|  |
| --- |
| Dated 2018 |
| [INSERT NAME OF COUNCIL(S)]and[INSERT NAME OF CLINICAL COMMISSIONING GROUP(S)] |
| VARIATION TO FRAMEWORK PARTNERSHIP AGREEMENT RELATING TO THE TRANSFER AND POOLING OF FUNDING FOR TRANSFORMING CARE PATIENTS – EFFECTIVE FROM (INSERT)  |

**[This variation agreement is to be used when Parties are varying existing BCF arrangements for the inclusion of dowry payments where the Council is appointed as Host and a Pooled Budget is established. Whilst this variation includes references to Dowry Eligible Patients, it is anticipated that CCGs and Local Authorities may wish to use this variation agreement to cover other initiations in accordance with its Transforming Care Plan and the Parties can complete the Template Service Schedule contained in Schedule 2, Part 2 for those additional services.**

**[Parties should refer back to their BCF s.75 Agreements to ensure this variation agreement complies with the variation clauses included in those Agreements and furthermore consider the NHSE guidance on completing a variation agreement].**

**[Clauses in yellow relate to those sections that will need to reflect local agreement]**

**[Clauses in green relate to those sections that will need to be amended to encompass other elements of the Transforming Care Plan. Please update clause numbers and referencing upon finalisation]**

**Contents**

| **Item** | **Page** |
| --- | --- |

BACKGROUND

AGREED TERMS

[PARTIES 3](#_Toc508806912)

[BACKGROUND 3](#_Toc508806913)

[1 Defined Terms and Interpretation 3](#_Toc508806914)

[2 Variation 3](#_Toc508806915)

[3 GENERAL 4](#_Toc508806916)

[4 Severance 4](#_Toc508806917)

[5 Third Party Rights 4](#_Toc508806918)

[6 Entire Agreement 4](#_Toc508806919)

[7 Counterparts 4](#_Toc508806920)

[8 Governing Law AND JURISDICTION 4](#_Toc508806921)

[SCHEDULE 1 - AMENDMENTS TO THE Partnership agreement 7](#_Toc508806922)

[SCHEDULE 2 – scheme specifications 8](#_Toc508806923)

[SCHEDULE 3 – individual Scheme specificationS for 2016/2017 26](#_Toc508806924)

[SCHEDULE 4 – Governance 27](#_Toc508806925)

[SCHEDULE 5 - Financial and RISK SHARing ARRANGEMENTS 28](#_Toc508806926)

[SCHEDULE 6 – other Amendments 29](#_Toc508806927)

***[amend contents page to suit format, page numbering etc]***

**THIS DEED OF VARIATION** is made on day of 2018

PARTIES

1. [INSERT NAME OF COUNCIL(S)] of [INSERT ADDRESS OF COUNCIL(S)] (the "Council(s)"); and
2. [INSERT NAME OF CCG(S)] of [INSERT ADDRESS OF CCG(S)] (the "CCG(s)")

(together "the Partners")

BACKGROUND

1. The Partners entered into a Framework Partnership Agreement dated **[INSERT DATE OF THE PARTNERSHIP AGREEMENT]**] relating to **[INSERT SCOPE OF EXISTING S75]** **,** in exercise of the powers under Section 75 of the 2006 Act and/or Section 13Z(2) and 14Z(3) of the 2006 Act as applicable ("the Partnership Agreement").
2. The Partners acknowledge that amendments have been made to the national partnership agreement template published by NHS England, and amendments are required to the Partnership Agreement to ensure that it accords with National Guidance.
3. Pursuant to Clause **[INSERT VARIATION CLAUSE]** of the Partnership Agreement, the Partners have agreed to vary the terms of the Partnership Agreement in order to help facilitate the prompt, safe and effective discharge of long-stay patients with a learning disability and/or autism under the scope of the Transforming Care Programme **(specifically people who have been inpatients in excess of five years as at 1st April 2016, and as otherwise defined as “dowry-eligible” patients under within the national Transforming Care Programme guidance)**

AGREED TERMS

Defined Terms and Interpretation

* 1. In this Agreement, expressions defined in the Partnership Agreement and used in this Agreement have the meaning set out in the Partnership Agreement.
	2. Subject to Clause 1.1 of this Agreement, the following words and expressions shall have the following meanings:
1. Deed means this Deed of Variation including any schedules and appendices.
2. Effective Date means [INSERT DATE]
	1. The rules of interpretation set out in the Partnership Agreement apply to this Agreement.

