Report for: Cabinet Member Signing – 31 March 2022

Title: Section 75 NHS Act 2006 Health and Social Care Lead Commissioning and Pooled Funds Partnership Agreement between the Council and NCL CCG

Report authorised by: Charlotte Pomery, Assistant Director Commissioning

Lead Officer: Charlotte Pomery, Assistant Director Commissioning

Ward(s) affected: All

Report for Key/ Non Key Decision: Key Decision

1. Describe the issue under consideration

1.1 Haringey Council (the Council) and North Central London Clinical Commissioning Group (the CCG) have had in place since March 2017 a model of commissioning and pooled budgets supported by a partnership agreement under S.75 of the National Health Services Act 2006. The partnership agreement sets out shared outcomes and objectives, and contains detailed schedules enabling:

i. Lead commissioning for specified care groups
ii. Pooled budgets for specified care groups

1.2 The partnership agreement acts as a framework for a range of schedules, which has allowed flexibility and adaptability and ensured that the commissioning and pooled budgets in place meet local need. The partnership agreement was initially in place for five years with the option to extend for a further two years. As the agreement expires at the end of March 2022, this report proposes use of the further 2 year extension period.

2. Cabinet Member Introduction

2.1 N/A

3. Recommendations

3.1 Cabinet is asked:

3.1.1 To approve the extension of the existing Section 75 Partnership Agreement between the Council and the CCG (Section 75 NHS Act 2006 Health and Social Care Lead Commissioning and Pooled Funds Partnership Agreement between the Council and NCL CCG) which provides for lead commissioning and pooled budgets across a range of schedules.

3.1.2 To delegate to the Assistant Director for Commissioning, after consultation with the Lead Member for Health, Social Care and Well-Being, the authority to finalise and agree the terms of the extension.

4. Reasons for decision

4.1 The s. 75 Partnership Agreement has supported greater levels of integration between the NHS and the Council by enabling lead commissioning and pooled budgets across partners within a strategic framework as set out in the National Health Services Act 2006.

4.2 It remains the case that over the past five years of the Partership Agreement's operation, local residents have continued to call for integration of health and care provision locally to support a better experience and to improve outcomes. By focusing on arrangements for pooling funding and integrating commissioning, the s. 75 Partnership Agreement already in place has enabled fuller integration creating greater strategic coherence to the joint work being developed. The Partnership Agreement in and of itself does not lead to changes to models of service delivery and any consultation on any redesigned services has taken place separately.

4.3 The s. 75 Partnership Agreement will expire if the extension is not put in plae, which would undermine the joint approaches which continue to be developed as part of the work to create an Integrated Care System and a local Place-based Partnership in line with the Health and Care Bill, currently making its way through Parliament. The vision set out in the Partnership Agreement aligns with the focus on integration at both place and system indicated in the Bill's current provisions and both signatories support the proposed extension.

5. Alternative options considered

5.1 Consideration was given by officers to allowing the s. 75 Partnership Agreement to lapse at the end of its current term, in March 2022. This approach, however, would risk the joint arrangements and increasing drive towards greater integration reflected by both local working patterns and national policy.

5.2 Consideration was also given to a deeper strategic review of the s. 75 Partnership Agreement currently in place, but as the Government in its recently published Integration White Paper has committed to a review of the legislation covering pooled budgets (ie section 75 NHS Act) it is felt that a wider review could risk being out of kilter with the government's approach.

6. Background information

6.1 The s. 75 Partnership Agreement has served a very necessary purpose in providing the framework for enabling the CCG and the Council to work together in a more joined up way – and paved the way for more joined up working across the NHS too. The approach taken was an ambitious one, which is borne out by the current policy imperatives to work more closely together across the NHS and local government and to build better health and wellbeing outcomes for local residents.

6.2 These policy imperatives are set out in key documents which shape the policy landscape for health, care and integration, which itself is currently undergoing significant change. These documents provide a framework for change and innovation built on the NHS Long Term Plan which set out ambitions for more joined up approaches from a resident and service redesign perspective. The three key policy documents are the Health and Care Bill, the Integration White Paper and Building Back Better, the Adult Social Care Reform White Paper. Each of them has at its heart greater integration, a committed focus to addressing health inequalities and meaningful participation of residents, users and patients in the services affecting them. Locally, the establishment of a North Central London Integrated Care System and a Haringey Place Partnership through the Health and Wellbeing Board will both be visible manifestations of the most recent developments. These models commit partners to working together in a genuinely integrated way to achieve better outcomes for residents and to achieve cost efficiencies in our approach.

6.3 The vision and outcomes in the Partnership Agreement continue to be relevant for local partners, notably the focus on improving health and care outcomes, addressing health inequalities and investing in prevention and early intervention.

6.4 The Schedule attached at Appendix 2 sets out the funding patterns for 2021/2022 which will act as the baseline for future spending against the s. 75 Partnership Agreement going forward. In summary, the Council's contribution is £67, 509, 204 and for the CCG is £82, 762, 701 and the Schedule details how these contributions are to be spent proportionately across the partnership.

7. Contribution to strategic outcomes

7.1 These proposals support Haringey's Borough Plan 2019 – 2023 to improve health and wellbeing outcomes for local residents and are also in line with current national policy and legislation furthering integration between the NHS and local government.

8. Statutory Officer comments (Director of Finance (including procurement), Head of Legal and Governance, Equalities)

8.1 Finance

8.1.1 This report is seeking the approval of Cabinet to extend the partnership agreement between the Council and the CCG. The original partnership agreement from March 2017 expires at 31st March 2022, and this report proposes use of the further 2 year extension period until 31st March 2024.

8.1.2 The total budget in 2021/22 is £149.3m which comprises of £81.8m and £67.5m contribution from the CCG and LBH respectively.

S75 Budget	2021/22

	£m
Gross CCG Contribution	81.8
Gross LBH Contribution	67.5
Total Budget	149.3

8.1.3 Funding will be met from a combination of CCG contribution and the Council's reveneue budget within Adults and Health. This will contribute to meet the allocated expenditure within the S.75 arrangements over the financial year 2021/22.

8.2 Legal

8.2.1 Under Section 75 of the NHS Act 2006 and associated regulations, CCGs and local authorities can enter into partnership agreements that allow for lead commissioning, pooled budget and integrated provision where this will likely lead to an improvement in the way functions are discharged. The partnership agreement between the Council and the CCG includes provision for the extension of the agreement for "further period(s) of two (2) years provided that the aggregate of all such extensions does not exceed four (4) years (Clause 3)".

8.3 Procurement

8.3.1 Strategic Procurement notes the contents of this report and supports the recommendations

8.4 Equalities

8.4.1 The council has a Public Sector Equality Duty under the Equality Act (2010) to have due regard to the need to:

- Eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act
- Advance equality of opportunity between people who share protected characteristics and people who do not
- Foster good relations between people who share those characteristics and people who do not

8.4.2 The three parts of the duty apply to the following protected characteristics: age, disability, gender reassignment, pregnancy/maternity, race, religion/faith, sex and sexual orientation. Marriage and civil partnership status applies to the first part of the duty.

8.4.3 Although it is not enforced in legislation as a protected characteristic, Haringey Council treats socioeconomic status as a local protected characteristic.

8.4.4 The proposed decision is to extend the existing S. 75 Partnership Agreement between the Council and the CCG which provides for lead commissioning and pooled budgets across a range of schedules

8.4.5 The s. 75 Partnership Agreement has served a very necessary purpose in providing the framework for enabling the CCG and the Council to work together in a more joined up way with a committed focus to addressing health inequalities and meaningful participation of residents, users and patients in the services affecting them.

8.4.6 For residents with protected characteristics, this approach will therefore seek to advance equality of opportunity, eliminate discrimination and foster good relations.

9. Use of Appendices

9.1 Appendix 1 contains the s. 75 partnership agreement.

9.2 Appendix 2 contains the Schedule of payments for 2021/2022 to support the Agreement.

10. Local Government (Access to Information) Act 1985

Not applicable.

Appendix 1

DATED **1st March 2017**

SECTION 75 OF THE NATIONAL HEALTH SERVICE ACT 2006 PARTNERSHIP AGREEMENT

BETWEEN

THE LONDON BOROUGH OF HARINGEY

AND

HARINGEY CLINICAL COMMISSIONING GROUP

FOR THE COMMISSIONING OF LEARNING DISABILITY SERVICES, ADULT MENTAL HEALTH SERVICES, CHILDREN AND ADOLESCENT MENTAL HEALTH SERVICES, INDEPENDENT DOMESTIC VIOLENCE ADVOCACY AND THE IDENTIFICATION AND REFERRAL TO INCREASE SAFETY SERVICES AND BETTER CARE FUND SERVICES AND OTHER AGREED SERVICES

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<u>Part 2</u> **Schedule of Agreed Services**

SECTION 75 OF THE NATIONAL HEALTH SERVICE ACT 2006
PARTNERSHIP AGREEMENT

between

LONDON BOROUGH OF HARINGEY

and

HARINGEY CLINICAL COMMISSIONING GROUP

Commencing 1st March 2017

PART 1

Preamble

THIS IS AN AGREEMENT BETWEEN

(1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of River Park House, 225 High Road, Wood Green, London N22 8HQ (referred to herein as "the Council")

and

(2) **THE HARINGEY CLINICAL COMMISSIONING GROUP** (known as Haringey CCG) of River Park House, 225 High Road, Wood Green, London N22 8HQ (referred to herein as "the CCG")

BACKGROUND

(A) The Council is a Local Authority and by virtue of section 2 of the Local Authority Social Services Act 1970 the Council is responsible for the provision of social care services for adults and children who are ordinarily resident in its area.

(B) The CCG is established under the Health and Social Care act 2012 and is responsible for commissioning services to meet the health needs of persons who are patients of the providers of primary medical services in the area of the CCG.

(C) Section 82 of the National Health Service Act 2006 requires Local Authorities including the Council and NHS bodies including the CCG, when exercising their respective functions, to co-operate to secure and advance the health and welfare of people of England and Wales.

(D) The Council and the CCG ("Partners") have agreed, pursuant to Section 75 of the National Health Service Act 2006 and NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 to enter into this overarching Partnership Agreement which currently provides for:

i) The Partners to establish and maintain a pooled fund and lead commissioning arrangements for the commissioning of learning disability services for adults who are resident in the

London Borough of Haringey (described in Part 2 Schedule 1 of this Partnership Agreement);

ii) The Partners to establish and maintain a pooled fund and lead commissioning arrangements for the commissioning of adult mental health services for resident in the London Borough of Haringey (described in Part 2 Schedule 2 of this Partnership Agreement);

iii) The Partners to establish and maintain a pooled fund and lead commissioning arrangements for the commissioning of long term conditions and older people's services, including those identified in the Better Care Fund Plan dated June 2016, for adults who are resident in the London Borough of Haringey (described in Part 2 Schedule 3 of this Partnership Agreement);

iv) The Partners to establish and maintain a pooled fund and joint commissioning for the commissioning of child and adolescent mental health services for the residents of the London Borough of Haringey (described in Part 2 Schedule 4 of this Partnership Agreement); and

v) The Partners to establish and maintain lead commissioning arrangements for the commissioning of the Independent Domestic Violence Advocacy Service and the Identification and Referral to Increase Safety Service for the residents of the London Borough of Haringey (described in Part 2 Schedule 5 of this Partnership Agreement).

