

BETTER CARE FUND SCHEDULE

POOLED FUND - FINANCIAL YEAR 2015/16

HOST PARTY: THE COUNCIL

Background:

1. The Better Care Fund has been established by the Government to provide funds to local areas to support the integration of health and social care and to seek to achieve the National Conditions and Local Objectives (as defined in Part D of this Schedule below). It is a requirement of the Better Care Fund that the CCG and the Council establish a pooled fund for this purpose, to be effective on and from 1 April 2015.
2. The purpose of this Schedule is to create the Pooled Fund (as defined in Part D of this Schedule below) and to set out the overarching terms on which the Parties have agreed to collaborate.
3. Extensive engagement and consultation on the Better Care Plan, including the key points set out in this Schedule, have been carried out with all those persons likely to be affected by the arrangements (patients, service users, the general public, service providers, NHS Trusts, NHS Foundation Trusts, primary care providers, social care providers, voluntary and community sector providers and acute providers) as set out in Section 8 of the Better Care Plan.
4. The Parties are entering into this Schedule in exercise of the powers referred to in Section 75 of the 2006 Act, to the extent that exercise of these powers is required for this Schedule.

PART A – GENERAL								
BCF Schedule Term: Financial Year 2015/16	BCF Schedule Commencement Date: 1 st April 2015	BCF Schedule End Date: 31 st March 2016						
Total Value of Pooled Fund: As set out in the Better Care Plan: £31.915m	Contributions to the Pooled Fund: As more particularly set out in the Better Care Plan Template Part 2 spreadsheet, Tab 1 (HWB Funding Sources). In summary, the agreed Annual Financial Contributions are: <table border="1"><tr><td>NHS</td><td>£27.073</td></tr><tr><td>Council</td><td>£4.842</td></tr><tr><td>TOTAL</td><td>£31.915m</td></tr></table>		NHS	£27.073	Council	£4.842	TOTAL	£31.915m
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CCG Lead Representative: [INSERT] NHS Wiltshire CCG Direct Line: 01380 [INSERT] Mobile: [INSERT] Email: [INSERT]@nhs.net	Council Lead Representative: [INSERT] Wiltshire Council Direct Line: 01225 [INSERT] Mobile: [INSERT] Email: [INSERT]@wiltshire.gov.uk							

PART B – POOLED FUND DETAILS

- 1.1 In exercise of their respective powers under Section 75 of the 2006 Act, the Parties have agreed to establish and maintain the Pooled Fund.
- 1.2 The Pooled Fund shall be managed and maintained in accordance with the terms of this Schedule.
- 1.3 The Parties have agreed the outcomes expected from the Pooled Fund for 2015-16 within the Better Care Plan.
- 1.4 The Pooled Fund will cover Services commissioned within the Workstreams. The detail of each Workstream will be set out in Service Schedules which will form sub-schedules to this Schedule. The Service Schedules will set out the commissioning arrangements within each Workstream.
- 1.5 The objectives of the Parties in entering in to this Schedule are to:
 - 1.5.1 improve the quality and efficiency of the Services provided within each Workstream;
 - 1.5.2 meet the National Conditions and Local Objectives; and
 - 1.5.3 make more effective use of resources through the establishment and maintenance of the Pooled Fund.

PART C – FINANCIAL ARRANGEMENTS

- 1.1 As Host Party, the Council shall be responsible for:
 - 1.1.1 holding all monies contributed to the Pooled Fund on behalf of itself and the CCG;
 - 1.1.2 providing the financial administrative systems for the Pooled Fund;
 - 1.1.3 appointing the Pool Manager; and
 - 1.1.4 ensuring that the Pool Manager complies with its obligations under this Schedule.
- 1.2 The Pool Manager shall be:

Maggie Rae – Corporate Director

Wiltshire Council

Direct Line: 01225 718338

Mobile: 07788 718858

Email: Maggie.Rae@wiltshire.gov.uk
- 1.3 The Pool Manager shall have the following duties and responsibilities:
 - 1.3.1 the day to day operation and management of the Pooled Fund in accordance with Clause 33 of the Main Agreement;

