

**Dated** \_\_\_\_\_ **2015**

**BLACKPOOL BOROUGH COUNCIL**  
**and**  
**NHS BLACKPOOL CLINICAL COMMISSIONING GROUP**

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

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**THIS AGREEMENT** is made on                    day of

2015

## **PARTIES**

- (1) **THE BLACKPOOL BOROUGH COUNCIL** of PO Box 11, Town Hall, Blackpool, FY1 1NB(the "Council")
- (2) **NHS BLACKPOOL CLINICAL COMMISSIONING GROUP** of The Stadium, Seasiders Way, Blackpool, FY1 6XJ(the "CCG")

## **BACKGROUND AND INTRODUCTION**

- (A) The Council has responsibility for commissioning and/or providing social care services on behalf of the population of the borough of Blackpool.
- (B) The CCG has the responsibility for commissioning health services pursuant to the 2006 Act in the borough of Blackpool.
- (C) The Better Care Fund has been established by the Government to provide funds to local areas to support the integration of health and social care and to seek to achieve the National Conditions and Local Objectives. It is a requirement of the Better Care Fund that the CCG and the Council establish a pooled fund for this purpose.
- (D) Section 75 of the 2006 Act gives powers to local authorities and clinical commissioning groups to establish and maintain pooled funds out of which payment may be made towards expenditure incurred in the exercise of prescribed local authority functions and prescribed NHS functions.
- (E) The purpose of this Agreement is to set out the terms on which the Partners have agreed to collaborate and to establish a framework through which the Partners can secure the future position of health and social care services through lead or joint commissioning arrangements and Other Arrangements. It is also a means through which the Partners will pool funds and align budgets as agreed between the Partners.
- (F) The aims and benefits of the Partners in entering in to this Agreement are to:
  - a) improve the quality and efficiency of the Services;
  - b) meet the National Conditions and Local Objectives of the Better Care Fund;
  - c) make more effective use of resources through the establishment and maintenance of a pooled fund for expenditure on the Services;
  - d) work together towards achieving the vision for health and care services in Blackpool; and
  - e) utilise the benefits of the flexibilities available to the Partners pursuant to Section 75 of the 2006 Act.
- (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.
- (I) The Partners are committed to continuing to work together towards the further pooling of resources to deliver integrated services, and this agreement may be extended by the addition of new Individual Schemes to enable integration to be delivered across a wider range of services.

## 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.

**Aims and Outcomes** are the objectives of the Partners, setting out how the Partnership Arrangements are likely to lead to an improvement in the way the Functions are exercised.

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

**Annual Development Plan** has the meaning set out in Clause 10.

**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 Payment for Performance** means the amount payable by NHS England relating to the achievement of performance targets for non-elective admissions to hospital.

**Better Care Fund Plan** means the plan submitted by the Health and Wellbeing Board to NHS England in September 2014 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 and such other legislation as may be issued from time to time as relevant to such duties.

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

**Commencement Date** means 00:01 hrs on 1 April 2015.

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

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

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

**Default Liability** means any sum which is agreed or determined by Law or in accordance with the terms of a Service 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 Service 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 Service Contract, liable to the Provider.

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

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

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

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

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

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

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

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

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

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

**Individual Scheme** means one of the schemes which is agreed by the Partners to be included within this Agreement using the powers under Section 75 as documented in the Schedule of Schemes and as added from time to time with the agreement of both Partners and the Strategic Commissioning Group.

**Initial Term:** means the period commencing on the Commencement Date and ending on the first anniversary of the Commencement Date.

**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 ways of working.

**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.

**Joint Working Obligations** means the respective obligations on the Lead Commissioner and the other Partner under Lead Commissioning Arrangements as set out in Schedule 4.

**Law** means:

- (d) any statute or proclamation or any delegated or subordinate legislation;
- (e) any enforceable community right within the meaning of Section 2(1) European Communities Act 1972;
- (f) 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
- (g) 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 Scheme under a Service Contract.

**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 relating to the Better Care Fund 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 Schedule of Schemes.

**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 11.4

**Other Arrangements** means other initiatives, schemes, plans and arrangements which improve health and well-being in accordance with this Agreement.

**Overspend** means any expenditure from an Individual Scheme in a Financial Year which exceeds the Financial Contributions for that Financial Year.

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

**Partnership Arrangements** means the arrangements made between the Partners under this Agreement.

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

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

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

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

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

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

**Pooled Fund Manager** means such officer of the Host Partner which includes a Section 113 Officer for the relevant Pooled Fund established under an Individual Scheme as is nominated by the Host Partner from time to time to manage the Pooled Fund in accordance with Clause 11.

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

**Schedule of Schemes** means the list of Individual Schemes covered by this Agreement as detailed in Schedule 1 Part 1.

**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 Service Contract.

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

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

**SOSH** means the Secretary of State for Health.

**Strategic Commissioning Group** means the group established pursuant to paragraph 10.(2) of the Regulations, whose terms of reference are set out in Schedule 2, to provide leadership and accountability for the delivery of integrated commissioning and care across Blackpool and responsibility for review of performance and the overseeing of this Agreement.

**Term** means the period of the Initial Term as may be varied by:

- (a) any extensions to this Agreement that are agreed under clause 2; or
- (b) the earlier termination of this Agreement in accordance with its terms.

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

**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 and 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 continue for the Term.
- 2.2 The duration of the arrangements for each Individual Scheme shall be as set out in the relevant Service Contract.
- 2.3 The Partners may extend this Agreement for a period on varied terms as they agree, beyond the Initial Term, subject to approval of the Partners' boards.

## **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 rights and powers, duties and obligations of the Partners in the exercise of their functions as public bodies or in any other capacity; 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
- 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 Service Contract.

## **4 PARTNERSHIP FLEXIBILITIES**

- 4.1 This Agreement sets out the mechanism through which the Partners will work together to establish one or more of the following:
- 4.1.1 Lead Commissioning Arrangements;
  - 4.1.2 Integrated Commissioning;
  - 4.1.3 Joint (Aligned) Commissioning;
  - 4.1.4 the establishment of one or more Pooled Funds.

in relation to Individual Schemes (the "Flexibilities")

- 4.2 The Council delegates where required under an Individual Scheme 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 where required under an Individual Scheme 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 Individual Scheme and the Partners shall agree arrangements designed to achieve the greatest degree of delegation to the other Partner necessary for the purposes of this Agreement which is consistent with the statutory constraints.
- 4.5 Other Arrangements or additional services may be brought within the scope of this Agreement during the Term by agreement between the Partners.