(E) The Services and functions that the Partners have agreed to be delivered under this Section 75 Partnership Agreement are set out in the Schedules in Part 2 of this Agreement. As the Partners develop further partnership arrangements, the Schedules may be varied or supplemented to include other services which the Partners consider would be better provided through the partnership arrangements under this Agreement.

(F) The Partners are satisfied that the Partnership Arrangements are likely to lead to an improvement in the way in which their functions are exercised in relation to the provision for and meeting care and support needs and health services and the management of associated funds.

(G) The Partners are satisfied that the Partnership Arrangements are likely to further the shared objectives of reducing health inequalities and improving health and wellbeing and that these arrangements contribute to fulfilment of objectives set out in the Health and Wellbeing Strategy and Out of Hospital Strategies.

(H) The Partners have consulted such persons and/or bodies as appear to them to be affected by the Partnership Arrangements and in accordance with Regulation 4(2) of the Regulations.

(I) The Partnership Arrangements do not affect the liability of the Council or the CCG for the exercise of their respective functions, or any power or duty to recover charges for the provision of any services in the exercise of any Local Authority function.

(J) The Council is responsible for the resident population of Haringey and the CCG is responsible for the population who are registered with a General Medical Practitioner approved to operate within the boundaries of Haringey, and who are constituted members of the CCG. Appendix 2 lists the approved General Medical Practitioners who are constituted members of the CCG for the purposes of this Agreement.

(K) The provision of the Individual Services secured by the Pooled Fund, within the powers of the Council and the CCG, shall be limited to Eligible Service Users.

(L) The policies and guidance referred to within this document are current at time of the commencement of the agreement. Where such policies and guidance are updated or superseded, the agreement will be amended to reflect these changes. If new policy or guidance requires material changes to the Agreement, the Partners shall endeavour to vary the Agreement accordingly.

(M) The Council and the CCG have obtained the necessary consents and approvals to enter into this Agreement and the Partners have approved the terms and conditions of this Agreement.

SIGNATURES

THE SIGNATURES BELOW indicate complete and unconditional acceptance of all the above terms and conditions in Parts 2 and 3 of this Agreement by both *the Council* and the *CCG*.

Signed on behalf of

The Lord Mayor and Burgesses of the London borough of Haringey of, River Park House, 225 High Road, Wood Green, London N22 8HQ

by:

Zina Etheridge ……..

Deputy Chief Executive, London Borough of Haringey

on ……..

Signed on behalf of

NHS Haringey Clinical Commissioning Group (Haringey CCG) of River Park House, 225 High Road, Wood Green, London N22 8HQ

by:

Sarah Price ……

Chief Officer, Haringey Clinical Commissioning Group

on …….

IT IS AGREED AS FOLLOWS:

1 Definition and Interpretation

Definition

1.1. In this Agreement the following expressions will have the following meanings:

"the 2006 Act"	means the National Health Service Act 2006
"Agreement"	means this Agreement between the Council and the CCG comprising these terms and conditions, together with all Schedules and Appendices attached hereto
"Aims and Objectives"	has the meaning ascribed to it in Clause 4.3
"Aligned Fund"	means those monies available for the pooled budget in respect of an Individual Service, as specified in the relevant Schedule of Part 2, which are made up of separate Contributions by the Partners and out of which payments may be made by the Lead Commissioner towards expenditure incurred in the exercise of the Lead Commissioner Functions in respect of that Individual Service
"Aligned Fund Arrangements**"**	means the establishment and maintenance of Aligned Funds as described in Clause 6 (Aligned Fund Arrangements), Clause 10 (Financial Contributions), Clause 11 (Overspends and underspends) and Part 2
"Best Value Duty"	means the duty imposed on the Council by Section 3 of the Local Government Act 1999 in relation to, inter alia, any one (1) or more of the Services
"Bribery Act"	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance and codes of practice issued by the relevant Regulatory Body concerning the legislation
"Budget"	means the statement of total approved funds required to operate the Partnership

	Arrangements in any one Financial Year
"Clinical Commissioning Group"	means a clinical commissioning group established as a corporate body pursuant to Chapter A2 of Part 2 of the 2006 Act
"Commencement Date"	means 1st March 2017
"Contributions"	means the respective financial contributions of the Partners in accordance with Clause 5 (Pooled Fund Arrangements), Clause 10 (Financial Contributions) and Part 2, for use by the Lead Commissioner in connection with the Lead Commissioning of the Services in fulfilment of the Lead Commissioner Functions and in accordance with the terms of this Agreement
"Eligibility Criteria"	means the joint eligibility and assessment procedure criteria for an Individual Service as set out in Part 2
"Eligible Service Users"	means those residents of Haringey for whom the Council or CCG are responsible and who require the needs of an Individual Service(s) and who otherwise meet the Eligibility Criteria
"Excluded Functions"	means any exclusions set out in the Regulations
"Finance and Performance Partnership Board"	means the accountable body established by the Partners pursuant to Clause 12, being the group responsible for the Partnership Arrangements
"Financial Year"	means 1 April to 31 March
"Guidance"	means the guidance on partnership arrangements under section 75 of the 2006 Act published by the Department of Health
"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 Service"	means one of the constituent services set out in Part 2 which is allocated an Aligned Fund or

	Pooled Fund by the Partners and which together comprise the Services
"Individual Service Budget"	means the budget allocated by the Partners to an Individual Service
"Initial Term"	means the period of five (5) years commencing on the Commencement Date
"Joint Executive Team"	means the senior officers group established by the Partners pursuant to Clause 12, being the group responsible for overseeing the Partnership Arrangements
"Joint Finance and Commissioning Management Group"	means the lead commissioner and pooled fund manager group established by the Partners pursuant to Clause 12, being the group responsible for implementing the Partnership Arrangements
"Lead Commissioner"	means the Partner carrying out Lead Commissioning in respect of an Individual Service, as set out in Part 2, and, where a Pooled Fund is to be entered into in respect of such Individual Service (as identified in Part 2), the Partner who is responsible for the accounts and audit of such Pooled Fund (as described in Regulation 7(4) of the Regulations)
"Lead Commissioning"	means the mechanism by which the Lead Commissioner commissions the Services for both the Council and the CCG as further detailed in Part 2
"Lead Commissioner Functions"	means the Community Care Functions and the NHS Functions in relation to the provision of, or making arrangements for the provision of, the Services to meet the needs of the Eligible Service Users, but excluding the Excluded Functions
"Lead Commissioning Arrangements"	means the Lead Commissioning arrangements set out in this Agreement and more particularly described at Clause 7 (Lead Commissioner Arrangements) and Part 2
"Legislation"	means a statute, statutory provision or subordinate legislation

“NHS Functions”	means those functions of the CCG specified in Regulation 5 of the Regulations as are exercised in the provision of, or making arrangements for the provision of, the Services, excluding the Excluded Functions
“Nominated Commissioning Manager”	means the individual responsible for overseeing specific service programmes as set out in Part 2 in relation to the Partnership Arrangements, having been delegated this function by the Nominated Director
“Nominated Director”	means the individual referred to in Clause 5.8 being an officer of the Lead Commissioner responsible for managing the Pooled Fund(s) and Non Pooled Fund(s) on behalf of the Partners and submitting to the Partners quarterly reports and annual returns and other information, who may in turn delegate this function to the relevant Commissioning Manager for the Individual Service(s)
“Part 2”	means the Schedules of Part 2 of this Agreement which detail the Individual Services
“Partners”	means the Council and the CCG and “Partner” means either the Council or the CCG*;* the term includes the organisation(s), their employees, agents and sub-contractors
“Partnership Arrangements”	has the meaning ascribed to it in Clause 4.2
“Performance Measures”	means those performance measures in respect of the Partnership Arrangements, as set out in Part 2 or as otherwise agreed in writing by the Partners
“Pooled Fund”	means the pooled fund in respect of an Individual Service as set out in the relevant Schedule of Part 2, which is made up of Contributions by the Partners and out of which payments may be made by the Lead Commissioner towards expenditure incurred in the exercise of the Lead Commissioner Functions in respect of that Individual Service

"Pooled Fund Arrangements**"**	means the establishment and maintenance of Pooled Funds as described in Clause 5 (Pooled Fund Arrangements), Clause 10 (Financial Contributions), Clause 11 (Overspends and underspends) and Part 2
"Pooled Fund Manager**"**	shall have the meaning ascribed to it in Clause 5.14
Prohibited Acts:	the following constitute Prohibited Acts: (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority or the CCG a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; (c) committing any offence: (i) under the Bribery Act; (ii) under legislation creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the other Partner; or (iv) defrauding, attempting to defraud or conspiring to defraud the other Partner.
"Regulations**"**	means the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 (Statutory Instrument 2000 No. 617) and any amendments thereto and subsequent re-enactments thereof
"Representative"	a Partner's employee, agent or subcontractor and any employee of the other partner who is seconded to a partner and is acting in accordance with that Partner's instructions.
"Services"	means the Individual Services together

“Social Care Functions”	means the Council's health related functions specified in Regulation 6 of the Regulations in relation to the provision of, or making arrangements for the provision of, the Services, but excluding the Excluded Functions
“Working Days”	any day other than Saturday, Sunday, a public or bank holiday in England.

Interpretation

1.2 In this Agreement (except where the context otherwise requires):

1.2.1 Any reference to this Agreement includes all its Parts, Appendixes and Schedules of, or to, this Agreement which form part of this Agreement and will have effect as if set out in full in the body of this Agreement but not including the table of contents which is provided for convenience of reference only and will not be construed as part of this Agreement. ;

1.2.2 Any reference to a Schedule or an Appendix is to a Schedule or an Appendix of or to this Agreement;

1.2.3 Any reference to a clause is to a provision of this Agreement that is uniquely identifiable by a preceding number and clauses may be nested so that a clause may contain subordinate clauses each uniquely identifiable by a subordinate preceding number and any reference to a clause includes all other clauses nested within that clause;

1.2.4 Any reference to a paragraph is to a paragraph of a Schedule or an Appendix to this Agreement (as appropriate)*;*

1.2.5 **Any reference to Legislation will be construed as referring to such Legislation as amended and in force from time to time and to any Legislation which re-enacts or consolidates (with or without modification) any such Legislation provided that, unless the Partners agree otherwise, as between the Partners, no such amendment or modification will apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any Partner;**

1.2.6 **Any reference to a person or body will not be restricted to natural persons and will include natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);**

1.2.7 **Clause headings of all kinds including those that stand above, run into or appear to the side of clauses are provided for convenience of reference only and will not be construed as part of this Agreement or deemed to indicate the meaning of the clauses to which they relate or in any other way affect the interpretation of this Agreement or include the unique identifying numbers that precede every clause;**

1.2.8 **Where any conflict may arise between the provisions contained in this Agreement and any Schedules or other documents referred to herein, the provisions of this Agreement will prevail, except for any Legislation or other law or regulation which will prevail over the provisions of this Agreement;**

1.2.9 **Use of the singular will include the plural and use of the plural will include the singular;**

1.2.10 Use of any gender will include the other genders;

1.2.11 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms; and

1.2.12 References to a Partner, or any other person, includes a reference to that Partner's or person's successor and permitted assigns.