Variation

* 1. The Partners acknowledge and agree that the Partnership Agreement shall be amended with effect from the Effective Date as follows:
		1. **[THE CHANGES TO THE PARTNERSHIP AGREEMENT CAN EITHER BE LISTED HERE BY REFERENCE TO THE SPECIFIC CLAUSE NUMBERS OR ADDED AS A SCHEDULE TO THE AGREEMENT]**
	2. Except as varied by this Agreement the Partnership Agreement shall continue in full force and effect and this Deed shall not release or lessen any accrued rights, obligations or liability of any of the Partners under the Partnership Agreement.

GENERAL

* 1. The provisions of the following clauses of the Partnership Agreement shall apply, mutatis mutandis, to this Agreement: Audit and Access Rights, Dispute Resolution Procedure, Confidentiality, Freedom of Information Regulations, Notices, Assignment and Sub- Contracting. **[THESE ARE EXAMPLES OF CLAUSES THAT WILL APPLY AND SHOULD BE UPDATED TO REFLECT LOCAL ARRANGEMENTS]**

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.

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.

Entire Agreement

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

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.

Governing Law AND JURISDICTION

* 1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
	2. Subject to Clause **[INSERT CLAUSE NUMBER OF THE DISPUTE RESOLUTION CLAUSE IN THE PARTNERSHIP AGREEMENT]** (Dispute Resolution) of the Partnership Agreement, the Partners irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceedings, dispute or claim, which may arises out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

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

|

| THE CORPORATE SEAL of **THE**  | ) |  |
| --- | --- | --- |
| **COUNCIL(S) OF [ ]** | ) |  |
| was hereunto affixed in the presence of: | ) |  |
| Signed for on behalf of **[ ]****CLINICAL COMMISSIONING GROUP(S)**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Authorised Signatory |  |  |

Signed by the authorised signatory of  |  |  |

**[LIST ALL COUNCILS/CCGS IF MULTIPLE]**

SCHEDULE 1 - AMENDMENTS TO THE Partnership agreement

 **[THIS SCHEDULE SHOULD BE USED IF THE PARTNERS ARE MAKING ANY CHANGES TO THE MAIN BODY OF THE PARTNERSHIP AGREEMENT. THE PARTNERS SHOULD SET OUT WHAT, IF ANY, DRAFTING IS BEING DELETED AND WHAT IS BEING INSERTED. THESE COULD BE GENERAL CHANGES OR CHANGES REQUIRED DUE TO THE ADDITIONAL SERVICES].**

 **For example:**

 **Clause xxx shall be deleted and replaced by the following "*The Partners have agreed risk share arrangements as set out in schedule X which provide for financial risks arising in relation to the transfer and pooling of funds in relation to Transforming Care Programme “dowry” patients as set out in National Guidance". Clauses likely to require changes include]***

**Definitions [e.g. Services]**

**Clauses 4.4 to set out the applicable arrangements for dowry payments**

**[Alternatively a marked up copy of the Partnership Body could be appended to this schedule]**

SCHEDULE 2 – scheme specifications

**[USE THIS SCHEDULE TO DESCRIBE THE DETAIL OF HOW THE DOWRY FUNDING TRANSFER AND POOLING ARRANGEMENTS WILL WORK LOCALLY, AND RESPECTIVE RESPONSIBILITIES.**

**THE FOLLOWING TEMPLATE PROVIDES SUGGESTIONS AND POINTERS FOR THE COUNCILS AND CCGS TO CONSIDER, HOWEVER THE COUNCIL AND CCG SHOULD ENSURE THAT IT AGREES THE DETAILS LOCALLY AND INSERT/AMEND TO SUIT LOCAL ARRANGEMENTS**

 **[YOU WILL NEED TO CONSIDER WHETHER ANY CHANGES TO THE REMAINING SCHEDULES OF THE PARTNERSHIP AGREEMENT ARE REQUIRED TO REFLECT THE ARRANGEMENTS FOR THE DOWRY PAYMENTS SCHEME. THESE CHANGES SHOULD BE ADDED BY REFERENCE TO THE APPROPRIATE SCHEDULE.]**

**THE FOLLOWING PROVISIONS SHALL BE ADDED TO SCHEDULE 1 (SCHEME SPECIFICATION) OF THE PARTNERSHIP AGREEMENT**

**Part 1 – Dowry Services Schedule**

**[TO BE UPDATED TO REFLECT LOCALLY AGREED ARRANGEMENTS]**

Unless the context otherwise requires, the defined terms used in this Scheme Specification shall have the meanings set out in the Agreement.