## **5 FUNCTIONS**

- 5.1 The purpose of this Agreement is to establish a framework through which the Partners can secure the provision of health and social care services in accordance with the terms of this Agreement.
- 5.2 This Agreement shall include such Functions as shall be agreed from time to time by the Partners.
- 5.3 Where the Partners add a new Individual Scheme to this Agreement a Service Contract shall be entered into in accordance with this Agreement.
- 5.4 The Partners shall not enter into a Service Contract in respect of an Individual Scheme unless they are satisfied that the Individual Scheme in question will improve health and well-being in accordance with this Agreement.
- 5.5 The introduction of any Individual Scheme will be subject to business case approval by the Strategic Commissioning Group, which must also be agreed by the Partners.
- 5.6 In addition to introducing a new Individual Scheme the Partners may agree from time to time to introduce Other Arrangements.
- 5.7 The introduction of any Other Arrangements will be subject to all relevant considerations by the Strategic Commissioning Board and recommendations of the Health and Wellbeing Board.

## **6 COMMISSIONING ARRANGEMENTS**

### Integrated Commissioning

- 6.1 Where there are Integrated Commissioning arrangements in respect of an Individual Scheme, both Partners shall work in cooperation and shall endeavour to ensure that the NHS Functions and Health Related Functions are commissioned with all due skill, care and attention.
- 6.2 Both Partners shall be responsible for compliance with and making payments of all sums due to a Provider pursuant to the terms of each Service Contract.
- 6.3 Both Partners shall work in cooperation and endeavour to ensure that the relevant Services as set out in the Schedule of Schemes are commissioned within each Partner's Financial Contribution in respect of that particular Service in each Financial Year.
- 6.4 The Partners shall comply with the arrangements in respect of the Joint (Aligned) Commissioning as set out in the relevant Service Contract.
- 6.5 Each Partner shall keep the other Partners and Strategic Commissioning Group regularly informed of the effectiveness of the arrangements including the Better Care Fund, Other Arrangements and any Overspend or Underspend in a Pooled Fund or Non Pooled Fund.

- 6.6 The Strategic Commissioning Group will report back to the Health and Wellbeing Board as required by its Terms of Reference and also the Partners.

#### Appointment of a Lead Commissioner

- 6.7 Where there are Lead Commissioning Arrangements in respect of an Individual Scheme the Lead Commissioner shall:
- 6.7.1 exercise the NHS Functions in conjunction with the Health Related Functions as identified in the relevant Service Contract;
  - 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 Service Contract;
  - 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 Service Contract.
  - 6.7.9 keep the other Partner and the Strategic Commissioning Group 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.
  - 6.7.10 comply with Part 1 of the Joint Working Obligations.
- 6.8 The Other Partner shall comply with Part 2 of the Joint Working Obligations.

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

- 7.1 In exercise of their respective powers under Section 75 of the 2006 Act, the Partners have agreed to establish and maintain such pooled funds for expenditure as set out in the Schedule of Schemes.
- 7.2 Each Pooled Fund shall be managed and maintained in accordance with the terms of this Agreement.
- 7.3 It is agreed that the monies held in a Pooled Fund may only be expended on the following:
- 7.3.1 the Contract Price;
  - 7.3.2 where the Council is to be the Provider or enters into a Service Contract, the Permitted Budget; and where the CCG enters into a Service Contract, the agreed budget that Partners have set in relation to a particular Service ;
  - 7.3.3 Performance Payments;

7.3.4 Third Party Costs as agreed in relation to a particular Service;

7.3.5 Approved Expenditure.

("Permitted Expenditure")

7.4 The Partners may only depart from the definition of Permitted Expenditure to include or exclude other revenue expenditure with the express written agreement of each Partner.

7.5 For the avoidance of doubt, monies held in the Pooled Fund may not be expended on Default Liabilities unless this is agreed by all Partners.

7.6 Pursuant to this Agreement, the Partners agree to appoint a Host Partner for each of the Pooled Funds set out in the Schedule of Schemes. The Host Partner shall be the Partner responsible for:

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

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

7.6.3 appointing the Pooled Fund Manager;

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

## **8 POOLED FUND MANAGEMENT**

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

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

8.1.2 which officer of the Host Partner shall act as the Pooled Fund Manager for the purposes of Regulation 7(4) of the Regulations.

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

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

8.2.2 ensuring that all expenditure from the Pooled Fund is in accordance with the provisions of this Agreement and the relevant Service Contract;

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

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

8.2.5 reporting to the Strategic Commissioning Group and Partners as required;

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 Strategic Commissioning Group Quarterly reports (or more frequent reports if required by the Strategic Commissioning Group) 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 Strategic Commissioning Group to monitor the effectiveness of the Pooled Fund and to enable the Partners to complete

their own financial accounts and returns. The Partners agree to provide all necessary information to the Pooled Fund Manager in time for the reporting requirements to be met.

8.2.8 preparing and submitting reports to the Health and Wellbeing Board as required by it.

8.2.9 prepare an annual voucher to the other Partner, as per the format set out in Schedule 5.

8.3 The internal auditor of the Host Partner will be responsible for the internal audit of the Pooled Fund. It will agree its audit plans in relation to the Pooled Fund with the Audit Committee of the Host Partner.

8.4 The external auditor of the Host Partner will be responsible for the external audit of the Pooled Fund. It will agree its audit plans in relation to the Pooled Fund with the Audit Committee of the Host Partner.

8.5 Copies of all audit reports in relation to the Pooled Fund will be made available to the Strategic Commissioning Group, Partners and Blackpool Health and Wellbeing Board.

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

8.7 The Strategic Commissioning Group may agree to the viring of funds between Pooled Funds, subject to the relevant Statutory Financial Instruments, Standing Orders and accountable procedures of the Partners.

## **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 Service Contract. 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 Service Contract.

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.

- 9.6 The Host Partner shall prepare an annual voucher to the other Partner, as per the format set out in Schedule 5 and in accordance with paragraph 5 (3) of the National Health Service Commissioning Board (Payments to Local Authorities) Directions 2014.