2. Duration of Agreement

2.1 This Agreement shall come into force on the Commencement Date and shall continue for the Initial Term (and such further period(s) as may be agreed by the Partners pursuant to Clause 3 (Extension of Partnership Agreement), unless terminated earlier in accordance with the terms of this Agreement.

3. Extension of Partnership Agreement

3.1 Subject to this being permissible under the then regime relating to public procurement in force in England and Wales, with effect from the end of the Initial Term of this Agreement, the Partners may extend the period of this Agreement in accordance with this Clause 3 for further period(s) of two (2) years provided that the aggregate of all such extensions does not exceed four (4) years.

Notice of Extension

3.2 Where a Partner wishes to extend the period of this Agreement pursuant to Clause 3.1, it shall serve not less than twelve (12) months' notice in writing (prior to the date this Agreement is due to expire) to this effect on the other Partner and that other Partner shall respond in writing within thirty (30) days of the date such notice is served as to whether it wishes to agree to such extension.

3.3 Where the Partner on whom the notice was served pursuant to Clause 3.2 agrees to the proposed extension, this Agreement shall continue on the same terms as existed on the day before the Agreement would otherwise have expired but for such extension.

3.4 Where the Partner on whom the notice was served pursuant to Clause 3.2 declines the proposed extension or fails to give a written response within thirty (30) days of the date the notice is served, this Agreement shall not be extended and shall expire at the end of the Agreement period then current, unless terminated earlier in accordance with the terms of this Agreement.

3.5 Extension notices pursuant to Clause 3.2 shall be served on:

3.5.1 The CCG: Chief Officer of NHS Haringey Clinical Commissioning Group.

3.5.2 The Council: Deputy Chief Executive

4. The Partnership Arrangements

4.1 The Partners wish to ensure that services for people with health, wellbeing and social care needs are planned, commissioned and provided in an integrated manner. The primary aim of this Agreement is to ensure the most cost-effective use of the combined resources of the Partners to address the health and care needs of people who are their responsibility.

4.2 The Partners have agreed that, with effect from the Commencement Date, the partnership arrangements are to comprise:

4.2.1 Lead commissioning and the establishment and maintenance of pooled fund for the commissioning of learning disability services for eligible adults resident in Haringey as set out in Part 2 Schedule 1 and in accordance with the terms of this Agreement;

4.2.2 Lead commissioning and the establishment and maintenance of a pooled fund for the commissioning of mental health

services for eligible adults resident in Haringey as set out in Part 2 Schedule 2 and in accordance with the terms of this Agreement;

4.2.3 Lead commissioning and the establishment and maintenance of a pooled fund for the commissioning of long term conditions and older people's services, including those services identified in the Better Care Fund 2016/17, for eligible adults resident in Haringey as set out in Part 2 Schedule 3 and in accordance with the terms of this Agreement

4.2.4 Joint commissioning and the establishment and maintenance of a pooled fund for the commissioning of child and adolescent mental health services for the residents of the London Borough of Haringey (described in Part 2 Schedule 4 of this Partnership Agreement);

4.2.5 Lead commissioning and the establishment and maintenance of a pooled fund for the commissioning of the Independent Domestic Violence Advocacy Service and the Identification and Referral to Increase Safety Service for eligible adults resident in Haringey as set out in Part 2 Schedule 5 and in accordance with the terms of this Agreement.

AIMS AND OBJECTIVES

4.3 The Partners' agreed aims and objectives of the commissioning arrangements (including for the purposes of Regulation 7(3) (a) of the Regulations) are to ensure that:

4.3.1 the commissioning of the Services is based on an agreed picture of needs rather than historical service configurations;

4.3.2 the commissioned Services present good value for money and best value;

4.3.3 the Services seek to promote emotional and physical good health and work to overcome social exclusion;

4.3.4 the Services are culturally competent in meeting the needs of people from black and minority ethnic communities;

4.3.5 a whole systems approach is taken to the commissioning and provision of the Services by preventing duplication of such services and to make more effective use of the current resources (e.g. integrated care pathways);

4.3.6 robust arrangements to collect performance management information are established and maintained and that the information is used to evaluate performance against targets, monitoring both the effectiveness of the commissioning process and the commissioned Services.

4.3.7 It should be noted that further aims and objectives specific to individual services are set out in Part 2.

4.4 Nothing in this Agreement shall affect the liabilities of the Partners to any third parties for the exercise of their respective functions and performance of their respective obligations.

4.5 On entering into this Agreement, the Partners shall jointly give notification of this Agreement to the Health and Social Care Joint Unit of the Department of Health. The notification shall be in the form annexed hereto as Appendix 3 (Form of Notification to the Department of Health), subject to such amendments as may be agreed in writing between the Partners. The Partners shall arrange for such notification to be updated on an annual basis, so as to reflect any variations to this Agreement.

4.6 The Partners may agree to enter into arrangements for the joint commissioning of system-wide initiatives. The terms of any such agreement will be set out in writing by way of a variation to this Agreement, or in a separate written agreement between the Partners.

5 Pooled Fund Arrangements

5.1 The Partners agree that this Clause 5 shall apply where Pooled Funds are to be used in respect of an Individual Service as allowed for in Part 2.

5.2 The Partners acknowledge that they are entering into the Pooled Fund Arrangements pursuant to section 75(2)(a) of the 2006 Act and Regulation 7 of the Regulations. The Partners hereby agree that with effect from the Commencement Date they shall establish and thereafter during the period of this Agreement maintain a Pooled Fund for revenue expenditure in respect of the relevant Individual Service (the "**Pooled Fund Functions**") in accordance with the terms of this Agreement, the Partners being satisfied that the Pooled Fund Functions are a combination of NHS Functions and Social Care Functions.

5.3 The Partners agree to develop an annual Joint Strategy and Savings plan to ensure that there is transparency over the budgets, investments and savings in respect of the relevant pooled and aligned funds.

Partner Contributions

The Partners shall make Contributions annually to each Pooled Fund. The Contribution to each Pooled Fund of each Partner shall, for the first Financial Year of the Partnership Arrangements be as set out in the relevant Schedule of Part 2, and thereafter shall be determined in accordance with Clause 10 (Financial Contributions) of this Agreement and the relevant Schedule of Part 2. The Partners may agree in writing that further services become included in the Pooled Fund Functions for meeting the needs of Eligible Service Users where the additional services meet the Aims and Objectives.

5.5 The persons in respect of which the Pooled Fund Functions may be exercised shall be the Eligible Service Users.

5.6 The agreed aims and outcomes of the Pooled Fund Arrangements shall be the Aims and the Objectives respectively.

Host Partner Responsibilities

5.7 The “host partner” for the purposes of the Regulations for each Pooled Fund shall be the Lead Commissioner. The Lead Commissioner will comply in all respects with the Regulations, the Guidance and any other relevant laws, regulations or guidance in the exercise of its functions as “host partner”.

5.8 The obligations of the Lead Commissioner as “host partner” pursuant to the Regulations shall be deemed to have been fulfilled if such reports, returns and information as are referred to therein are submitted to the Joint Executive Team (or successor body) by the Nominated Director or Nominated Commissioning Manager in accordance with the timings set out in the Regulations.

5.9 The standing orders and standing financial instructions of the Lead Commissioner as notified to the other Partner from time to time shall apply to the management of the Pooled Fund.

5.10 The Lead Commissioner shall be responsible for establishing the necessary financial and administrative support to enable the effective efficient management and effective monitoring and audit of the Pooled Fund.

5.11 The Lead Commissioner shall also be responsible for establishing appropriate accounting arrangements for any Contributions transferred by the other Partner to enable effective monitoring and audit, and to comply with all relevant NHS or local authority guidance, including without limitation those relating to controls assurance. These arrangements shall comply with the relevant partner’s standing orders and rule so as to be within vires of that partner’s Constitution.

5.12 The Lead Commissioner shall provide such information as deemed necessary by the Partners and the Joint Executive Team to enable such effective monitoring and reporting.

5.13 The Lead Commissioner shall provide the other Partner with the necessary information it requires to meet the other Partner's controls assurance requirements.

Pooled Fund Manager's Responsibilities

5.14 The Lead Commissioner shall appoint the Nominated Commissioning Manager as the "pooled fund manager" for the purposes of the 7(4) of the Regulations for each of the Pooled Funds in respect of each Individual Service (the "**Pooled Fund Manager**") and the Pooled Fund Manager will be responsible for:

5.14.1 effectively and efficiently managing the Pooled Fund on behalf of the Partners*;*

5.14.2 authorising payments from the Pooled Fund in accordance with the Pooled Fund Functions and description of the Individual Services, as set out in the Schedules at Part 2;

5.14.3 submitting at a minimum quarterly reports and annual returns in timescales agreed by the Joint Executive Team on the relevant Pooled Fund in accordance with the Guidance and the Regulations and setting out in detail the income and expenditure from the Pooled Fund and other information by which the Joint Executive Team can monitor the use and effectiveness of the Pooled Fund;

5.14.4 ensuring that actions taken in respect of the relevant Pooled Fund are in line with the annual Joint Strategy and Savings Plan

5.14.5 ensuring that management arrangements and reporting for the Pooled Fund comply with audit requirements.

5.15 The Pooled Fund Manager shall be responsible for managing the Budget of the Pooled Fund and forecasting and reporting to the Joint Executive Team upon the targets and information in accordance with the relevant Schedule of Part 2 and any Performance Measures or further targets which the Partners may agree from time to time. Reporting will include progress against the agreed Services objectives plus information on actual or likely overspends and underspends, this to include monthly reporting in the case of any variances of or in excess of plus or minus 1% of an agreed Budget.

5.16 Where the Partners agree in writing, and in accordance with the terms of this Agreement, the Partners may be jointly responsible (in the proportions of their respective Contributions to the Pooled Fund for the current Financial Year) for any costs, claims, expenses or liabilities in excess of the Pooled Fund at any time incurred.

5.17 The Partners will provide whatever information is deemed necessary to enable effective auditing of the Pooled Fund. The Lead Commissioner will arrange for the audit of the accounts of the Pooled Fund Arrangements each year and will require the Audit Commission (or successor body) to make arrangements to certify an annual return of those accounts under section 28(1) (d) of the Audit Commission Act 1998.