- 1.3.2 ensuring that all expenditure from the Pooled Fund is in accordance with the provisions of this Schedule and the relevant Service Schedules;
 - 1.3.3 maintaining an overview of all joint financial issues affecting the Parties in relation to the Services within each Workstream and the Pooled Fund;
 - 1.3.4 ensuring that full and proper records for accounting purposes are kept in respect of the Pooled Fund;
 - 1.3.5 subject to receipt of all necessary information in accordance with paragraph 1.4 of this Part, reporting to the Parties, the Joint Commissioning Board and Health and Wellbeing Board, in accordance with the agreed reporting structure set out in the Better Care Plan and to enable each Party to comply with its statutory duties relating to the Pooled Fund;
 - 1.3.6 ensuring action is taken to manage any projected under or overspends relating to the Pooled Fund in accordance with this Schedule.
- 1.4 The Parties shall provide all necessary information to the Pool Manager in time for the reporting requirements to be met.
- 1.5 It is agreed that the monies held in the Pooled Fund may only be expended on the following:
- 1.5.1 any sum payable to a Contractor under Contract Arrangements as consideration for the provision of Services commissioned within the Workstreams, provided that such Contract Arrangements comply with the requirements of clause 17 of the Main Agreement. For the avoidance of doubt, this does not include any sum payable to the Contractor as a consequence of any act or omission of either Party or any third party, including as a consequence of breach of the Contract Arrangements;
 - 1.5.2 for any Services provided within the Workstreams where the Council is the provider, the budget that the Parties have set in relation to those Services;
 - 1.5.3 for any Services commissioned within the Workstreams where a Party has agreed with a Contractor that a performance payment arrangement shall apply, any sum over and above the relevant contract price which is properly payable to the Contractor in accordance with that arrangement;
 - 1.5.4 all such third party costs (including legal and other professional fees) as a Party reasonably and properly incurs in the proper performance of its obligations under this Schedule and as agreed by the Joint Commissioning Board; and
 - 1.5.5 all such additional expenditure as a Party reasonably and properly incurs in the proper performance of its obligations under this Schedule and as agreed by the Joint Commissioning Board,
- (together the "**Permitted Expenditure**").
- 1.6 The Parties may only depart from the definition of Permitted Expenditure to include or exclude other revenue expenditure with the express written agreement of each Party, provided that where the proper performance of any obligation of a Party under this Schedule incurs a reasonable cost which is excluded from the definition of Permitted Expenditure, then that Party is under no obligation to incur such costs.
- 1.7 The Health and Wellbeing Board will be responsible for approving virements between Workstreams as set out in Section 5 of the Better Care Plan (Risks and Contingency, Financial Governance arrangements for the Better Care Plan: Managing Financial

Performance).

- 1.8 The Parties have agreed risk sharing arrangements as set out in Section 5 of the Better Care Plan (Risks and Contingency), which provide for financial risks arising within the commissioning of services from the Pooled Fund and the financial risk to the Pooled Fund arising from the payment for performance element of the Better Care Fund. Subject to this, the Council shall manage expenditure from the Pooled Fund within the Annual Financial Contributions and shall ensure that the expenditure is limited to Permitted Expenditure.
- 1.9 In the event that the Pool Manager identifies an actual or projected overspend the Pool Manager must ensure that the Parties and the Joint Commissioning Board are informed as soon as reasonably possible.
- 1.10 The Council shall not be in breach of its obligations under this Schedule if an overspend occurs provided that the only expenditure from the Pooled Fund has been in accordance with Permitted Expenditure and it has informed the CCG and the Joint Commissioning Board of the overspend as above.
- 1.11 Overspends and underspends shall be dealt with in accordance with the terms of the Main Agreement and Section 5 of the Better Care Plan (Risks and Contingency), and where there is any conflict between the terms of the Main Agreement and the provisions of the Better Care Plan, the Better Care Plan shall take precedence.
- 1.12 The Parties shall promote a culture of probity and sound financial discipline and control. The Council as Host Party shall arrange for the audit of the accounts of the 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.
- 1.13 All internal and external auditors and all other persons authorised by the Parties will be given the right of access by them to any document, information or explanation they require from any employee or member of the Party 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 Schedule. Access may be at any time without notice, provided there is good cause for access without notice.

Payment Terms:

- 1.14 The NHS Annual Financial Contribution will be transferred into the Council's Nominated Account in accordance with a schedule to be drawn up by the Council and agreed by the Parties, provided that in the event that no such schedule is agreed the CCG shall pay monthly instalments of at least one twelfth of the NHS Annual Financial Contribution via BACS into the Council's Nominated Account throughout the Term of this Schedule.