1. OVERVIEW OF the Dowry Payment SERVICE

## 1.1 The Partners wish to add in the payment of dowry patients as a Scheme to the s.75 Agreements.

## 1.2 The Partners are satisfied that the payments, and the pooling thereof, are likely to secure a more effective use of public funds than the deployment of equivalent amounts on the provision of services under other sections of the NHS Act 2006 and that the Councils intend to meet the costs of Project

## 1.3 These arrangements shall be for one financial year only, commencing on [ ] and ending 31st March 2019. [DN: LOCAL AGREEMENT: DELETE/AMEND THIS LOCALLY IF REQUIRED, BUT IT IS SUGGESTED A “PILOT” YEAR MIGHT BE PREFERRED]

1.4 The Parties may extend the initial term for up to **[INSERT THE PROPOSED EXTENSION PERIOD. NOTE THIS MUST BE IN LINE WITH THE OVERALL TERM OF THE BCF AGREEMENT]** (“Extension Option”) on the same terms as set out in this Agreement, subject to the outcome of the annual review of the Services and approval of the CCG’s Governing Body and the required approval being obtained in accordance with the Authority’s Constitution.

1.5 If the Parties wish to exercise the Extension Option, the Parties must confirm their agreement in writing 6 months (or a shorter period as agreed by both Parties) prior to 1 April of the year that the extension is due to run from.

1.4 The purpose of this Scheme is to underpin a local mechanism between the CCGs and Councils within the [**insert area**] TCP (“Transforming Care Partnership (“**TCP**”) area to allow funding to follow the person as they are discharged from hospital to community services as part of the Transforming Care Programme.

1.5 This Scheme relates specifically and only to so-called “Dowry” patients covered in the TCP. This is as defined in the national *Building the Right Support* directions and guidance.

1.6 Partners to this Scheme recognise that this is the minimum local requirement for funding transfers to support the TCP and that this is, therefore, a “stepping stone” towards more comprehensive, long-term resource pooling arrangements in relation to services for people with a learning disability and/autism. **[DN: amend this wording if the main S75 Agreement already covers some of this, and simply use this paragraph to confirm instead that this Project/Scheme is consistent with the main Agreement]**

*Insert details including:*

*(a) Whether there are Pooled Funds:* **[add detail of the amounts to be pooled]**

*The Host Partner for the Dowry Payments Scheme Pooled Fund is [ ] and the Pooled Fund Manager, being an officer of the Host Partner is [ ]*

1. AIMS AND OUTCOMES

2.1 This Scheme reflects that Transforming Care will deliver a fundamental shift in the way that people with a learning disability and/or autism are supported. Specifically, this will mean that fewer people are supported in hospital based services which are funded by CCGs and NHS England, and more people will be supported in the community in services that traditionally have been funded by local authorities.

2.2 For the Transforming Care Partnership of XXX (***insert)*** this means that the overall in-patient population should reduce from [XX] (***insert)*** people at 31 March 2016 to[ YY] (***insert)*** people by 31 March 2019. This reduction will include, as a minimum, all [xx] (***insert)*** of the patients covered by dowry arrangements, and listed in the table below, and whether they were previously or are currently being funded through so-called “spot” or “block” contract arrangements.

1. THE ArrANGEMENTS

*Set out which of the following applies in relation to the Individual Scheme:*

* + - 1. *Lead Commissioning;*
			2. *Integrated Commissioning;*
			3. *Joint (Aligned) Commissioning;*
			4. *the establishment of one or more Pooled Funds and/or Non Pooled Funds as may be required.*

|  |  |
| --- | --- |
| DESIGNATED lead Commissioner | AUTHORITY |
| Host PARTy | authority  |
| Non Host party | ccg |

1. FUNCTIONS

*Set out the Council’s Functions and the CCG’s Functions which are the subject of the Individual Scheme including where appropriate the delegation of such functions for the commissioning of the relevant service.*

*Consider whether there are any exclusions from the standard functions included (see definition of NHS Functions and Council Health Related Functions)*

1. SERVICES

*What Services are going to be provided within this Scheme? Are there contracts already in place?*

*Are there any plans or agreed actions to change the Services?*

*Who are the beneficiaries of the Services? [[1]](#footnote-2)*

**[THE ELIGIBLE PARTIES SHALL BE THOSE PATIENTS DISCHARGED ON OR AFTER 1 APRIL 2016, AND ONLY TO THOSE PATIENTS WHO HAVE BEEN IN INPATIENT CARE FOR FIVE YEARS OR MORE ON 1 APRIL 2016 (NOT ANY PATIENT WHO REACHES FIVE YEARS IN HOSPITAL SUBSEQUENT TO THAT DATE)].**