Use of Pooled Funds

5.18 The monies in the Pooled Funds:

5.18.1 may be expended on the Functions in such proportions as the Partners shall agree is necessary to undertake the Lead Commissioner Functions and to procure or otherwise provide the Services;

5.18.2 shall be spent in accordance with any restrictions agreed in writing between the Partners from time to time; and

5.18.3 are specific to the Partnership Arrangements and shall not be used for any other purpose.

6. Aligned Fund Arrangements

6.1 The Partners agree that this Clause 6 shall apply where Aligned Funds are to be used in respect of an Individual Service as identified in Part 2.

6.2 The Partners hereby agree that with effect from the Commencement Date they shall establish and thereafter during the period of this Agreement maintain an Aligned Fund for revenue expenditure incurred in the exercise of the Lead Commissioner Functions in respect of the relevant Individual Service (the "**Aligned Fund Functions**") in accordance with the terms of this Agreement, the Partners being satisfied that the Aligned Fund Functions are a combination of NHS Functions and Social Care Functions.

Partners Contributions

6.3 The Partners shall make Contributions annually to each Aligned Fund. The Contribution to each Aligned Fund of each Partner shall, for the first Financial Year of the Partnership Arrangements be as set out in the relevant Schedule of Part 2, and thereafter shall be determined in accordance with Clause 10 (Financial Contributions) of this Agreement and the relevant Schedule of Part 2. The Partners may agree in writing that further services become included in the Aligned Fund Functions for meeting the needs of Eligible Service Users where the additional services meet the Aims and Objectives.

6.4 The persons in respect of which the Aligned Fund Functions may be exercised shall be the Eligible Service Users.

6.5 The agreed aims and outcomes of the Aligned Fund Arrangements shall be the Aims and the Objectives respectively.

6.6 The standing orders and standing financial instructions of the Lead Commissioner as notified to the other Partner from time to time shall apply to the management of the Aligned Fund.

Lead Commissioner Responsibilities

6.7 The Lead Commissioner shall be responsible for establishing the necessary financial and administrative support to enable the effective efficient management and effective monitoring and audit of the Aligned Fund.

6.8 The Lead Commissioner shall also be responsible for establishing appropriate accounting arrangements for any Contributions transferred by the other Partner to enable effective monitoring and audit, and to comply with all relevant NHS or local authority guidance, including without limitation those relating to controls assurance. These arrangements shall comply with the relevant partner's standing orders and rule so as to be within vires of that partners Constitution.

6.9 The Lead Commissioner shall provide such information as deemed necessary by the Partners and the Joint Executive Team (or successor body) to enable such effective monitoring and reporting.

6.10 The Lead Commissioner shall provide the other Partner with the necessary information it requires to meet the other Partner's controls assurance requirements.

Nominated Commissioning Manager Responsibilities

6.11 The Lead Commissioner shall appoint the Nominated Commissioning Manager as the manager for each of the Aligned Funds in respect of each Individual Service Manager will be responsible for:

6.11.1 effectively and efficiently managing the Aligned Fund on behalf of the Partners*;*

6.11.2 ensuring that actions taken in respect of the relevant Aligned Fund are in line with the annual Joint Strategy and Savings Plan

6.11.3 authorising payments from the Aligned Fund in accordance with the Aligned Fund Functions and description of the Individual Services, as set out in the Schedules at Part 2;

6.11.3 setting out in detail the income and expenditure from the Aligned Fund and other information by which the Joint Executive Team can monitor the use and effectiveness of the Aligned Fund;

6.11.4 ensuring that management arrangements and reporting for the Aligned Fund comply with audit requirements.

6.12 The Nominated Commissioning Manager shall be responsible for managing the Budget of the Aligned Fund and forecasting and reporting to the Joint Executive Team upon the targets and information in accordance with the relevant Schedule of Part 2 and any Performance Measures or further targets which the Partners may agree from time to time. Reporting will include progress against the agreed Services objectives plus information on actual or likely overspends and underspends, this to include monthly reporting in the case of any variances of or in excess of plus or minus 1% of an agreed Budget.

6.13 Where the Partners agree in writing, and in accordance with the terms of this Agreement, the Partners may be jointly responsible (in the proportions of their respective Contributions to the Aligned Fund for the current Financial Year) for any costs, claims, expenses or liabilities in excess of the Aligned Fund at any time incurred.

7. Lead Commissioner Arrangements

7.1 The Partners agree that with effect from the Commencement Date the Partners shall enter into Lead Commissioning Arrangements, as set out in Part 2, in accordance with this Agreement, the Regulations and the Guidance. For each Individual Service, the Partner which shall be the Lead Commissioner and shall exercise the NHS Functions in conjunction with the Social Care Functions will be identifed in the relevant Schedule of Part 2.

7.2 The persons in respect of whom the Lead Commissioner may carry out Lead Commissioning shall be the Eligible Service Users.

7.3 The agreed aims and outcomes of the Lead Commissioner Arrangements shall be the Aims and the Objectives.

7.4 The Lead Commissioner shall in performing the Lead Commissioner Functions comply with the requirements of this Agreement, the Regulations, the Guidance and any other relevant laws, regulations or other governmental guidance.

7.5 Excluding any of the Services which are commissioned from a Pooled Fund, the Lead Commissioner may only commission Services under the NHS Function from the CCG's Contributions for the relevant Individual Service and under the Community Care Function from the Council's Contributions for the relevant Individual Service.

7.6 The Lead Commissioner shall, subject to the provisions relating to overspends and underspends in Clause 11 below, only commission Individual Services using funds from the corresponding Individual Service Budget.

7.7 The Nominated Commissioning Manager for each Individual Service or her delegated representative shall be the person responsible for tendering contracts for that Individual Service with any appropriate providers on behalf of the Partners. All contracts or service level agreements for jointly commissioned services will be entered into in the name of and executed by the Lead Commissioner.

7.8 Where the Council is the Lead Commissioner, it shall ensure that all contracts that include provision to commission the Services under the NHS Functions shall include a provision that those parts of contracts which relate to the commissioning of the Services under the NHS Function shall upon expiry or termination of this Agreement either expire or terminate or, at the sole option of the CCG, be assigned from the Council to the CCG upon the same terms mutatis mutandis as the original contract.

7.9 Where the CCG is the Lead Commissioner, it shall ensure that all contracts that include provision to commission the Services under the Community Care Function shall include a provision that those parts of contracts which relate to the commissioning of the Services under the Local Authority Function shall upon expiry or termination of this Agreement either expire or terminate or, at the sole option of the Council, be assigned from the CCG to the Council upon the same terms mutatis mutandis as the original contract.

8. Staffing Arrangements

8.1 In the event that upon commencement of this Agreement, during the term of this Agreement or upon termination or expiry of all or part of this Agreement, the Transfer of Undertakings (Protection of Employment) Regulations 2006 (the "**Regulations**") are determined or alleged to apply, then the Partners will be entitled to rely upon the following indemnities:

Indemnities in favour of the Transferee

8.1.1 The Partner from whom employees will transfer pursuant to the Regulations (the "**Transferor**") shall indemnify and hold harmless the Partner to whom employees will transfer pursuant to the Regulations (the "**Transferee**") against any liabilities or claims that the Transferee incurs or suffers from relating to:

8.1.1.1 any determination or allegation that the employment of any of the Transferor's employees transfers to the Transferee pursuant to the Regulations in connection with the operation of this Agreement (including in respect of any claims under the Regulations by or on behalf of the transferring employees, or in respect of any claims relating to the employment of termination of employment of the transferring employees, whether arising prior to, on or after the transfer date (including, without limitation, any unfair

dismissal liabilities or any liabilities relating to pension rights and obligations)); and

8.1.1.2 any act, fault or omission (or any alleged act, fault or omission) of the Transferor in relation to any employee or former employee of the Transferor whether arising prior to or after the transfer date (including, without limitation, any unfair dismissal liabilities);

8.2 For the avoidance of doubt, there is intended to be no double recovery under the indemnities set out in Clause 8.1

8.3 The Partners may agree to the secondment of staff to carry out the Lead Commissioner Functions. The terms of any such agreement will be set out in writing by way of a variation to this Agreement, or in a separate written agreement between the Partners.

8.4 The Partners may agree to jointly appoint staff to carry out the Lead Commissioner Functions. The terms of any such agreement will be set out in writing by way of a variation to this Agreement, or in a separate written agreement between the Partners

9. Charging

9.1 The Council retains the power to charge Eligible Service Users for certain of its functions (and such functions shall be notified to the CCG) and it is agreed that in accordance with the Guidance the income therefrom shall be paid to the Council by the CCG subject to the Partners agreeing the functions and payments that relate to the Council's power to charge. Such sums received by the Council shall not form part its contribution to the Pooled Funds.

9.2 Nothing in this Agreement shall detract from the principle that NHS services are free at the point of delivery and may not be charged for.

9.3 The Partners may establish and maintain a charging policy and protocol to ensure that the delivery of health care through the performance of any NHS Functions pursuant to this Agreement shall remain free at the point of delivery whilst ensuring that effective procedures exist to facilitate the exercise by the Council of its charging function.

9.4 The Partners acknowledge that there may be occasions where an adjustment to the Pooled Funds is required to reflect the relationship between income (held outside of the Pooled Funds) and expenditure (within the Pooled Funds) where, for example, there are significant reductions or increases in activity leading to variations in income and expenditure.

9.5 Where a package of NHS Functions commissioned services and Social Care Functions commissioned services are being provided to an Eligible Service User and the Social Care Functions commissioned services are being charged, the Lead Commissioner will require that frontline assessment staff with responsibility for the care of the said Eligible Service User will explain to the Eligible Service User as early as practically possible that the NHS Functions commissioned services continue to be provided free to avoid any misunderstanding that the NHS Function commissioned services are being charged for.

10. Financial Contributions

10.1 The Partners shall no later than 1st April of each Financial Year during the period of this Agreement confirm their respective Contributions to each Pooled Fund for that Financial Year.

10.2 The Partners shall use their reasonable endeavours in each Financial Year during the period of this Agreement to agree draft Budgets by each 1st February for the following Financial Year.

10.3 The Contributions by the Council and by the CCG to the Pooled Funds and the Aligned Funds for the period from the Commencement Date to the end of the first Financial Year are set out in Part 2.

10.4 When determining the Partners' Contributions to the Pooled Funds and the Aligned Funds in Financial Years subsequent to the first Financial Year, it is the intention of the Partners, in normal circumstances, to apply the following principles of joint business planning to provide assurance about the adequacy of resources:

10.4.1 Identifying prevailing levels of activity and cost drivers for the services to be provided;

10.4.2 Identifying trends and other financial and non-financial factors likely to influence costs of the services;

10.4.3 Identifying the scope for securing efficiencies and synergies in the delivery of services; and

10.4.4 considering the affordability of Partner Contributions in the context of Joint Strategy and Savings Plans, overall available resources and their prioritisation.