## **10 ANNUAL DEVELOPMENT PLAN**

- 10.1 The Partners shall develop an Annual Development Plan, in order to implement their joint strategic plans, for each of the Services at least four weeks before the start of the Financial Year. The Annual Development Plan shall:
- (a) set out the agreed Aims and Outcomes for the specific Services;
  - (b) describe any changes or development required for the specific Services;
  - (c) provide information on how changes in funding or resources may impact the specific Services; and
  - (d) include details of the estimated contributions due from each Partner for each Service and its designation to the Pooled and/or Non Pooled Fund.
- 10.2 The Annual Development Plan shall commence on 1<sup>st</sup> April at the beginning of the Financial Year and shall continue for 12 months.
- 10.3 The Annual Development Plan may be varied by written agreement between the Partners. Any variation that increases or reduces the number or level of Services in the scope of the Agreement shall require the Partners to make corresponding adjustments to the NHS body's Financial Contribution and the Council's Financial Contribution.
- 10.4 If the Partners cannot agree the contents of the Annual Development Plan, the matter shall be dealt with in accordance with Clause 23. Pending the outcome of the dispute resolution process or termination of the Agreement under Clause 23, the Partners shall make available amounts equivalent to the Financial Contributions for the previous Financial Year.

## **11. FINANCIAL CONTRIBUTIONS**

- 11.1 The Financial Contribution of the CCG and the Council to any Pooled Fund or Non-Pooled Fund for each Financial Year of operation of each Individual Scheme shall be as set out in Schedule 1 Part 2.
- 11.2 The Financial Contribution of the CCG and the Council to any Pooled Funds or Non-Pooled Funds for subsequent years will be considered annually by each Partner through their budget setting processes and their respective organisational governance structures. The Strategic Commissioning Group considers and approves expenditure annually in consultation with the Providers (other key stakeholders determined by the Partners from time to time). The Strategic Commissioning Group will make recommendations to both Partners with regards to the future level of their financial contributions.
- 11.3 Financial Contributions will be paid as set out in the Schedule of Schemes.
- 11.4 With the exception of Clause 14, no provision of this Agreement shall preclude the Partners from making additional contributions of Non-Recurrent Payments to the Pooled Fund from time to time by mutual agreement. Any such additional contributions of Non-Recurrent Payments shall be explicitly recorded in Strategic Commissioning Group minutes and recorded in the budget statement as a separate item.

## **12. RISK SHARE ARRANGEMENTS, OVERSPENDS AND UNDERSPENDS**

### **Risk share arrangements**

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

### **Overspends in Pooled Fund**

- 12.2 The Host Partner for the relevant Pooled Fund shall manage expenditure from a Pooled Fund within the Financial Contributions and shall ensure that the expenditure is limited to Permitted Expenditure.
- 12.3 The Host Partner shall not be in breach of its obligations under this Agreement if an Overspend occurs PROVIDED THAT the only expenditure from a Pooled Fund has been in accordance with Permitted Expenditure and it has informed the Strategic Commissioning Group in accordance with Clause 12.4.
- 12.4 In the event that the Pooled Fund Manager identifies an actual or projected Overspend the Pooled Fund Manager must ensure that the Strategic Commissioning Group is informed as soon as reasonably possible and the provisions of 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 Partner's Financial Contribution to a Non-Pooled Fund that Partner shall as soon as reasonably practicable inform the other Partner and the Strategic Commissioning Group .
- 12.6 Where there is a Lead Commissioning Arrangement the Lead Commissioner is responsible for the management of the Non-Pooled Fund. The Lead Commissioner shall as soon as reasonably practicable inform the other Partner and the Strategic Commissioning Group.

### **Underspend**

- 12.7 In the event that expenditure from any Pooled Fund or Non Pooled Fund in any Financial Year is less than the aggregate value of the Financial Contributions made for that Financial Year, the surplus monies shall be retained by the Lead Commissioner unless otherwise decided by the Strategic Commissioning Group. 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 VAT**

- 13.1 The Partners agree that where the Council acts as host body for the Pooled Budgets, the Council will calculate the amount of VAT incurred in the purchase of goods and services required to deliver the programme that is recoverable under section 33 VAT Act 1994, where the supply has incurred tax and relates to non-business activities for VAT purposes.
- 13.2 In respect of Non Pooled Funds the VAT regime of the Lead Commissioner will determine the VAT recovery for the relevant Individual Scheme.
- 13.3 The Partners will review the VAT arrangements at least annually to ensure that this approach remains appropriate, and in accordance with the latest relevant guidance from HM Customs and Excise.

## **14 AUDIT AND RIGHT OF ACCESS**

- 14.1 All Partners shall promote a culture of probity and sound financial discipline and control and shall ensure that full and proper records for accounting purposes are kept in respect of the arrangements

under this Agreement. The Host Partner shall arrange for the audit of the accounts of the relevant Pooled Fund and shall require external auditors to make arrangements to certify an annual return of those accounts.

- 14.2 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 or 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.

## **15. LIABILITIES AND INSURANCE AND INDEMNITY**

- 15.1 Subject to Clause 15.2, and 15.3, if a Partner ("First Partner") incurs a Loss arising out of or in connection with this Agreement or the Service Contract as a consequence of any act or omission of another Partner ("Other Partner") which constitutes negligence, fraud or a breach of contract in relation to this Agreement or the Service Contract then the Other Partner shall be liable to the First Partner for that Loss and shall indemnify the First Partner accordingly.
- 15.2 Clause 15.1 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 Strategic Commissioning Group.
- 15.3 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 15 the Partner that may claim against the other indemnifying Partner will:
- 15.3.1 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;
  - 15.3.2 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);
  - 15.3.3 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.
- 15.4 Each Partner shall ensure that they maintain policies of insurance in respect of all potential liabilities arising from this Agreement. In the case of the CCG it may (where available) effect through the National Health Service Litigation Authority, alternative arrangements in respect of NHS schemes in lieu of commercial insurance.
- 15.5 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.
- 15.6 The Lead Commissioner for each Individual Scheme shall ensure that all Providers maintain policies of insurance in relation to the potential liabilities arising from the Services under a Service Contract and ensure that such Service Contract provides indemnities in respect of any loss sustained by the Partners as a result of any breach or negligence by the Provider.

## **16 STANDARDS OF CONDUCT AND SERVICE**

- 16.1 The Partners shall develop operational guidance and procedures to reflect compliance with Clause 16.

- 16.2 The Partners will at all times comply with Law and ensure good corporate governance in respect of each Partner (including the Partner's respective Standing Orders and Standing Financial Instructions, CCG's Constitution and the Council's Constitution).
- 16.3 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.
- 16.4 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, clinical governance obligations, the NHS Constitution (including the statutory Duty of Candour) and the relevant public procurement rules issued from time to time.
- 16.5 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.