Procedure for variation of the Annual Financial Contributions of each of the Parties set out in Part A above:

- 1.15 Variation of the Annual Financial Contributions must be approved by the Health and Wellbeing Board in accordance with the Financial Governance Arrangements set out in Section 5 of the Better Care Plan.

PART D – SCHEDULE SPECIFIC TERMS

Additional Terms & Conditions Specific to this Schedule:

- 1.1 In this Schedule, in addition to the defined terms in the Main Agreement, the following words,

terms and expressions shall have the following meanings:

Annual Financial Contributions has the meaning given in Part A of this Schedule.

Better Care Fund shall mean 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 Parties.

Better Care Plan shall mean the Wiltshire Better Care Fund Plan jointly agreed by the Parties, approved by the Health and Wellbeing Board and submitted on 29 August 2014, a copy of which is annexed to this Schedule.

Local Objectives mean the local objectives for the Better Care Fund as set out in the Better Care Plan.

National Conditions mean the national conditions as set out in the NHS England Planning Guidance and further described in Part 7 of the Better Care Plan, as amended or replaced from time to time.

Permitted Expenditure has the meaning given in paragraph 1.5 of Part C of this Schedule.

Pooled Fund shall mean the total contributions of the Parties set out in Part A of this Schedule, to be held and managed by the Council in accordance with this Schedule.

Pool Manager has the meaning given in paragraph 1.2 of Part C of this Schedule.

Workstream means one of the seven Better Care Fund Schemes set out in Annex 1 to the Better Care Plan.

General

1.2 Each Party shall use reasonable endeavours to ensure that any change to the Lead Representatives is promptly communicated to the other Party.

Non-financial contributions to be provided by each Party:

1.3 The Service Schedules shall set out the agreed non-financial contributions of each Party including staff, premises, IT support and other non-financial resources necessary to perform its obligations under the Agreement (including, but not limited to, management of service contracts).

Governance

1.4 The Parties shall follow the governance arrangements for the Pooled Fund as agreed in the Better Care Plan, including:

1.4.1 strategic oversight by the Health and Wellbeing Board;

1.4.2 role of the Joint Commissioning Board; and

1.4.3 role of the Better Care Fund Programme Governance Group, a subcommittee of the Joint Commissioning Board.

Pooled Fund specific monitoring arrangements (in addition to those stated in Clause 58 and Appendix 7):

- 1.5 The monitoring arrangements will be as set out in Appendix 7 of the Main Agreement and supplemented by the Better Care Plan, and where there is any conflict between the terms of the Main Agreement and the provisions of the Better Care Plan, the Better Care Plan shall take precedence.
- 1.6 Outcomes will be monitored in accordance with the agreed methods set out in the Better Care Plan, using the JCB Performance Dashboard and reporting to the Joint Commissioning Board at each meeting.
- 1.7 Use of funds will be monitored against the Better Care Plan metrics detailed on Tab 7 of the Better Care Plan Template Part 2 spreadsheet. Monitoring will be reported to the Joint Commissioning Board at each meeting.

Schedule specific approval process in relation to any variations (to be read in conjunction with Appendix 3 of the Main Agreement):

- 1.8 This Schedule may only be varied in writing signed by both Parties and with the prior agreement of the Health and Wellbeing Board.

Schedule specific termination and exit arrangements in addition to Clauses 41 and 42 of the Main Agreement (including any repayment provisions permitted under relevant Legislation):

- 1.9 This Schedule may not be terminated by either party, save with the prior agreement of the Health and Wellbeing Board.

PART E – EXECUTION

<p>Constitutional Authority for entering into these arrangements - NHS:</p> <p>The Health and Wellbeing Board approved the content of this Schedule on 26 March 2015 (minute [INSERT]).</p>	<p>Constitutional Authority for entering into these arrangements - Council:</p> <p>On 17 March 2015 (minute [INSERT]), the Council’s Cabinet delegated authority to Maggie Rae, Corporate Director to enter into this Schedule.</p> <p>The Health and Wellbeing Board approved the content of this Schedule on 26 March 2015 (minute [INSERT]).</p>
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SIGNED by _____

Duly authorised for and on behalf of **NHS WILTSHIRE CLINICAL COMMISSIONING GROUP** Date: _____

SIGNED by _____

Duly authorised for and on behalf of **WILTSHIRE COUNCIL** Date: _____

BETTER CARE FUND SCHEDULE ANNEX 1

BETTER CARE PLAN