10.5 In determining the required budget for the year and the relevant Partner Contributions, the Partners shall negotiate and jointly agree appropriate changes in the Individual Services, including the identification of efficiencies and management actions so that expenditure will be covered by the Partners' Contributions for the new Financial Year. These changes will be reported as part of the formal reporting process.

10.6 In the event the Partners are unable to agree the Partner Contributions in accordance with this clause 10, this Agreement may terminate in accordance with clause 19.2.1.

11. Overspends and underspends

11.1 Where in the course of a Financial Year it appears that an overspend of any Individual Service Budget is likely at the end of the said Financial Year and the Partners have recognised that overspend, the Joint Executive Team will manage the Individual Service Budget by, in sequential order:

11.1.1 taking action to reduce expenditure;

11.1.2 identifying underspends that can be vired; and

11.1.3 asking for greater Contributions from the Partners.

11.2 The Pooled Fund Manager will notify partners of an existing or anticipated overspend, and for identifying recommendations for mitigation, in timescales agreed by the Joint Executive Team.

11.3 Anticipated overspends of Individual Service Budgets that are part of a Pooled Fund will be apportioned in accordance with the percentage Contribution of each Partner to the Individual Service Budget unless the Partners agree in writing to an alternative approach.

11.4 Anticipated overspends of Individual Service Budgets that are part of an Aligned Fund will be apportioned on a case by case basis following joint agreement between the Partners.

11.5 Where in the course of a Financial Year it appears that an underspend of any Individual Service Budget is likely at the end of the said Financial Year, the Joint Executive Team will manage the Individual Service Budget by, in sequential order:

11.5.1 viring to rectify overspends

11.5.2 returning their respective Contributions to the Partners proportionate to their respective Contributions, in order to meet individual cost pressures;

11.5.3 agreeing improvements to the Services; and

11.5.4 carrying forward for use against any previously agreed objectives for future Financial Years

11.6 The Pooled Fund Manager will be responsible for notifying partners of an existing or anticipated underspend in timescales agreed by the Joint Executive Team and making recommendations for mitigations.

11.7 Subject to clause 11.5, the Partners shall not make any reductions to their respective funding levels until it has been agreed through the Clinical Commissioning Group's Governing Body for the Clinical Commissioning Group*'s* investment level and the Council's Cabinet or relevant Cabinet Member for the Council's funding level. Neither Partner will reduce their Contribution without giving the other Partner not less than six (6) months' written notice of their intention to do so, and each party should have regard to any representations or observations made by the other party.

11.8 Subject to clause 11.6 and 11,7 should exceptional circumstances require urgent significant unilateral change to funding levels during a Financial Year, outwith the agreed Joint Strategy and Savings Plan, the adverse financial implications of any contractual commitments or other unavoidable financial impact to a Partner arising from such unilateral change will be met by the organisation making the unilateral funding change.

11.9 If a Partner is considering making an urgent significant unilateral change in accordance with clause 11.8 above (the "Proposing Partner"), to assist in its consideration as to whether or not to implement the unilateral change, the other Partner shall, upon request, supply to the Proposing Partner any such information reasonably requested, including but not limited to its considered estimate of the potential financial implications arising from the unilateral change, the Service areas that will be affected and the information used to substantiate the estimate of the potential financial implications.

11.10 If, as a result of an urgent significant unilateral change made in accordance with clause 11.8 above, a Proposing Partner is required to make a payment to the other Partner, such payment shall be subject to the Partner seeking costs:

11.10.1 mitigating its losses; and

11.10.2 evidencing the actual financial impact with written invoices or other such evidence reasonably required by the Proposing Partner;

11.11 Where one Partner provides to the other Partner a taxable supply, the Partner providing that taxable supply will provide the other Partner with a Value Added Tax invoice for that taxable supply. The Partners confirm that the Partnership Arrangements have not been designed to avoid tax in any way. These arrangements may with the agreement of the Partners be amended from time to time in accordance with any advice and options for local protocols offered from HM Customs and Excise under guidance affecting partnership arrangements.

Capital Purchases

11.12 This Agreement does not provide any mechanism for making capital purchases. If the Partners decide at any time throughout the duration of this Agreement that it is necessary to make capital purchases then the Partners will agree this separately in writing.

12. Governance arrangements

12.1 Oversight of the Partnership Arrangements will be carried out by the Finance and Performance Partnership Board which will meet at least quarterly, in February, May, August and December. The Board will be co-chaired by a GP Governing Body Member and by a Member of the Council. The membership will comprise the following:

From the CCG:

- GP Governing Body Member (the "Co-Chair")

- Lay Member of the Governing Body who shall be qualified for membership due to holding qualifications, expertise or experience such as to enable him or her to express informed views about financial management and audit matters and who shall lead on audit, remuneration and conflict of interests matters (the "Deputy Chair")
- Accountable Officer
- Chief Finance Officer
- Director of Commissioning

From the Council:

- the Lead Member for Adults and Health
- Deputy Chief Executive
- Assistant Director of Commissioning
- Director of Adult Services
- Chief Finance Officer

12.2 The quorum for the Partnership Board is at least three members from the CCG including a GP or Lay GB member and one CCG officer) and three members from Haringey Council (including the lead Member for Adults and Health and one Council officer).

12.3 The Finance and Performance Partnership Board will have delegated approval from the CCG Governing Body by the delegated budgetary authority vested in the CCG Governing Body members of the Finance and Performance Partnership Board to make financial allocation decisions relating to the Section 75 Pooled Budgets to an agreed level.

12.4 The Finance and Performance Partnership Board will have delegated approval from the Council by the delegated budgetary authority vested in the council members of the Financial and Performance Partnership Board)to make financial allocation decisions relating to the Section 75 Pooled Budgets.

12.5 For financial issues outwith the delegated authority of the Board, members of the Board will make recommendations to the CCG Governing Body and the Council's Cabinet.

12.6 Reporting to the Finance and Performance Partnership Board will be the Joint Executive Team, which is the officer group with oversight of the Partnership Arrangements. The Team will be co-chaired by the Deputy Chief Executive of the Council and the Chief Officer of the CCG. In addition to the co-chairs, the membership of the Joint Executive Team will include senior officers of the CCG and the Council.

12.7 The Lead Commissioners will report to the Joint Executive Team for both their pooled fund manager and lead commissioner functions and report on their areas of responsibility as required.

12.8 A Joint Commissioning and Finance Management Group will meet at least every two months to monitor expenditure and performance of the Partnership Arrangements and prepare reports to the Joint Executive Team.

12.9 Monthly monitoring of activity and expenditure will be undertaken by the Lead Commissioner so that early warning can be given and action taken to address any concerns arising.

12.10 An annual report on the implementation of this Agreement shall be provided to the Health and Wellbeing Board.

12.11 Individual Services may also wish to report annually to the service specific partnership boards on the delivery of the Aims and Objectives through the mechanism of this Agreement.

12.12 The role of the Deputy Chief Executive of the Council and of the Chief Officer of the CCG shall be to:

12.12.1 resolve jointly any actual or potential conflicts of interest relating to this Agreement;

12.12.2 address sub-standard performance as described in Clause 13 (Standards of Service and Monitoring);

12.12.3 agree strategies for media contact;

12.12.4 receive notices served on their respective Partner Organisation; and

12.12.5 take part in the first stage of the dispute resolution procedure set out in Clause 14 (Governing Law and Dispute Resolution);

13. Standards of Service and Monitoring

13.1 In the event that either Partner shall have any concerns about the operation of the Partnership Arrangements or the standards achieved in connection with the carrying out of the Partnership Arrangements it may convene a review with the other Partner with a view to agreeing a course of action to resolve such concerns.

Performance measures

13.2 The Partners will be accountable for the efficiency and effectiveness of the commissioning process and for Services commissioned under this Agreement by reference to Performance Measures. The Partners will monitor the effectiveness of the Partnership Arrangements and use measures of performance to develop their work. The Lead Commissioner will be responsible for ensuring that the Performance Measures demonstrate:

13.2.1 how far the aims of the Partnership Arrangements are being achieved;

13.2.2 the extent to which the outputs including timescales and milestones are being met;

13.2.3 the extent to which agreed Aims and Objectives are being fulfilled, and targets met;

13.2.4 the financial inputs and outputs;

13.2.5 the extent to which the exercise of the flexibilities in Section 75 of the 2006 Act is the reason for improved performance, or a reduction in the performance of the Services;

13.2.6 how the Partnership Arrangements compare with the previous arrangements, and other approaches to providing the Services.

13.3 The Joint Finance and Commissioning Management Group will meet at least every two months to review the performance measures. Pooled fund managers will be responsible for providing reports as required by the Joint Executive Team to give assurance that these measures are being met and that action is being taken to address under achievement where this occurs.

13.4 The Partners shall each exercise the required degree of care, skill and diligence in accordance with best practice in relation to performance of their duties under this Agreement, and will meet their obligations under this Agreement in accordance with the relevant laws, regulations and guidance.

13.5 The Partners shall review the operation of the Partnership Arrangements and all or any procedures or requirements of this Agreement on the coming into force of any relevant statutory or other Legislation or guidance affecting the Partnership Arrangements so as to ensure that the Partnership Arrangements comply with such Legislation.

Best value duty

13.6 The Council is subject to the Best Value Duty. The Social Care Functions will be subject at all times to compliance with the Best Value Duty.

13.7 **The CCG shall ensure that any requirements which the Council reasonably requires to meet its Best Value Duty are incorporated and reflected in its delivery and performance of the Social Care Functions. This is only insofar as this is subject to the Council's Contributions being sufficient to cover any increased costs. For the avoidance of doubt, this may include efficiency savings or reconfiguration of the Services and the Partners shall undertake any appropriate consultation prior to implementation.**

Clinical governance duty

13.8 Th**e Council shall ensure that any of the Services commissioned through this Agreement comply with expected requirements for clinical governance and controls assurance to which the CCG is subject. The CCG** is subject to a duty of clinical governance, which (for the purposes of this Agreement) shall be defined as a framework through which it is accountable for assuring the quality of services commissioned and to promote a continuous improvement and innovation with respect to safety of services, clinical effectiveness and patient experience. The Council acknowledges that clinical governance (as described above) applies to the treatment of NHS patients. Such patients are entitled to expect to receive services which are part of a clinical governance system irrespective of where they are treated. The Partnership Arrangements will therefore be subject to ensuring that there are clinical governance obligations included in contracts commissioned by the Lead Commissioner where relevant to the particular services commissioned. The Council shall use reasonable endeavours to co-operate with all reasonable requests from the CCG, which the CCG considers necessary in order to fulfil its clinical governance obligations.

13.9 Where the Council, acting as Lead Commissioner, is undertaking procurement and contracting on behalf of the CCG, the form of

contract and performance requirements therein will be developed with regard to the requirements of NHS contracts and of the CCG.