## **17 CONFLICTS OF INTEREST**

- 17.1 Each Partner shall comply with its own Policy for identifying and managing conflicts of interest.
- 17.2 The Partners shall from time to time review and if necessary adopt new policies for identifying and managing conflicts of interests.
- 17.3 The Partners will ensure that their employees involved in administrative and decision-making responsibilities under the arrangements set out in this Agreement comply with the respective Conflict of Interest Policy and would address any failure through their respective disciplinary processes.

## **18 GOVERNANCE**

- 18.1 Overall strategic oversight of partnership working between the partners is vested in the Health and Well Being Board, which for these purposes shall make recommendations to the Partners as to any action it considers necessary.
- 18.2 The Partners have established the Strategic Commissioning Group, which is accountable to the Council Executive, the CCG Governing Body and the Health and Wellbeing Board.
- 18.3 The Strategic Commissioning Group is based on a joint working group structure and is responsible for agreeing key actions in relation to this Agreement and reporting the performance to the Health and Wellbeing Board. Membership of the Strategic Commissioning Group shall include officers of the Partners who will have individual delegated responsibility from the Partner employing them to make decisions which enable the Strategic Commissioning Group to carry out its objects, roles, duties and functions as set out in this Clause 18 and Schedule 2.
- 18.4 The terms of reference of the Strategic Commissioning Group shall be as set out in Schedule 2.
- 18.5 Each Partner shall secure internal reporting arrangements to ensure the standards of accountability and probity required by each Partner's own statutory duties and organisation are complied with.
- 18.6 The Strategic Commissioning Group shall be responsible for the overall approval of the Individual Services and Other Arrangements, ensuring compliance with the Better Care Fund Plan and the strategic direction of the Better Care Fund.
- 18.7 Each Services Schedule shall confirm the governance arrangements in respect of the Individual Service and how that Individual Service is reported to the Strategic Commissioning Group and Health and Wellbeing Board.



- 18.8 Each Services Schedule shall confirm the governance arrangements in respect of the Individual Service and how that Individual Services is reported to the Strategic Commissioning Group and Health and Wellbeing Board.

## **19 REVIEW**

- 19.1 Save where the Strategic Commissioning Group agree alternative arrangements (including alternative frequencies) the Partners shall undertake an annual review (“**Annual Review**”) of the operation of this Agreement, any Pooled Fund and Non Pooled Fund and the provision of the Services within 3 Months of the end of each Financial Year.
- 19.2 Subject to any variations to this process required by the Strategic Commissioning Board, Annual Reviews shall be conducted in good faith and, where applicable, in accordance with the governance arrangements set out in Schedule 2.
- 19.3 The Partners shall within 20 Working Days of the annual review prepare a joint annual report documenting the matters referred to in this Clause 19. A copy of this report shall be provided to the Strategic Commissioning Group.
- 19.4 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.

## **20 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. Upon termination of this Agreement for any reason whatsoever this Clause 20 shall continue to survive.

## **21 TERMINATION AND DEFAULT**

- 21.1 This Agreement may be terminated by any Partner giving not less than 6 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.
- 21.2 Termination of approved Individual Schemes will be recommended and approved by the Strategic Commissioning Group, Where an Individual Scheme is provided by third parties, notice periods and termination conditions will be governed by the conditions contained within the contract for services: - for the CCG this is the Standard NHS Contract and for the Council this is the Standard Council Terms and Conditions for Services. Where an Individual Scheme is provided in-house by either party under this Agreement, notice periods and termination conditions will be agreed by the Strategic Commissioning Group. Notice periods and conditions will not exceed those contained in third party contracts: for the CCG this would be the Standard NHS Contract and for the Council this would be the Standard Council Terms and Conditions for Services,
- 21.3 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.
- 21.4 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, any other rights of termination contained in this Agreement or Individual Schemes or Other Arrangements.
- 21.5 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.
- 21.6 Upon termination of this Agreement for any reason whatsoever the following shall apply:

- 21.6.1 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;
- 21.6.2 where either Partner has entered into a Service Contract which continues after the termination of this Agreement, both Partners shall continue to contribute to the Contract Price in accordance with the agreed contribution for that Service prior to termination and will enter into all appropriate legal documentation required in respect of this;
- 21.6.3 the Lead Commissioner shall make reasonable endeavours to amend or terminate a Service Contract (which shall for the avoidance of doubt not include any act or omission that would place the Lead Commissioner in breach of the Service Contract) where the other Partner requests the same in writing provided that the Lead Commissioner shall not be required to make any payments to the Provider for such amendment or termination unless the Partners shall have agreed in advance who shall be responsible for any such payment.
- 21.6.4 where a Service Contract held by a Lead Commissioner relates all or partially to services which relate to the other Partner's Functions then provided that the Service Contract allows the other Partner may request that the Lead Commissioner assigns the Service Contract in whole or part upon the same terms mutatis mutandis as the original contract.
- 21.6.5 the Strategic Commissioning Group 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
- 21.6.6 Termination of this Agreement shall have no effect on the liability of any rights or remedies of either Partner already accrued, prior to the date upon which such termination takes effect.
- 21.7 In the event of termination in relation to an Individual Scheme the provisions of Clause 21.6 shall apply mutatis mutandis in relation to the Individual Scheme (as though references as to this Agreement were to that Individual Scheme).
- 21.8 Upon termination of this Agreement for any reason whatsoever the following clauses shall continue to survive:
- 21.9.1 Clause 20 (Complaints)
- 21.9.2 Clause 23 (Dispute Resolution)
- 21.9.3 Clause 25 (Confidentiality) for a period of 6 years from the date of termination
- 21.9.4 Clause 26 (Freedom of Information and Environmental Protection Regulations) in so far as the request relates to the provision of this Agreement
- 21.9.5 Clause 27 (Ombudsman)
- 21.9.6 Clause 28 (Information Sharing) for a period of 6 years from the date of termination

## **22 PUBLICITY**

The Partners shall use reasonable endeavours to consult one another before making any press announcements concerning the Services or the discharge of either Partner's Functions under this Agreement.