1. COMMISSIONING, CONTRACTING, ACCESS

***Commissioning Arrangements***

*Set out what arrangements will be in place in relation to Lead Commissioning/Joint (Aligned) commissioning. How will these arrangements work?*

 **Contracting Arrangements**

*Insert the following information about the Individual Scheme:*

relevant contracts

arrangements for contracting. Will terms be agreed by both partners or will the Lead *Partner* have authority to agree terms

*what contract management arrangements have been agreed?*

*What happens if the Agreement terminates? Can the partner terminate the Contract in full/part?*

*Can the Contract be assigned in full/part to the other Partner?*

 ***Access***

*Set out details of the Service Users to whom the Individual Scheme relates. How will individuals be assessed as eligible.*

1. FINANCIAL CONTRIBUTIONS

Financial Year 2018/2019

|  | CCG contribution  | Council Contribution |
| --- | --- | --- |
| Pooled Fund  |  |  |

Individuals within the Ring-Fenced Budget **(*all details of TCP Dowry patients, as at 1st April 2016, anonymised as necessary to be inserted in table as follows. The precise format of this table to agreed locally, but it is vital that all dowry patients in the TCP area at 1/4/16 are fully listed and covered)***

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **CCG** | **Local Authority** | **Hospital** | **Patient Reference Number** | **Admission date** | **Expected Discharge Date** | **In-Patient Funding Source** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

1. FINANCIAL GOVERNANCE ARRANGEMENTS

*[(1) As in the Partnership Agreement with the following changes:*

*(2) Management of the Pooled Fund*

*set out the protocol in respect of the pooled Fund.*

*(3) Audit Arrangements*

*What Audit arrangements are needed?*

*(4) Financial Management*

*Which financial systems will be used?*

*What monitoring arrangements are in place?*

*Who will produce monitoring reports?*

*What is the frequency of monitoring reports?*

*What are the rules for managing overspends?*

*Do budget managers have delegated powers to overspend?*

*Who is responsible for means testing?*

*Who will own capital assets?*

*How will capital investments be financed?*

*What management costs can legitimately be charged to pool?*

*What re the arrangement for overheads?*

*What closure of accounts arrangement need to be applied?]*[[2]](#footnote-3)

1. VAT

*Set out details of the treatment of VAT in respect of the Individual Scheme consider the following:*

* *Which partner’s VAT regime will apply?*
* *Is one partner acting as ‘agent’ for another?*
* *Have partners confirmed the format of documentation, reporting and*
* *accounting to be used?*
1. [GOVERNANCE ARRANGEMENTS

*Is there a Scheme Lead*

*Will there be a relevant Committee/Board/Group that reviews this Individual Scheme?*

*Who does that group report to?*

*Who will report to that Group?*

1. NON FINANCIAL RESOURCES

**Council contribution**

|  | Details  | Charging arrangements[[3]](#footnote-4)  | Comments |
| --- | --- | --- | --- |
| Premises |  |  |  |
| Assets and equipment |  |  |  |
| Contracts  |  |  |  |
| Central support services |  |  |  |

**CCG Contribution**

|  | Details  | Charging arrangements[[4]](#footnote-5)  | Comments |
| --- | --- | --- | --- |
| Premises |  |  |  |
| Assets and equipment |  |  |  |
| Contracts  |  |  |  |
| Central support services |  |  |  |

1. STAFF

*Consider:*

* *Who will employ the staff in the partnership?*
* *Is a TUPE transfer secondment required?*
* *How will staff increments be managed?*
* *Have pension arrangements been considered?*

**Council staff to be made available to the arrangements**

*Please make it clear if these are staff that are transferring under TUPE to the CCG.*

*If the staff are being seconded to the CCG this should be made clear*

**CCG staff to be made available to the arrangements**

*Please make it clear if these are staff that are transferring under TUPE to the Council.*

*If the staff are being seconded to the Council this should be made clear.*

1. ASSURANCE AND MONITORING

*Set out the assurance framework in relation to the Individual Scheme. What are the arrangements for the management of performance? Will this be through the agreed performance measures in relation to the Individual Scheme.*

*In relation to the Better Care Fund you will need to include the relevant performance outcomes. Consider the following:*

* *What is the overarching assurance framework in relation to the Individual Scheme?*
* *Has a risk management strategy been drawn up?*
* *Have performance measures been set up?*
* *Who will monitor performance?*
* *Have the form and frequency of monitoring information been agreed?*
* *Who will provide the monitoring information? Who will receive it?*
1. LEAD OFFICERS

| Partner | Name of Lead Officer | Address | Telephone Number | Email Address | Fax Number |
| --- | --- | --- | --- | --- | --- |
| Council  |  |  |  |  |  |
| CCG |  |  |  |  |  |