13.10 For the avoidance of doubt, this Agreement in no way releases either Partner from any requirement to comply with the general law or any internal standing order, by-law, policy, financial procedure or decision of the Council or the CCG which is inconsistent with this Agreement.

13.11 Each Partner shall be entitled to make representations and recommendations to the other Partner relating to the other Partner's performance of its obligations under this Agreement. Each Partner will in good faith give due regard to the other Partner*'s* representations and recommendations, and shall promptly respond, in writing, giving reasons why such representations and/or recommendations were or were not followed.

13.12 Sub-standard performance will in the first instance be addressed through the Joint Executive Team and thereafter referred as indicated in Clause 14 below.

14. Governing Law and Dispute Resolution

14.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed and construed in accordance with English Law and subject to the exhaustion by the Partners of the dispute resolution procedure set out in this Clause 14, the Partners hereby submit to the exclusive jurisdiction of the English courts.

14.2 Any dispute concerning this Agreement shall be first referred in writing to the Deputy Chief Executive for the Council and the Chief Officer for the CCG who shall enter into good faith negotiations to resolve the matter.

14.3 In the event that the dispute remains unresolved on the expiry of twenty eight (28) days from the date of the referral under Clause 14.2, or such longer period as the Partners may agree, the dispute

shall be referred to the Cabinet Member for Adult Social Care and Health, or for Children's Services (as appropriate), and the Chair of the CCG who shall enter into good faith negotiations to resolve the matter.

14.4 In the event that the dispute remains unresolved on the expiry of twenty eight (28) days from the date of the referral under Clause 14.2, or such longer period as the Partners may agree, the Partners shall jointly refer the dispute to a mediator appointed by the Centre for Effective Dispute Resolution ("CEDR").

14.5 The mediator shall determine the rules and procedures by which the mediation shall be conducted save that:

14.5.1 each Partner shall be entitled to make a written statement of its case to the mediator prior to the commencement of the mediation, provided that such statement shall be provided to the mediator not less than fourteen (14) days or such other period as may be agreed by the mediator before the mediation is to commence; and

14.5.2 within fourteen (14) days of the conclusion of the mediation the mediator shall provide a written report to the Partners which report shall set out the nature of the dispute and the nature of its resolution if any.

14.6 The mediator shall be entitled to be paid their reasonable fee, which the Partners shall pay in equal shares.

14.7 Neither Partner may commence court proceedings in relation to any dispute concerning this Agreement until fourteen (14 days) after mediation in accordance with Clause 14.5 has failed to resolve the dispute, provided that either Partner's right to issue proceedings is not prejudiced by a delay and nothing in this Clause 14 shall prevent either Partner applying to the court for injunctive or other interim or equitable relief.

15. Complaints

15.1 As soon as reasonably practicable following the Commencement Date, and in any event within six months following the Commencement Date, the Partners will agree and operate a joint complaints protocol relating to the Lead Commissioner Functions. The application of such a joint complaints protocol will be the preferred method to deal with complaints, without prejudice to a complainant's right to use either of the Partners' statutory complaints procedures where applicable.

15.2 Prior to the Partners agreeing a joint complaints protocol or if the Partners agree to cease operating any such joint complaints protocol (without agreeing a replacement system), the following will apply:

15.2.1 where a complaint wholly relates to one or more of the Council's Social Care Functions it shall be dealt with in accordance with the statutory complaints procedure of the Council;

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

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

15.2.4 where a complaint cannot be handled in any way described above or relates to the operation of the Partnership Arrangements by the Joint Executive Team or the content of this Agreement, then the Joint Executive Team will set up a complaints subgroup to examine the complaint and recommend remedies.

15.2.5 Where there is disagreement between the Partners as to whether the complaint relates wholly to the CCG's NHS Functions or wholly to the Council's Social Care Functions or whether or not it should be reviewed under the local joint complaints protocol then the dispute resolution procedure in clause 14 will be evoked.

15.3 All complaints relating to the Lead Commissioner Functions shall be reported by the Partners to the Joint Executive Team and on to the Finance and Performance Partnership Board as appropriate.

15.4 The Partners are obliged to fully comply and cooperate with any requests for information and investigations undertaken by the Parliamentary and Health Service Ombudsman.

16. Regulation and Inspection

16.1 The Partners shall cooperate with any investigation undertaken by the Care Quality Commission, the Health Service Commissioner and/or the Local Government Commissioner for England or any regulatory authority/body.

16.2 The Partners shall cooperate with any audit undertaken by the Audit Commission (or any successor body), the Department of Health, NHS England and/or any local government audits.

16.3 The partners shall notify each other as soon as is reasonable practicable that a Regulatory or Auditors' investigation has commenced.

17. Information Sharing

17.1 Both Partners shall follow and ensure that the Partnership Arrangements comply with all Legislation and regulations as described in clause 21 and guidance on information sharing produced by the Government, NHS England, NHS Digital, HSCIC and the Information Commissioner.

17.2 Each Partner shall establish and keep operational and ensure that there are kept operational:

17.2.1 procedures (including forms) for handling Eligible Service User access and consent;

17.2.2 documentation for Eligible Service Users which explains their rights of access, the relevance of their consent, rules and limits on confidentiality, and how information about them is treated; and

17.2.3 such additional policies procedures and documentation as shall be necessary in order to meet the purposes, guidance and requirements of Government and of all relevant data protection Legislation as they apply to the Partners and the Partnership Arrangements.

17.3 The Partners shall in the performance of their obligations under this Agreement comply with any Information Sharing Agreements in place between the council and CCG.

17.4 As soon as reasonably practicable following the Commencement Date, and in any event within six months following the Commencement Date, the Partners will agree and operate a joint Information Sharing Protocol relating to the Lead Commissioner Functions.

18. Serious and Untoward Incidents

Adults

18.1 Both Partners acknowledge that the Safeguarding Vulnerable Groups Act 2006 and Multi-Agency Policy and Procedures to Protect Vulnerable Adults from Abuse shall apply to the Services.

18.2 The Partners acknowledge that serious and untoward incidents may occur in relation to the Services. In the case that the allegation relates to:

18.2.1 the Services, then the allegation shall be handled in accordance with the relevant Partner's serious and untoward incident policy;

18.2.2 if the allegation refers to a Partner itself then the allegation shall be handled in accordance with the relevant partner's serious and untoward incident policy.

18.3 In cases where there the allegation refers to both partners or there is uncertainty as to which partner has responsibility this case shall be referred to the Joint Executive Team for a decision and a joint investigation if required

18.4 Any incidents being investigated by a Partner shall be notified as soon as reasonably practical by that Partner to the Joint Executive Team, who shall be kept informed of all stages of the investigations.

18.5 The Partner leading the investigation shall make the Council's and CCG's Press Office (or equivalent) aware of any situations that may have an impact on the Council or CCG.

Children

18.6 Both Partners acknowledge that the Children Acts 1989 and 2004 apply to the Services. All Services shall adhere to the current and any future statutory framework (Working Together to Safeguard Children: A guide to inter-agency working to safeguard and promote the welfare of children, HM Government, March 2015) and London Child Protection Procedures.

18.7 Any serious incidents regarding children that involve Individual Services shall be investigated in accordance with Legislation, London Child Protection Procedures and the relevant Partner's serious and untoward incident policy.

18.8 Where an allegation relates to a member of staff from one of the Partners itself, then the case shall be referred to the Local

Authority Designated Officer for Allegations against staff working with children.

18.9 Any serious incidents involving children or the death of a child known to Individual Services shall be reported to the Designated Nurse for Safeguarding Children for the CCG and the Head of Children Safeguarding for the Council.

18.10 In the event of a death or serious injury of a child, the Local Safeguarding Children Board shall consider whether a serious case review is required in accordance with Legislation. Both Partners shall ensure that full cooperation is given to the review.

Assistance

18.11 Each Partner shall provide to the other, all reasonable assistance required in relation to the investigation of any serious and untoward incident in relation to the Services.

19. Termination

19.1 Either Partner may:

19.1.1 terminate this Agreement; or

19.1.2 terminate this Agreement solely in so far as it relates to an Individual Service or Individual Services (in which case the provisions of this Agreement as to termination shall mutatis mutandis apply),

19.1.3 by giving not less than twelve (12) months' written notice to the other Partner.

19.2 Either Partner (the "First Partner**") may terminate this Agreement by giving not less than three (3) months' notice in writing to the other Partner if:**

19.2.1 the Partners cannot agree the Budget for any subsequent Financial Years;

19.2.2 the other Partner commits a material breach of a provision of this Agreement and (where such breach is capable of remedy) fails to remedy such breach within two calendar months of a written notice being given which requires such breach to be remedied and which states that it is the intention of the notifying Partner to terminate this Agreement forthwith if the breach is not so remedied;

19.2.3 either Partner is exercising its rights to termination under clause 21.9.1.4;

19.2.4 the Services persistently fail to meet the Performance Measures or any standards required by law or guidance or which have been agreed by the Partners;

19.2.5 the other Partner suffers an Event of Force Majeure (as defined in Clause 21.18.1) and such Event of Force Majeure persists for more than thirty (30) days following the service of the notice referred to at Clause 21.18.4.(b);

19.2.6 the First Partner's fulfilment of its obligations under this Agreement would be in contravention of any guidance from any Secretary of State issued after the date hereof;

19.2.7 the fulfilment of the Partnership Arrangements would be ultra vires; or

19.2.8 the Partners are unable to agree a variation to this Agreement in accordance with Clause 21.3 (Entire Agreement, Variations and Change Control) so as to enable either/both Partners to fulfil its/their obligations in accordance with law and guidance.

19.3 Either Partner (the "**First Partner**") may terminate this Agreement immediately following writing notice to the other Partner if the other Partner commits a material breach of a provision of this Agreement which is not capable of remedy.

19.4 Where this Agreement is terminated by a Partner under either Clause 19.1 or 19.2 (Termination) on the other Partner, each Partner shall (unless the Partners agree in writing otherwise) continue to perform its obligations under this Agreement throughout the relevant termination notice period.

19.5 Upon termination or expiry of this Agreement howsoever occurring, the Partners will be entitled to a proportion of any monies held by the Lead Commissioner with regard to any of the Individual Services included in Part 2. The entitlement with regard to each Pooled Fund will be in proportion to each Partner's contribution to that Pooled Fund, and the Lead Commissioner(s) will pay such amount to the other Partner within thirty (30) days of the date that this Agreement terminates or expires, subject always to the terms in relation to the continuing liabilities set out at Clause 19.6 below.