## **23 DISPUTE RESOLUTION**

- 23.1 The Partners shall try to resolve any disputes that arise in relation to this Agreement through the Strategic Commissioning Group before going through the formal dispute resolution procedure stated in this clause 23.
- 23.2 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.
- 23.3 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 23.2, at a meeting convened for the purpose of resolving the dispute.
- 23.4 If the dispute remains after the meeting detailed in Clause 23.3 has taken place, the Council's Chief Executive and the Accountable Officer of the CCG or nominees shall meet in good faith as soon as possible after the relevant meeting and in any event with fourteen (14) days of the date of the meeting, for the purpose of resolving the dispute.
- 23.5 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.
- 23.6 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.
- 23.7 Upon termination of this Agreement for any reason whatsoever this Clause 23 shall continue to survive.

## **24 FORCE MAJEURE**

- 24.1 Neither Partner shall be entitled to bring a claim for a breach of obligations under this Agreement by the other Partner or incur any liability to the other Partner for any losses or damages incurred by that Partner to the extent that a Force Majeure Event occurs and it is prevented from carrying out its obligations by that Force Majeure Event.
- 24.2 On the occurrence of a Force Majeure Event, the Affected Partner shall notify the other Partner as soon as practicable. Such notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Partner and any action proposed to mitigate its effect.
- 24.3 As soon as practicable, following notification as detailed in Clause 26.2, 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 26.4, facilitate the continued performance of the Agreement.
- 24.4 If the Force Majeure Event continues for a period of more than sixty (60) days, either Partner shall have the right to terminate the Agreement by giving fourteen (14) days written notice of termination to the other Partner. For the avoidance of doubt, no compensation shall be payable by either Partner as a direct consequence of this Agreement being terminated in accordance with this Clause.

## **25 CONFIDENTIALITY**

- 25.1 In respect of any Confidential Information a Partner receives from another Partner (the "**Discloser**") and subject always to the remainder of this Clause 25, each Partner (the "**Recipient**") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:
- 25.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date; and
  - 25.1.2 the provisions of this Clause 25 shall not apply to any Confidential Information which:
    - (a) is in or enters the public domain other than by breach of the Agreement or other act or omission of the Recipient; or
    - (b) is obtained by a third party who is lawfully authorised to disclose such information.
- 25.2 Nothing in this Clause 25 shall prevent the Recipient from disclosing Confidential Information where it is required to do so in fulfilment of statutory obligations or by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law.
- 25.3 Each Partner:
- 25.3.1 may only disclose Confidential Information to its employees and professional advisors to the extent strictly necessary for such employees to carry out their duties under the Agreement;
  - 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; and
  - 25.3.3 shall not use Confidential Information other than strictly for the performance of its obligations under this Agreement.
- 25.4 Upon termination of this Agreement for any reason whatsoever this Clause 25 shall continue to survive for a period of 6 years from the date of termination.

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

- 26.1 The Partners agree that they will each cooperate with each other to enable any Partner receiving a request for information under the 2000 Act or the 2004 Act to respond to a request promptly and within the statutory timescales. This cooperation shall include but not be limited to finding, retrieving and supplying information held, directing requests to other Partners as appropriate and responding to any requests by the Partner receiving a request for comments or other assistance.
- 26.2 Any and all agreements between the Partners as to confidentiality shall be subject to their duties under the 2000 Act and 2004 Act. No Partner shall be in breach of Clause 26 if it makes disclosures of information in accordance with the 2000 Act and/or 2004 Act.
- 26.3 Upon termination of this Agreement for any reason whatsoever this Clause 28 shall continue to survive.

## **27 OMBUDSMEN**

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

27.2 Upon termination of this Agreement for any reason whatsoever this Clause 27 shall continue to survive.

## **28 INFORMATION SHARING**

28.1 The Partners will follow and ensure that the arrangements under this Agreement comply with the Law including any guidance on information sharing produced by the Government.

28.2 Without prejudice to Clause 28.1, when sharing information pursuant to these Arrangements, the Partners will at all times act in accordance with the Information Sharing Protocol to be developed between the Partners within the first year of the operation of this Agreement. The information sharing arrangements will be developed in line with NHS Information Governance guidelines.

28.3 Upon termination of this Agreement for any reason whatsoever this Clause 30 shall continue to survive for a period of six (6) years from the date of termination.

## **29 NOTICES**

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

29.1.1 personally delivered, at the time of delivery;

29.1.2 sent by facsimile, at the time of transmission;

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

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

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

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

29.3.1 if to the Council, addressed to the Chief Corporate Solicitor, PO Box 11, Town Hall, Blackpool, FY1 1NB;

Tel: 01253 477148

Fax: 01253477149

and

29.3.2 if to the CCG, addressed to the Accountable Officer, The Stadium, Seasiders Way, Blackpool, FY1 6XJ;

Tel: [01253 951227]

Fax: [01253 951268]

## **30 VARIATION**

No variations to this Agreement will be valid unless they are considered and approved by the Strategic Commissioning Group and thereafter recorded in writing and signed for and on behalf of each of the Partners.

## **31 CHANGE IN LAW**

- 31.1 The Partners shall ascertain, observe, perform and comply with all relevant Laws, and shall do and execute or cause to be done and executed all acts required to be done under or by virtue of any Laws.
- 31.2 On the occurrence of any Change in Law, the Partners shall agree in good faith any amendment required to this Agreement as a result of the Change in Law subject to the Partners using all reasonable endeavours to mitigate the adverse effects of such Change in Law and taking all reasonable steps to minimise any increase in costs arising from such Change in Law.
- 31.3 In the event of failure by the Partners to agree the relevant amendments to the Agreement (as appropriate), the Clause 23 (Dispute Resolution) shall apply.

## **32 WAIVER**

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

## **33 SEVERANCE**

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

## **34 ASSIGNMENT AND SUB CONTRACTING**

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

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

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

### **36 THIRD PARTY RIGHTS**

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

### **37 ENTIRE AGREEMENT**

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

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

### **38 COUNTERPARTS**

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

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

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

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

### **40. FAIR DEALINGS**

The Partners recognise that it is impracticable to make provision for every contingency which may arise during the life of this Agreement and they declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interests of either of them and that if in the course of the performance of this Agreement, unfairness to either of them does or may result then the other shall use its reasonable endeavours to agree upon such action as may be necessary to remove the cause or causes of such unfairness.