1. INTERNAL APPROVALS
* *Consider the levels of authority from the Council’s Constitution and the CCG’s standing orders, scheme of delegation and standing financial instructions in relation to the Individual Scheme;*
* *Consider the scope of authority of the Pool Manager and the Lead Officers*
* *Has an agreement been approved by cabinet bodies and signed?*
1. RISK AND BENEFIT SHARE ARRANGEMENTS
	1. The Pooled Fund will include funds ring-fenced from Long Stay In-Patient Beds commissioned by the CCGs, in relation to agreed “dowry” patients.
	2. The full current weekly cost of these placements will be transferred into the Pooled Fund with effect from the start of the patient’s Community Care Placement, and that weekly cost transfer will continue. The Pooled Fund will be agreed at the start of the Agreement and reviewed in accordance with paragraph 13 above.
	3. If the patient dies, it is proposed that the dowry payments continue and are retained in the Pooled Fund for the benefit of other people in the Transforming Care cohort; similarly, if the patient returns into long-stay hospital inpatient care, the Pooled Fund will fund that hospital placement.
	4. If the Community Care Placement costs **more** than the previous hospital cost for the Service User, the CCG and the Council who are responsible for the care of that patient will each further contribute [50%] [This 50% is for guidance purposes only and the Parties should agree their respective contributions] of the excess cost into the Pooled Fund**,** again until the patient dies, moves back into Long-Stay Inpatient Bed Care or becomes 100% Continuing Health Care funded**.**
	5. If the Community Care Placement costs **less** than the previous hospital cost, the surplus will be retained in the Pool Fund and, if there is an overall surplus at the end of the financial year, this will be carried forward into the next financial year to help offset any future excess costs for the CCG and Council.
	6. Should these arrangements not be extended beyond one year, the surplus shall be apportioned between the Partners pro rata to the value of their respective Financial Contributions [excluding Non-Recurrent Payments] for the Financial Year in respect of which the surplus occurs.
	7. Within the overall Pooled Budget for the TCP area, there will need to be separate accounting arrangements maintained and reported on for each individual CCG and Council relationship i.e. funding arrangements for the dowry patients they alone are responsible for.
	8. The Pooled Budget and its transactions (payments in and out) will be maintained, reported on and carried out by the nominated Pooled Fund Manager of the Council on behalf of all the Partners. **[This assumes one of the local TCP Councils will be holding the pooled budget and that the Pooled Fund Manager will be an officer from that Council].**
	9. The Pooled Fund Manager will report on the position of each CCG/Council dowry funding relationship and the overall Pooled budget at least quarterly, and at the end of each year, to the TCP Partnership.
	10. The internal and external auditors of all Partners will be provided with reasonable access to all Pooled Budget records and reports necessary for them to fulfil their duties and responsibilities.

**Payments from and into the pool:**

* 1. Payments from the Pooled Fund will be transacted to help meet the new costs of packagesfor each Service User.
	2. Whichever Council commissions the Community Care Placement, an invoice will be sent to the Pooled Fund Manager for the cost of that Community Care placement, and the Pooled Fund Manager will make the payments from the Pooled Fund.

**Overspends**

* 1. In the event that that any excess cost is over the original hospital cost it shall be recharged [50/50] [**This 50% is for guidance purposes only and the Parties should agree their respective contributions]** to the CCG and Council concerned in accordance with paragraph 16.4 above**.**
	2. Payments for improvement of community support services, and other costs incurred in the community will be met by the Pooled Fund in line with:
		1. the plans agreed between the CCG(s) and Council(s)and subject to affordability;
		2. Such expenditure will need to be the Contract Price;
		3. where the Council is to be the Provider, the Permitted Budget;
		4. Third Party Costs where these are set out in this Dowry Scheme Specification or as otherwise agreed in advance in writing by the TCP Partnership Board
	3. Utilising joint commissioning skills/knowledge the aim will be to ensure that the programme remains cost neutral and that costs released from placements cover the new costs of placements/care packages. However, Partners will need to recognise that the sometimes exceptional and challenging nature of the clients and task to relocate within the community may provide a financial risk to the Pooled Fund.

**Underspends**

* 1. If an Underspend is achieved in the Pooled Fund, the use of these will be determined by the TCP Partnership Board, however priority should be given to improving community services for the cohort and ensuring that the programme is sustainable for future demand in Health and Social Care for people with a learning disability/autism.  The Councils and CCGs have not planned to financially benefit from this programme.
	2. Should these arrangements not be extended beyond one year, the surplus shall be apportioned between the Partners pro rata to the value of their respective Financial Contributions [excluding Non-Recurrent Payments] for the Financial Year in respect of which the surplus occurs.

