisation has system in place and make sure they are secure when left unattended or collected for destruction. Shred personal information if it is very sensitive.
Disposal of magnetic media	All types of discs and other storage devices – dismantle and destroy by disintegrating, pulverising, melting or shredding then dispose with normal waste/recycling following destruction.
Movement within organisation via internal mail	In a sealed envelope with protective marking shown.
Movement between Partner agencies	By post or courier in a sealed envelope.
Movement between workplace and home / mobile office	On encrypted memory stick or lockable briefcase. Locked filing cabinet for storage if home working.

* If organisations do not find it possible to apply the appropriate security this should be discussed with the originator.

Appendix 1 – Performance Dashboard for reporting performance

RAG status guidelines:

Dimension	**RAG status**	**Guidelines**			**Notes**	
Plan progress	Red	There are action plan milestones delayed more than 30 days / BP delayed			Exception commentary must be provided	
	Amber	There are minor delays in the action plan milestones of up to 30 days			Exception commentary must be provided	
	Green	Action plan development and/or milestones are on target			Add any appropriate headline commentary - e.g. important milestones met etc.	
BCF Metrics	**Target 15/16**	**Current Data**	**RAG**	**Direction of Travel**	**Commentary**	
METRIC 1: Permanent admissions of older people (aged 65 and over) to residential and nursing care homes, per 100,000 population						
METRIC 2: Proportion of older people (65 and over) who were still at home 91 days after discharge from hospital into reablement / rehabilitation services						
METRIC 3: Delayed transfers of care from hospital per 100,000 population (average per month)						
METRIC 4: Total emergency admissions into hospital, per 100,000 population						
METRIC 5: Patient / service user experience						
METRIC 6: Injuries due to falls in people aged 65 and over						
Scheme		**Theme Lead**	**Primary BCF metrics**	**Planned expenditure**	**Action Plan RAG status**	**Highlight Reporting Commentary**