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

**The Common Seal of the  
BLACKPOOL BOROUGH COUNCIL  
Was hereunto affixed  
in the presence of:-**

**Chief Corporate  
Solicitor or Authorised  
Signatory**

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

---

Authorised Signatory



**SCHEDULE 1 PART 1 - SCHEDULE OF SCHEMES**

<b>Health and Wellbeing Board Expenditure Plan</b>							
<b>Blackpool</b>							
<b>Expenditure</b>							
<b>Scheme Name</b>	<b>Area of Spend</b>	<b>Commissioner</b>	<b>if Joint % NHS</b>	<b>if Joint % LA</b>	<b>Provider</b>	<b>Source of Funding</b>	<b>2015/16 (£000)</b>
Rollout of care homes support scheme (new)	Continuing Care	CCG			NHS Community Provider	CCG Minimum Contribution	223
Out of Hospital IV therapy service (new)	Community Health	CCG			NHS Community Provider	CCG Minimum Contribution	41
Acute Visiting Service (new)	Community Health	CCG			Charity/Voluntary Sector	Additional CCG Contribution	100
999 frequent callers pilot (new)	Community Health	CCG			NHS Community Provider	Additional CCG Contribution	49
Increasing capacity to provide reablement services (CCG £1.6)	Community Health	Local Authority			Local Authority	CCG Minimum Contribution	300
Single Point of access and care co-ordination (new)	Community Health	CCG			Charity/Voluntary Sector	CCG Minimum Contribution	100
Community Equipment & adaptation existing plus ( S256)	Community Health	Joint	85%	15%	Local Authority	CCG Minimum Contribution	935
Vitaline ( S256)	Community Health	Local Authority			Local Authority	CCG Minimum Contribution	680
Integrated Crisis and Rapid Response (S256)	Social Care	Local Authority			Local Authority	CCG Minimum Contribution	561
Maintaining Eligibility Criteria (existing (£125k) plus S256)	Social Care	Local Authority			Local Authority	CCG Minimum Contribution	1,459
Reablement Services (S256)	Social Care	Local Authority			Local Authority	CCG Minimum Contribution	584
Bed Based Intermediate Care Services (from CCG £1.6m plus S256)	Community Health	Local Authority			Local Authority	CCG Minimum Contribution	591
Early Supported hospital Discharge (CCG £1.6m plus S256)	Community Health	Joint		100%	Local Authority	CCG Minimum Contribution	463
Mental Health Services (S256)	Mental Health	Local Authority			Local Authority	CCG Minimum Contribution	498
Dementia Services (CCG £1.6m)	Mental Health	Local Authority			Local Authority	CCG Minimum Contribution	243
Other Preventative Services (S256)	Social Care	Local Authority			Local Authority	CCG Minimum Contribution	65
Carers support workers/grants (from CCG £1.6m)	Community Health	Local Authority			Charity/Voluntary Sector	CCG Minimum Contribution	125
AHP /Nursing Support to ARC (from CCG £1.6m)	Community Health	Local Authority			NHS Community Provider	CCG Minimum Contribution	166
Rapid Response (existing plus £1.6m)	Community Health	CCG			NHS Community Provider	CCG Minimum Contribution	800
HD Team (from CCG £1.6m)	Community Health	Joint	100%		NHS Community Provider	CCG Minimum Contribution	127
Hospital Aftercare service (existing)	Social Care	Local Authority			Charity/Voluntary Sector	CCG Minimum Contribution	71
Disabled Facilities and Social Capital Grants	Social Care	Local Authority			Local Authority	Local Authority Social Services	1,649
Extensivist Service (new in 15/16)	Community Health	CCG			NHS Community Provider	CCG Minimum Contribution	2,000
Support for Social Care Act (new in 15/16)	Social Care	Local Authority			Local Authority	CCG Minimum Contribution	600
GP Plus NEL scheme	Primary Care	CCG			Primary Care	CCG Minimum Contribution	1,800
Community Schemes aimed at NEL reduction and OOH	Community Health	CCG			NHS Community Provider	Additional CCG Contribution	1,000
<b>Total</b>							<b>15,230</b>

**SCHEDULE 1 PART 2 – FINANCIAL REPORTING ARRANGEMENTS**

**1. FINANCIAL CONTRIBUTIONS AND FINANCIAL MANAGEMENT ARRANGEMENTS**

1.1 In exercise of the irrispective powers under Section75 of the 2006 Act, the Partners have agreed to establish and maintain a Pooled Fund. The table below shows the Financial Contributions made by the Partners into the Pooled Fund:

<b>Partner Organisation</b>	<b>Financial Contribution2015/16 (BCF) £000</b>
Blackpool Council	1,649
Blackpool CCG	13,581
<b>Total Contribution</b>	<b>15,230</b>

1.2 The Council shall act as the Host Partner for the Pooled Fund. The Council will account for the Contributions and will invoice each Partner monthly in advance on the first of the month to which the payment relates for one twelfth of their Contribution. Each Partner shall charge back to the Pooled Fund any expenditure incurred directly up to the maximum amount that they have contributed to the Pooled Fund. The Pooled Fund will record the actual expenditure incurred in relation to the Services.

1.3 In the event that additional Financial Contributions are proposed to be made into the Pooled Fund, a business case proposal should be developed, proportionate to the scale of funding requested. The business case will be submitted to the Partners for consideration and decision. Partners will usually agree any additional contributions as part of their annual investment planning rounds.

1.4 The Pooled Fund will be used solely for commissioning Services set out in Schedule 1 Part 2.

1.5 Each Partner will be responsible for adhering to its own standing orders and Financial regulations in respect of the Contributions and expenditure charged back to the Pooled Fund. The Host Partner is under no obligation to ensure the other Partners' compliance in this regard.

1.6 Lead commissioning arrangements outlined in Schedule 1 Part 2 will continue for the duration of this Agreement. The responsibility for financial payments to Providers will remain with the Lead Commissioner.

1.7 The Strategic Commissioning Group shall have overall responsibility for performance managing and monitoring of actual income and expenditure in relation to the Pooled Fund. The Host Partner will provide regular financial reports to the Strategic Commissioning Group and each Partner (at least Quarterly), using information from its accounting system and/or information provided by each Partner or Agent, where appropriate. The Strategic Commissioning Group shall recommend that any cost pressures and mitigating actions are reported through the appropriate governance structures in each Partner organisation. Financial information should be supported by appropriate and proportionate activity reports. From the Second Quarter onwards, financial reporting should include a forecast of the year end position.

1.8 Each Partner shall bear the full costs incurred in respect of Non-Pooled Fund services/activity including, but not limited to, overheads, internal recharges, incidental expenses and damages).For the avoidance of doubt, Non-Pooled Fund services/activities shall not be paid out of the Pooled Fund.