*Set out arrangements, if any, for the sharing of risk and benefit in relation to the Individual Scheme.*

1. REGULATORY REQUIREMENTS

*Are there any regulatory requirements that should be noted in respect of this particular Individual Scheme?*

1. INFORMATION SHARING AND COMMUNICATION

*What are the information/data sharing arrangements?*

*How will charges be managed (which should be referred to in Part 2 above)*

*What data systems will be used?*

*Consultation – staff, people supported by the Partners, unions, providers, public, other agency*

*Printed stationary*

1. DURATION and EXIT STRATEGY

*What are the arrangements for the variation or termination of the Individual Scheme.*

*Can part/all of the Individual Scheme be terminated on notice by a party? Can part/all of the Individual Scheme be terminated as a result of breach by either Partner?*

*What is the duration of these arrangements?*

*Set out what arrangements will apply upon termination of the Individual Service, including without limitation the following matters addressed in the main body of the Agreement*

*(1) maintaining continuity of Services;*

*(2) allocation and/or disposal of any equipment relating to the Individual Scheme;*

*(3) responsibility for debts and on-going contracts;*

*(4) responsibility for the continuance of contract arrangements with Service Providers (subject to the agreement of any Partner to continue contributing to the costs of the contract arrangements);*

*(5) where appropriate, the responsibility for the sharing of the liabilities incurred by the Partners with the responsibility for commissioning the Services and/or the Host Partners.*

*Consider also arrangements for dealing with premises, records, information sharing (and the connection with staffing provisions set out in the Agreement.*

1. OTHER PROVISIONS
	1. Adherence to this agreement will be monitored and reviewed by the XXX Transforming Care Partnership Board (***insert name)***; the agreement will be formally evaluated every 6 months and any proposed changes agreed by the Transforming Care Partnership Board.

Consider, for example:

* *Any variations to the provisions of the Agreement*
* *Bespoke arrangements for the treatment of records*
* *Safeguarding arrangements*

**SCHEME SPECIFICATION**

**Part 2 – [ ] Services Schedule**

**TEMPLATE SERVICE SCHEDULE**

Unless the context otherwise requires, the defined terms used in this Scheme Specification shall have the meanings set out in the Agreement.

1. OVERVIEW OF INDIVIDUAL SERVICE

*Insert details including:*

*(a) Name of the Individual Scheme*

*(b) Relevant context and background information*

*(c) Whether there are Pooled Funds:*

*The Host Partner for Pooled Fund X is [ ] and the Pooled Fund Manager, being an officer of the Host Partner is [ ]*

1. AIMS AND OUTCOMES

*Insert agreed aims of the Individual Scheme*

1. THE ArrANGEMENTS

*Set out which of the following applies in relation to the Individual Scheme:*

* + - 1. *Lead Commissioning;*
			2. *Integrated Commissioning;*
			3. *Joint (Aligned) Commissioning;*
			4. *the establishment of one or more Pooled Funds and/or Non Pooled Funds as may be required.*
1. FUNCTIONS

*Set out the Council’s Functions and the CCG’s Functions which are the subject of the Individual Scheme including where appropriate the delegation of such functions for the commissioning of the relevant service.*

*Consider whether there are any exclusions from the standard functions included (see definition of NHS Functions and Council Health Related Functions)*

1. SERVICES

*What Services are going to be provided within this Scheme. Are there contracts already in place?*

*Are there any plans or agreed actions to change the Services?*

*Who are the beneficiaries of the Services? [[5]](#footnote-6)*

1. COMMISSIONING, CONTRACTING, ACCESS

***Commissioning Arrangements***

*Set out what arrangements will be in place in relation to Lead Commissioning/Joint (Aligned) commissioning. How will these arrangements work?*

 **Contracting Arrangements**

*Insert the following information about the Individual Scheme:*

relevant contracts

arrangements for contracting. Will terms be agreed by both partners or will the Lead *Partner* have authority to agree terms

*what contract management arrangements have been agreed?*

*What happens if the Agreement terminates? Can the partner terminate the Contract in full/part?*

*Can the Contract be assigned in full/part to the other Partner?*

 ***Access***

*Set out details of the Service Users to whom the Individual Scheme relates. How will individuals be assessed as eligible.*