19.6 Upon expiry or termination of this Agreement for any reason whatsoever the following shall apply:

19.6.1 The Council and the CCG shall continue to be liable to purchase the various Individual Services set out in Part 2 in accordance with the terms of this Agreement to fulfil all existing obligations to third parties;

19.6.2 The Partners shall remain liable to operate the Pooled Fund and joint commissioning arrangements in accordance with the terms of this Agreement so far as is necessary to ensure fulfilment of their obligations;

19.6.3 Each Partner shall remain liable to contribute that proportion of the cost of each Individual Service which either is its proportionate Contribution in the current or most recent Financial Year. If such Contribution has not at the date of notice of termination yet been confirmed, the Partners' liability will be based on their respective contributions in the immediately preceding Financial Year;

19.6.4 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 Eligible Service Users, employees, the Partners and third parties;

19.6.5 Any assets purchased from any of the Pooled Fund will be disposed of by the relevant Lead Commissioner for the purposes of meeting any of the costs of winding up the Services or where this is not practicable such assets will be shared proportionately between the Council and the CCG according to the level of past contributions to the Pooled Fund;

19.6.6 upon expiry or termination of this Agreement, monies in the Pooled Fund shall continue, notwithstanding termination, to be used by the Pooled Fund Manager to pay for any of the Services delivered by third parties under contracts approved by the Joint Executive Team . Thereafter any underspend (including any interest) shall be returned to the Partners pro rata to their Contribution. Any overspend shall be borne by the Partners pro rata to their Contributions provided that where and to the extent any overspend is caused or contributed to by either Partner acting in breach of the terms of this Agreement, such Partner shall be fully responsible for such element of the overspend;

19.6.7 the Joint Executive Team 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

19.6.8 expiry or 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 expiry or termination takes effect.

19.7 Where a Partner is entitled to terminate this Agreement pursuant to Clause 19.2 and the circumstances giving rise to such right relate to a particular Individual Service or Individual Services, the Partner may at its sole option choose to terminate this Agreement solely in so far as it relates to such Individual Service or Individual Services and the provisions of this Agreement as to termination shall mutatis mutandis apply.

20. Indemnity and Limitation of Liability

20.1 For the avoidance of doubt, clause 5.16 will only apply to expenditure of Pooled Funds for the provision of the Services and the Pooled Funds shall not be drawn down for indemnification purposes under this clause.

20.2 Each Partner (the "Indemnifying Partner**") will fully indemnify the other (the "**Indemnified Partner**") against all losses, costs, expenses, damages, liabilities, actions, claims or proceedings at common law or under Legislation which arise as a result of or in connection with any act, default, negligence, breach of contract or breach of statutory duty, in relation to this Agreement or any Individual Services contract, on the part of the Indemnifying Partner, its staff, officers or agents, except and to the extent that such losses, costs, expenses, damages, liabilities, actions, claims or proceedings arise out of the act, default, negligence, breach of contract or breach of statutory duty in relation to this Agreement or any Individual Services contract, on the part of the Indemnified Partner.**

20.3 Neither Partner excludes or limits its liability for death or personal injury caused by negligence, or fraudulent misrepresentation.

20.4 Subject to Clause 20.2, neither Partner will be liable for any Indirect Losses suffered by the other Partner whether such Indirect Losses or the potential for such Indirect Losses were made known to the Partner or not and the limit of each Partner's aggregate liability to the other under this Agreement in any twelve month period shall not exceed one million pounds (£1,000,000). For the purposes of this Clause 20.4, twelve month periods shall be measured from the Commencement Date and anniversaries thereof.

20.5 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 an indemnity under Clause 20.2, the Indemnified Partner that may claim against the Indemnifying Partner will:

20.5.1 within 3 working days give written notice of that matter to the Indemnifying Partner specifying in reasonable detail the nature of the relevant claim. Such notice shall be given to the Director of Commissioning at the CCG if the CCG is the Indemnifying Partner or the Assistant Director of Commissioning at the Council if the Council is the Indemnifying Partner;

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

20.5.3 give the Indemnifying 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.

20.6 For the avoidance of doubt, the Indemnified Partner shall be under a duty to mitigate any loss in accordance with the principles of common law and the indemnity given at Clause 20.2 above shall not extend to losses, costs, expenses, damages, liabilities, actions, claims or proceedings incurred by reason of or in consequence of any negligent act or omission, misconduct or breach of this Agreement committed by the Indemnified Partner.

20.7 Each Partner shall ensure that they maintain appropriate insurance arrangements in respect of employers' liability, liability to third parties and other insurance or risk pooling arrangements to cover their liability under this Agreement.

21. Other provisions

21.1 Confidentiality

21.1.1 Except as required by law and specifically pursuant to Clause 21.8 (Freedom of Information Act 2000), each Partner agrees at all times during the continuance of this Agreement and after its termination to keep confidential any and all information, data and material of any nature which either Partner may receive or otherwise obtain in connection with the operation of this Agreement or otherwise relating in any way to the business, operations and activities of the other Partner, its employees, agents and/or any other person with whom it has dealings including any client, patient or Eligible Service User of either Partner. For the avoidance of doubt this clause shall not affect the rights of any workers under Section 43 A-L of the Employment Rights Act 1996.

21.1.2 The Partners agree to provide or make available to each other sufficient information limited to the extent necessary concerning their own operations and actions and concerning client, patient and Eligible Service User information (including material affected by the Data Protection Act in force at the relevant time) to enable efficient operation of the Partnership Arrangements (which include the Services).

21.1.3 The Partners will ensure that the provision of the Services complies with all relevant data protection legislation regulations and guidance and that the rights of access by Eligible Service Users to their data are observed and as set out in clauses 21.7 and 21.8.

21.2 Public Relations

21.2.1 The Partners will co-operate and consult with each other in respect of matters involving public relations in so far as reasonably practicable having regard to the nature and urgency of the issue involved. The parties may agree Protocols of the handling of public relations from time to time.

21.3 Entire Agreement, Variations and Change Control

21.3.1 The terms herein contained together with the contents of the Schedules under Part 2 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 either Partner.

21.3.2 No agreement or understanding varying or extending any of the terms or provisions of this Agreement shall be binding upon either Partner unless in writing and signed by a duly authorised officer or representative of the Partners.

21.3.3 If at any time during the Term of this Agreement:

(a) the Council or CCG requests in writing any change to the Services described or the manner in which the Services are commissioned; or

(b) if a change to the manner in which an Individual Service is or the Services are commissioned is required by operation of NHS or local government law through statutes, orders, regulations, instruments and directions made by a Secretary of State in relation to the NHS Functions or the Social Care Functions respectively or others duly authorised pursuant to statute or other changes in the law which

relate to powers, duties and responsibilities of the Partners and which have to be complied with, implemented or otherwise observed by the Partners in connection with their functions then,

(c) the Partners will investigate the likely impact of any such change on an Individual Service, the Services or any other aspects of this Agreement and shall prepare a report in writing within a reasonable period of time of receipt of a change request;

21.3.4 Any report prepared by the Partners pursuant to Clause 21.3.3(b) shall include:

(a) a statement of whether the change will result in an increase or decrease in Contributions to the relevant Pooled Fund or Non-Pooled Fund by reference to the relevant component elements of the Individual Service(s) the subject of the change;

(b) a statement of the individual responsibilities of the Partners for any implementation of the change;

(c) a timetable for the implementation of the change;

(d) a statement of any impact on and any changes required to the Individual Service or Services;

(e) details of any proposed staff and employment implications; and

(f) the date for the validation or expiry of the report.

21.3.5 Where the Partners are unable to agree on the terms of the report then the dispute resolution provisions set out at Clause 14 (Governing Law and Dispute Resolution) in this Agreement shall apply.

21.3.6 If agreement in principle to the change(s) is reached, the Partners shall confirm in writing their decision to proceed with the change(s) referred to in the said report and shall agree a formal variation of this Agreement in accordance with Clause 21.3.2 (Entire Agreement, Variations and Change Control) of this Agreement.

21.3.7 The Partners shall comply with their respective duties to consult on any change in, or addition to, the Services in accordance with the Regulations.

21.4 No Partnership

21.4.1 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.

21.4.2 Except as expressly provided otherwise in this Agreement, neither Partner will have authority to, or hold itself out as having authority to:

(a) act as an agent of the other;

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

(c) bind the other in any way.

21.5 Contracts (Rights of Third Parties) Act 1999

21.5.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and accordingly the Partners to this Agreement do not intend that any third party should have any rights in respect of this Agreement by virtue of that Act.

21. 6 Notices

21.6.1 Any notice of communication hereunder shall be in writing.

21.6.2 Any notice or communication to the Council hereunder shall be deemed effectively served if sent by registered post or delivered by hand to the Council at the address set out above and marked for the Chief Executive of the Council or to such other addressee and address notified from time to time to the CCG for service on the Council.

21.6.3 Any notice or communication to the CCG hereunder shall be deemed effectively served if sent by registered post or delivered by hand to the address set out above and marked for the attention of the Managing Director of the CCG or to such other addressee and address notified from time to time to the Council for service on the CCG.

21.6.4 Any notice served by hand delivery shall be deemed to have been served on the date it is delivered to the addressee. Where notice is posted it shall be sufficient to prove that the notice was properly addressed and posted and the addressee shall be deemed to have been served with the notice forty eight (48) hours after the time it was posted.

21.7 Data Protection

21.7.1 The Partners acknowledge their respective duties under the Data Protection Act 1998 (the "DPA") and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties.

21.7.2 To the extent that the Lead Commissioner is acting as a Data Processor (as such term is defined in the DPA) on behalf of the other Partner, the Lead Commissioner shall, in particular, but without limitation:

(a) only process such Personal Data (as such term is defined in the DPA) as is necessary to perform its obligations under this Agreement, and only in accordance with any instruction given by the other Partner under this Agreement;

(b) put in place appropriate technical and organisational measures against any unauthorised or unlawful processing of such Personal Data, and against the accidental loss or destruction of or damage or theft to such Personal Data having regard to the state of technical development and the level of damages that may be suffered by a Data Subject (as such term is defined in the DPA) whose Personal Data is affected by such unauthorised or unlawful processing or by its loss, damage or destruction;

(c) take reasonable steps to ensure the reliability of employees who will have access to such Personal Data; and

(d) not cause or allow such Personal Data to be transferred outside the European Economic Area without the prior consent of the other

Partner at Director level at the CCG and Assistant Director level at the council.

21.8 Freedom of Information Act 2000

21.8.1 Each Partner acknowledges that the other Partner is subject to the requirements of the Freedom of Information Act 2000 (the "FOIA") and the Environmental Information Regulations (the "EIR") and each Partner shall assist and cooperate with the other (at their own expense) to enable the other Partner to comply with these information disclosure obligations.

21.8.2 Where a Partner receives a "request for information" under either the FOIA or EIR (as defined under those Acts) ("the Recipient Partner") in relation to information which it is holding on behalf of the other Partner ("the Responsible Partner"), it shall (and shall procure that its sub-contractors shall):

(a) transfer the request for information to the Freedom of Information Lead of the Responsible Partner as soon as practicable after receipt and in any event within two Working Days of receiving a request for information;

(b) Advise the requestor that that the request has been passed on to the Responsible Partner organisation for handling.