- 1.9 Providing the information required for the year end accounts to each Partner and its auditors, in line with final reporting deadlines.
- 1.10 The Partners shall co-operate in the prompt provision of information, and access to premises and staff, to ensure compliance with any statutory inspection requirements, or other monitoring or scrutiny functions. The Partners shall implement recommendations arising from these inspections, where appropriate.

## SCHEDULE 2– GOVERNANCE

### Blackpool Strategic Commissioning Group – Terms of Reference

The operation of this agreement will be overseen by the Strategic Commissioning Group and all decisions will be subject to ratification by the Health and Wellbeing Board. The Terms of Reference of the Strategic Commissioning Group are detailed below:

	<ul style="list-style-type: none"> <li>• To provide strategic leadership on commissioning arrangements for children and young people, adults, older people and adults with mental health problems across NHS, Public Health, Social Care and Children’s Services.</li> <li>• To work in an advisory role to support Blackpool Health and Wellbeing Board to fulfil its responsibility <b>to drive integrated commissioning of health and social care services</b> in particular for the most vulnerable individuals and groups with the worst health outcomes.</li> <li>• To lead, on behalf of Blackpool Health and Wellbeing Board on the development and implementation of plans for an improved and integrated health and social care system for adults, older people and adults with mental health problems.</li> <li>• To be responsible for planning the way in which Blackpool Council and Blackpool CCG and other health commissioners work together to commission health and social care for children and young people, adults and older people and adults with mental health problems.</li> <li>• To have oversight of pooled budgets and resources for identified services as and when required including funding arrangements for the Better Care Fund.</li> <li>• <b>To have strategic oversight of the commissioning plans for Better Start, HeadStart and Complex Needs.</b></li> <li>• To have oversight of funding opportunities across NHS, Public Health, Adult Social Care and Children’s Services and manage the inflow/influx of bids to ensure that these are aligned to strategic priorities as far as possible.</li> <li>• To take into account existing governance and partnership structures to ensure a more co-ordinated <b>and integrated</b> approach to commissioning and the delivery of the vision of Blackpool Health and Wellbeing Board.</li> <li>• To oversee on behalf of Blackpool Health and Wellbeing Board the development and implementation of action plans against agreed priorities in the current <b>JHWS and to oversee the development of the new JHWS for 2015-18.</b></li> <li>• To comply with statutory guidance, where it exists.</li> </ul> <p>To have oversight of and provide co-ordination to the overall agenda for Blackpool Health and Wellbeing Board.</p>
2	<b>SCOPE</b>
	<ul style="list-style-type: none"> <li>• To provide advisory support and oversee the delivery of commissioning approaches across services for children and young people, adults and older people in Blackpool in conjunction with other governance partnerships.</li> <li>• To optimise opportunities to integrate commissioning and service delivery of effective health and social care services</li> <li>• To work closely with:             <ul style="list-style-type: none"> <li>- JSNA Strategic Group</li> <li>- <b>Blackpool Children and Young People’s Partnership</b></li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>- Fylde Coast End of Life Strategic Group</li> <li>- Quality Surveillance Group</li> <li>- Fylde Coast Out of Hospital Strategy Steering Group</li> <li>- <b>Better Start Executive Board</b></li> <li>- <b>HeadStart Executive Board</b></li> <li>- <b>Complex Needs Executive Board</b></li> </ul> <ul style="list-style-type: none"> <li>• To enable commissioning of services across health and social care including the use of Section 75 Agreement or Section 256 agreements.</li> </ul> <p>To have oversight of performance management arrangements across NHS, Public Health Adult Social Care and Children’s Services.</p>
3	<b>RESPONSIBILITIES</b>
	<ul style="list-style-type: none"> <li>• <b>To develop and implement an annual work programme of joint commissioning priorities and intentions.</b></li> <li>• To monitor and report progress on implementation of the work programme in accordance with agreed reporting schedules and processes to the Health and Wellbeing Board.</li> <li>• To review outcomes across the JHWS and other strategies to identify areas for integrated working.</li> <li>• <b>To have oversight of commissioning strategies and plans for the partner organisations on the group to support integrated working.</b></li> <li>• <b>To have oversight of financial strategies and plans for partner organisations on the group to support financial planning and aligning of budgets to support integrated working.</b></li> <li>• <b>To develop a joint programme of communications and engagement.</b></li> <li>• To develop a robust performance framework to monitor progress against agreed priorities within the JHWS and across NHS, Public Health, Social Care and Children’s Services.</li> <li>• <b>To work collaboratively with lead officers to develop robust action plans to deliver the priorities in the JHWS; this will involve developing and implementing action plans and reporting on progress, including barriers of specific actions, and sanctioning remedial action, where required to ensure that action plans remain on track.</b></li> <li>• To sponsor task and finish groups and working groups to develop and implement action plans in relation to specific themes as these arise. These will be established at the discretion of the Chairs of the Health and Wellbeing Board and Strategic Commissioning Group with membership drawn from appropriate partners.</li> <li>• <b>To jointly agree any national reporting responsibilities based on integrated commissioning responsibilities.</b></li> </ul>
4	<b>REPORTING ARRANGEMENTS AND GOVERNANCE</b>
	<p>To report six weekly on the work programme to:</p> <ul style="list-style-type: none"> <li>• Blackpool Health and Wellbeing Board</li> </ul> <p>To report quarterly on performance arrangements to:</p> <ul style="list-style-type: none"> <li>• Blackpool Health and Wellbeing Board</li> <li>• Blackpool Clinical Commissioning Group Board</li> </ul>