1. FINANCIAL CONTRIBUTIONS

Financial Year 201…./201

|  | CCG contribution  | Council Contribution |
| --- | --- | --- |
| Non-Pooled Fund A  |  |  |
| Non-Pooled Fund B  |  |  |
| Non-Pooled Fund C  |  |  |
| Pooled Fund X  |  |  |
| Pooled Fund Y |  |  |

Financial Year 201…./201

|  | CCG contribution  | Council Contribution |
| --- | --- | --- |
| Non-Pooled Fund A  |  |  |
| Non-Pooled Fund B  |  |  |
| Non-Pooled Fund C  |  |  |
| Pooled Fund X  |  |  |
| Pooled Fund Y |  |  |

Financial resources in subsequent years to be determined in accordance with the Agreement

1. FINANCIAL GOVERNANCE ARRANGEMENTS

*[(1) As in the Agreement with the following changes:*

*(2) Management of the Pooled Fund*

*If there is a Pooled Fund in respect of the Individual Scheme set out the protocol in respect of the pooled Fund.*

*(3) Audit Arrangements*

*What Audit arrangements are needed?*

*(4) Financial Management*

*Which financial systems will be used?*

*What monitoring arrangements are in place?*

*Who will produce monitoring reports?*

*What is the frequency of monitoring reports?*

*What are the rules for managing overspends?*

*Do budget managers have delegated powers to overspend?*

*Who is responsible for means testing?*

*Who will own capital assets?*

*How will capital investments be financed?*

*What management costs can legitimately be charged to pool?*

*What re the arrangement for overheads?*

*What closure of accounts arrangement need to be applied?]*[[6]](#footnote-7)

1. VAT

*Set out details of the treatment of VAT in respect of the Individual Scheme consider the following:*

* *Which partner’s VAT regime will apply?*
* *Is one partner acting as ‘agent’ for another?*
* *Have partners confirmed the format of documentation, reporting and*
* *accounting to be used?*
1. [GOVERNANCE ARRANGEMENTS

*Is there a Scheme Lead*

*Will there be a relevant Committee/Board/Group that reviews this Individual Scheme?*

*Who does that group report to?*

*Who will report to that Group?*

1. NON FINANCIAL RESOURCES

**Council contribution**

|  | Details  | Charging arrangements[[7]](#footnote-8)  | Comments |
| --- | --- | --- | --- |
| Premises |  |  |  |
| Assets and equipment |  |  |  |
| Contracts  |  |  |  |
| Central support services |  |  |  |

**CCG Contribution**

|  | Details  | Charging arrangements[[8]](#footnote-9)  | Comments |
| --- | --- | --- | --- |
| Premises |  |  |  |
| Assets and equipment |  |  |  |
| Contracts  |  |  |  |
| Central support services |  |  |  |

1. STAFF

*Consider:*

* *Who will employ the staff in the partnership?*
* *Is a TUPE transfer secondment required?*
* *How will staff increments be managed?*
* *Have pension arrangements been considered?*

**Council staff to be made available to the arrangements**

*Please make it clear if these are staff that are transferring under TUPE to the CCG.*

*If the staff are being seconded to the CCG this should be made clear*

**CCG staff to be made available to the arrangements**

*Please make it clear if these are staff that are transferring under TUPE to the Council.*

*If the staff are being seconded to the Council this should be made clear.*

1. ASSURANCE AND MONITORING

*Set out the assurance framework in relation to the Individual Scheme. What are the arrangements for the management of performance? Will this be through the agreed performance measures in relation to the Individual Scheme.*

*In relation to the Better Care Fund you will need to include the relevant performance outcomes. Consider the following:*

* *What is the overarching assurance framework in relation to the Individual Scheme?*
* *Has a risk management strategy been drawn up?*
* *Have performance measures been set up?*
* *Who will monitor performance?*
* *Have the form and frequency of monitoring information been agreed?*
* *Who will provide the monitoring information? Who will receive it?*
1. LEAD OFFICERS

| Partner | Name of Lead Officer | Address | Telephone Number | Email Address | Fax Number |
| --- | --- | --- | --- | --- | --- |
| Council  |  |  |  |  |  |
| CCG |  |  |  |  |  |

1. INTERNAL APPROVALS
* *Consider the levels of authority from the Council’s Constitution and the CCG’s standing orders, scheme of delegation and standing financial instructions in relation to the Individual Scheme;*
* *Consider the scope of authority of the Pool Manager and the Lead Officers*
* *Has an agreement been approved by cabinet bodies and signed?*
1. RISK AND BENEFIT SHARE ARRANGEMENTS

*Has a risk management strategy been drawn up?*

*Set out arrangements, if any, for the sharing of risk and benefit in relation to the Individual Scheme.*

1. REGULATORY REQUIREMENTS

*Are there any regulatory requirements that should be noted in respect of this particular Individual Scheme?*

1. INFORMATION SHARING AND COMMUNICATION

*What are the information/data sharing arrangements?*

*How will charges be managed (which should be referred to in Part 2 above)*

*What data systems will be used?*

*Consultation – staff, people supported by the Partners, unions, providers, public, other agency*

*Printed stationary*

1. DURATION and EXIT STRATEGY

*What are the arrangements for the variation or termination of the Individual Scheme.*

*Can part/all of the Individual Scheme be terminated on notice by a party? Can part/all of the Individual Scheme be terminated as a result of breach by either Partner?*

*What is the duration of these arrangements?*

*Set out what arrangements will apply upon termination of the Individual Service, including without limitation the following matters addressed in the main body of the Agreement*

*(1) maintaining continuity of Services;*

*(2) allocation and/or disposal of any equipment relating to the Individual Scheme;*

*(3) responsibility for debts and on-going contracts;*

*(4) responsibility for the continuance of contract arrangements with Service Providers (subject to the agreement of any Partner to continue contributing to the costs of the contract arrangements);*

*(5) where appropriate, the responsibility for the sharing of the liabilities incurred by the Partners with the responsibility for commissioning the Services and/or the Host Partners.*

*Consider also arrangements for dealing with premises, records, information sharing (and the connection with staffing provisions set out in the Agreement.*

1. OTHER PROVISIONS

Consider, for example:

* *Any variations to the provisions of the Agreement*
* *Bespoke arrangements for the treatment of records*
* *Safeguarding arrangements*

SCHEDULE 3 – individual Scheme specificationS for 2016/2017

The Partners have agreed the following Individual Schemes for 2016/2017 and agreed Scheme Specifications as annexed to this Schedule:

[Insert list of Individual Schemes agreed for 2016/2017 and if this previously contained the financial split between schemes then include the updated finances too. ]

SCHEDULE 4 – Governance

*[To be populated where the Partners have agreed changes to the Governance Arrangements previously set out in Schedule 2 (Governance)]*

SCHEDULE 5 - Financial and RISK SHARing ARRANGEMENTS

*[To be populated in accordance with local agreement over amendments to the existing risk sharing arrangements set out in Schedule 3 (Risk Share and Overspends)]*

*If this schedule previously set out Financial Contributions then the agreed contribution for 2016/2017 should be included here.*

*We suggest including information here in relation to:*

* *How Financial Contributions will be made*
* *How Risk Share will work*
* *Overspend arrangements*
* *Underspend arrangements*

*(see draft Framework agreement and Explanatory Memorandum for more information as to what to include in this Schedule.)*

SCHEDULE 6 – other Amendments

[include here any amendments to any other Schedules that the Partners have agreed.

1. This may be limited by service line –i.e. individuals with a diagnosis of dementia. There is also a significant issue around individuals who are the responsibility of the local authority but not the CCG and Vice versa. [↑](#footnote-ref-2)
2. We note that some of the information overlaps with the information that is included in the main body of Agreement, however, we consider it is appropriate that this is considered for each Scheme in order to determine whether the overarching arrangements should apply. [↑](#footnote-ref-3)
3. Are these to be provided free of charge or is there to a charge made to a relevant fund. Where there are aligned budgets any recharge will need to be allocated between the CCG Budget and the Council Budget on such a basis that there is no “mixing” of resources [↑](#footnote-ref-4)
4. Are these to be provided free of charge or is there to a charge made to a relevant fund. Where there are aligned budgets any recharge will need to be allocated between the CCG Budget and the Council Budget on such a basis that there is no “mixing” of resources [↑](#footnote-ref-5)
5. This may be limited by service line –i.e. individuals with a diagnosis of dementia. There is also a significant issue around individuals who are the responsibility of the local authority but not the CCG and Vice versa See note [ ] above [↑](#footnote-ref-6)
6. We note that some of the information overlaps with the information that is included in the main body of Agreement, however, we consider it is appropriate that this is considered for each Scheme in order to determine whether the overarching arrangements should apply. [↑](#footnote-ref-7)
7. Are these to be provided free of charge or is there to a charge made to a relevant fund. Where there are aligned budgets any recharge will need to be allocated between the CCG Budget and the Council Budget on such a basis that there is no “mixing” of resources [↑](#footnote-ref-8)
8. Are these to be provided free of charge or is there to a charge made to a relevant fund. Where there are aligned budgets any recharge will need to be allocated between the CCG Budget and the Council Budget on such a basis that there is no “mixing” of resources [↑](#footnote-ref-9)