<b>5</b>	<b>MEMBERSHIP</b>
	<p><b>Core Members</b></p> <ul style="list-style-type: none"> <li>• Director of Children’s Services (Chair) – Blackpool Council</li> <li>• Director of Adult Services – Blackpool Council</li> <li>• Director of Public Health – Blackpool Council</li> <li>• Director of Resources – Blackpool Council</li> <li>• Chief Clinical Officer – Blackpool CCG</li> <li>• Chief Operating Officer – Blackpool CCG</li> <li>• Chief Finance Officer – Blackpool CCG</li> <li>• Head of Commissioning – Blackpool CCG</li> <li>• Senior Public Health Specialists x 3 – Blackpool Council</li> <li>• <b>Head of Commissioning – Blackpool Council</b></li> <li>• Director – NHS England (Lancashire)</li> <li>• Director – Blackpool Teaching Hospitals NHS Foundation Trust</li> </ul> <p><b>Invited members</b></p> <ul style="list-style-type: none"> <li>• Corporate Development Manager – Blackpool Council</li> <li>• Director of Integration and Transformation – Blackpool CCG</li> <li>• Head of Public Health – NHS England</li> </ul> <p>Wider partners will be invited to meetings as appropriate.</p> <p>The quorum for the meeting will be half of the membership with representatives from at least two organisations, in attendance.</p>
<b>6</b>	<b>RELATIONSHIP TO OTHER GROUPS</b>
	<ul style="list-style-type: none"> <li>• To act as an advisory group to Blackpool Health and Wellbeing Board.</li> <li>• To work collaboratively with the Children and Young People’s Partnership on key health priorities for children and young people.</li> <li>• To work collaboratively with health commissioners and relevant departments and organisations across the NHS, Public Health, Social Care and Children’s Services.</li> <li>• To have oversight and contribute to the work of: <ul style="list-style-type: none"> <li>- JSNA Strategic Group</li> <li>- <b>Children and Young People’s Partnership</b></li> <li>- Fylde Coast End of Life Strategic Group</li> <li>- Quality Surveillance Group</li> <li>- Fylde Coast Out of Hospital Strategy Steering Group</li> <li>- <b>Better Start Executive Board</b></li> <li>- <b>HeadStart Executive Board</b></li> <li>- <i>Complex Needs Executive Board</i></li> </ul> </li> </ul>

7	<b>FREQUENCY OF MEETINGS</b>
	Six weekly preceding the meeting of Blackpool Health and Wellbeing Board.

### SCHEDULE 3 – RISK SHARE AND OVERSPENDS

1. The Partners agree that Overspends are to be met by the Lead Commissioner for that Scheme as set out in the Schedule of Schemes at Schedule 1 Part 1 of this Agreement.
2. To the extent that the Better Care Fund Payment for Performance is not available to the Pooled Fund the Partners have agreed that an additional contribution will be made by the CCG of an amount required to meet the shortfall to the lower of the expected income or the value of the actual payments from the pooled fund in that year, or payment for one or more of the Individual Schemes for which the CCG is the Lead Commissioner will be reduced by an amount required to meet the shortfall in the expected income.
3. Where new Individual Schemes are added to this Agreement, the Strategic Commissioning Group will determine the arrangements to apply to any overspends against each additional Individual Scheme.
4. The Strategic Commissioning Group shall acting reasonably having taken into consideration all relevant factors including, where appropriate the Better Care Fund Plan and any agreed outcomes and any other budgetary constraints agree appropriate action in relation to any forecast Overspends, including, but not limited to, whether there is any action that can be taken in order to contain expenditure.
5. The Partners agree to co-operate fully in order to establish an agreed position in relation to any Overspends.
6. Where there is an overspend in a Non Pooled Fund at the end of the Financial Year or at termination of the Agreement such overspend shall be met by the Partner whose financial contributions to the relevant Non Pooled Fund were intended to meet the expenditure to which the overspend relates save to the extent that such overspend is not the fault of the other Partner.



## SCHEDULE 4 – JOINT WORKING OBLIGATIONS

### Part 1– LEAD COMMISSIONER OBLIGATIONS

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

- 1 The Lead Commissioner shall notify the other Partner if it receives or serves:
  - a notice notifying an organisational and/or managerial change in control of the Lead Commissioner or the Provider;
  - a notice providing notification of a force majeure event;
  - Notice of a Event of Force Majeure;
  - any other formal notice or contract query;

and provide copies of the same.

2. The Lead Commissioner shall provide the other Partner with copies of any and all:

- 2.1 CQUIN Performance Reports where appropriate;

- Reports under Commissioning for Quality and Innovation Guidance required under the Service Contract; and
- Other records, reports, plans which the parties under a Service Contract are required to provide.

3. The Lead Commissioner shall consult with the other Partner before attending any meetings with a Provider pursuant to a Service Contract and, to the extent the Service Contract permits, raise issues reasonably requested by a Partner at those meetings.

4. The Lead Commissioner shall not:

- permanently or temporarily withhold or retain monies pursuant to the Service Contract;
- vary any plans, processes or procedures of the Provider prescribed under the Service Contract;
- agree (or vary) the terms of a joint investigation or a joint action plan;
- give any approvals under the Service Contract;
- agree to or propose any variation to the Service Contract (including any Schedule or Appendices);
- suspend all or part of the Services;
- serve any notice to terminate the Service Contract (in whole or in part);
- serve any notice;
- agree (or vary) the terms of a plan for transition or succession of the Service on expiry or termination of the Service Contract;

without the prior approval of the other Partner (acting through the Authorised Officer) such approval not to be unreasonably withheld or delayed.

5. The Lead Commissioner shall advise the other Partner of any matter which has been referred for dispute and agree what (if any) matters will require the prior approval of the other Partner as part of that process.
6. The Lead Commissioner shall notify the other Partner of the outcome of any dispute or conflict that is agreed or determined by Dispute Resolution.
7. The Lead Commissioner shall share with the other Partner 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**

1. The other 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:
  - resolve disputes pursuant to a Service Contract;
  - comply with its obligations pursuant to a Service Contract and this Agreement;
  - 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. The other Partner shall not unreasonably withhold or delay consent requested by the Lead Commissioner.
  - The other Partner (other than the Lead Commissioner) shall:
  - 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;
  - notify the Lead Commissioner of any matters that might prevent the Lead Commissioner from giving any of the warranties set out in a Service Contract or which might cause the Lead Commissioner to be in breach of warranty.

**SCHEDULE 5 –ANNUAL VOUCHER**

The following annual voucher must be used as required by direction 5(1)

Section 75 of Section 256 Annual Voucher

Blackpool Borough Council

**PART 1 STATEMENT OF EXPENDITURE FOR THE YEAR 31 MARCH 2016**

(if the conditions of the payment have been varied, please explain what the changes are and why they have been made)

Scheme Reference Number and Title of Expenditure	Revenue Expenditure (£)	Capital Expenditure (£)	Total Expenditure (£)
Better Care Fund			
Total:			

**PART 2 STATEMENT OF COMPLIANCE WITH CONDITIONS OF TRANSFER**

I certify that the above expenditure has been incurred in accordance with the conditions of the Section 75 Agreement, including any cost variations, for each scheme approved by the Strategic Commissioning group in accordance with these Directions, and endorsed by the Health and Wellbeing Board.

Signed.....

Position:

Date:

The designated Pooled Fund Manager on behalf of the Host Partner, as recipient of funds (see paragraph 5(3) of the Directions)