(b) provide the Responsible Partner with a copy of all information in its possession or power in the form that the Responsible Partner requires within five (5) Working Days (or such other period as may be agreed) of the Responsible Partner requesting that information; and

(c) provide all necessary assistance as reasonably requested to enable the Responsible Partner to respond to a request for information within the

time for compliance set out in the EIR or section 10 of the FOIA, as relevant.

21.8.3 The Recipient Partner agrees to indemnify and keep indemnified the Responsible Partner against all costs, claims, damages or expenses incurred by the Responsible Partner or for which the Responsible Partner may become liable due to any failure by the Recipient Partner to comply with any of its obligations under clause 21.8.2.

21.8.4 Where a Partner receives a request for information which relates to the Agreement, it shall inform the other Partner of the request for information as soon as practicable after receipt and in any event within two (2) Working Days of receiving a request for information. The Partner receiving the request will be responsible for responding to it.

21.8.5 If either Partner determines that information must be disclosed pursuant to Clause 21.8.9 it shall notify the other Partner of that decision at least two (2) Working Days before disclosure.

21.8.6 Each Partner shall be responsible for determining at its absolute discretion whether the relevant information is exempt from disclosure or is to be disclosed in response to a request for information.

21.8.7 If the Partners disagree as to which Partner shall be responsible for dealing with a request for information concerning functions which the Partners jointly carry out, the Freedom of Information Leads of each Partner shall enter into good faith negotiations to resolve the matter within three (3) Working Days of the Partner receiving the request for information informing the other Partner. No referral for this purpose should be made less than ten (10) Working Days before the statutory deadline to respond to such a request for information.

21.8.8 In the event that the dispute remains unresolved after referral to the Freedom of Information leads of each Partner, or if no referral is made more than ten (10) Working Days before the statuary deadline to response to a request for information, the Partner who receives the request for information shall be the Partner responsible for dealing with the request.

21.8.9 Each Partner acknowledges that the other Partner may be obliged under the FOIA to disclose Information:

(a) without consulting with the other Partner, or

(b) following consultation with the other Partner and having taken its views into account.

21.9 Prevention of Bribery

21.9.1 Each Partner:

(a) shall not, and shall procure that any of its Representatives shall not, in connection with this Agreement commit a Prohibited Act;

(b) warrants, represents and undertakes to the other Partner that it is not aware of any financial or other advantage being given to any person working for or engaged by it, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to it before execution of this Agreement.

21.9.2 Each Partner shall:

(a) if requested by the other Partner, provide the other Partner with any reasonable assistance,

that the other Partner may reasonably request, to enable the other Partner to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;

(b) within 5 Working Days of the Commencement Date, and annually thereafter, certify to each other in writing compliance with this Clause **Error! Reference source not found.** by the r elevant Partner and its Representatives and all persons associated with it or other persons who are supplying goods or services in connection with this Agreement.

(c) The Lead Commissioner shall include provisions in any future service contracts requiring compliance by service providers with the requirements of the Bribery Act.

(d) If any breach of this clause is suspected or known, each Partner must notify the other Partner immediately.

If one Partner notifies the other Partner that it suspects or knows that there may be a breach of this clause, the Parties will respond promptly to any enquiries, co-operate with any investigation, and allow the other Partner to audit books, records and any other relevant documentation.

21.9.3 Either Partner may terminate this Agreement by written notice with immediate effect if the other Partner or its Representatives (in all cases whether or not acting with the Partner's knowledge) breaches clause 21.9.1.

21.10 Equality Duties

21.10.1 The Partners acknowledge their respective duties under equality legislation to eliminate unlawful

discrimination, harassment and victimisation, and to advance equality of opportunity and foster good relations between different groups.

21.10.2 The Lead Commissioner agrees to adopt and apply policies in its carrying out of the Lead Commissioner Functions to ensure compliance with its equality duties.

21.10.3 The Lead Commissioner shall take all reasonable steps to secure the observance of this clause by all servants, employees or agents of the Lead Commissioner and all service providers employed in delivering the Services described in this Agreement.

21.11 *c*onflicts of Interest

21.11.1 Each partner will observe its own Conflict of Interests' procedures in matters relating to the partnership agreement and its functions

21.12 Severability

21.12.1 If any term, condition or provision contained in this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this Agreement.

21.13 Changes in Legislation

21.13.1 Partners may review the operation of the Agreement and all or any procedures or requirements of this Agreement on the coming into force of any Legislation or guidance affecting the provision of the Services so that the commissioning of the Services under this Agreement complies with such Legislation or guidance.

21.14 Assignment or Transfer

21.14.1 This Agreement and any rights and conditions contained in it may not be assigned or transferred by either Partner without the prior written consent of the other Partner except to any statutory successor to the relevant function.

21.15 Waivers

21.15.1 The failure of any Partner to enforce at any time to or for any period of time any of the provisions of this Agreement shall not be construed to be a waiver of any such provision and shall in no matter affect the right of that Partner thereafter to enforce such provision.

21.15.2 No waiver in any one or more instance of a breach of any provision hereof shall be deemed to be a further or continuing waiver if such provision in other instances.

21.16 Costs

21.16.1 Each Partner shall be liable for their own respective costs in relation to this Agreement.

21.17 Further acts

21.17.1 The Partners agree to do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as either Partner may from time to time reasonably require for the purpose of giving full effect to the provisions of this Agreement and the intentions of the Partners as expressed in this Agreement, and the Partners will at all times act and deal in good faith towards each other in respect of all matters the subject of this Agreement.

21.18 Force majeure

21.18.1 Where a Partner is affected by an event or circumstance which is beyond the reasonable control of the Partner, including without limitation war, civil war, armed conflict or terrorism, strikes or lock outs, riot, fire, flood or earthquake, and which directly causes that Partner to be unable to comply with all or a material part of its obligations under this Agreement (an "Event of Force Majeure"), it shall take all reasonable steps to mitigate the consequences of it, resume performance of its obligations as soon as practicable and use all reasonable efforts to remedy its failure to perform.

21.18.2 Subject to Clause 21.18.1, the Partner claiming relief shall be relieved from liability under this Agreement to the extent that because of the Event of Force Majeure it is not able to perform its obligations under this Agreement.

21.18.3 The Partner claiming relief shall serve initial written notice on the other Partner immediately it becomes aware of the Event of Force Majeure. This initial notice shall give sufficient details to identify the particular event.

21.18.4 The Partner claiming relief shall then either:

(a) serve a detailed written notice within a further seven (7) days. This detailed notice shall contain all relevant available information relating to the failure to perform as is available, including the effect of the Event of Force Majeure, the mitigating action being taken and an estimate of the period of time required to overcome it; or

(b) in the event it reasonably believes that the effects of the Event of Force Majeure will make it impossible for the Partnership Arrangements

to continue, serve notice of this to the other Partner and either Partner may then terminate this Agreement in accordance with Clause 19.2.5 of this Agreement.

APPENDIX 1

JOINT INFORMATION SHARING PROTOCOL

TO BE INSERTED

APPENDIX 2

NHS HARINGEY CCG MEMBER PRACTICES

The following General Medical Practitioners are members of the Haringey CCG and are approved to operate within the boundaries of Haringey.

Practice Name	Address
157 Medical Practice -Dr Ramani [157MP]	157 Stroud Green Road, N4 3PZ
Alexandra Surgery [AS]	125 Alexandra Park Road, N22 4UN
Allenson House Medical Centre [AHMC]	Weston Park, N8 9TB
Arcadian Gardens NHS Medical Centre [AGMC]	1 Arcadian Gardens, N22 5AB
Bounds Green Group Practice [BGGP]	Gordon Road, N11 2PF
Bridge House Medical Practice [BHMP]	96 Umfreville Road, N4 1TL
Broadwater Farm Community Health Centre [BFCHC]	2a Willan Road, N17 6BF
Bruce Grove Primary Care Health Centre [BGPCHC]	461-463 High Road, N17 6QB
Charlton House Medical Centre [CHMC]	581 High Road, N17 6SB
Chestnuts Park Surgery, The Hurley Group [CPS]	Laurel's Healthy Living Centre 256 St Ann's Road, N15 5AZ
Christchurch Hall Surgery [CHS]	20 Edison Road, N8 8AE
Crouch Hall Road Surgery [CHRS]	48 Crouch Hall Road, N8 8HJ
Dowsett Road Surgery [DRS]	57 Dowsett Road, N17 9DL
Dr Sivas Practice - 326 Phillip Lane [DSP]	326 Philip Lane, N15 4AB
Dukes Avenue Practice [DAB]	1 Dukes Avenue, N10 2PS
Evergreen House Surgery [EHS	22 Cheshire Road, N22 8JJ
Fernlea Surgery [FS]	114 High Road, South Tottenham, N15 6JR
Grosvenor Road Surgery [GRS]	23 Grosvenor Road, N10 2DR
Grove Road Surgery [GRS]	1 Grove Rd, N15 5HJ

Havergal Surgery [HS]	9-10 Havergal Villas Green Lanes, N15 3DY
Highgate Group Practice [HGP]	44 North Hill , N6 4QA
Hornsey Park Surgery [HPS]	114 Turnpike Lane , N8 0PH
JS Medical Practice [JSMP]	107 Philip Lane , N15 4JR
Laurels Medical Practice, The Laurels Healthy Living Centre [LMP]	256 St Anns Road , N15 5AZ
Lawrence House Surgery [LHS]	107 Philip Lane, N15 4JR
Morris House Group Practice [MHGP]	Lordship Lane Primary Care Health Centre, N17 6AA
Morum House Medical Centre [MHMC]	3-5 Bounds Green Road, N22 8HE
Myddleton Road Surgery [MRS]	52 Myddleton Road, N22 4NW
Old Surgery (572 Green Lanes) [OS]	572 Green Lanes, N8 0RP
Park Road Surgery [PRS]	153 Park Road, N8 8JJ
Queens Avenue Surgery [QAS]	46 Queens Avenue, N10 3BJ
Queenswood Medical Practice [QMP]	Hornsey Central Neighbourhood Health Centre, N8 8JD
Rutland House Surgery [RHS]	40 Colney Hatch Lane, N10 1DU
Somerset Gardens Family Health Care [SGFH]	4 Creighton Road, N17 8NW
Spur Road Surgery [SRS]	1 Spur Road, N15 4AA
Stuart Crescent Health Centre - Dr Dave Branch [SCHCB]	Stuart Crescent, N22 5NJ
Stuart Crescent Health Centre - High Road Branch[SCHC]	Stuart Crescent, N22 5NJ
Surgery - Dr Ansari (618 Green Lanes) [SDA]	618 Green Lanes, N8 0SD
Surgery - Dr ATM Hoque (26 Westbury Ave) [SCH]	26 Westbury Avenue, N22 6RS
Surgery - Dr Kundu (18 St John's Road) [SDK]	18 St Johns Road, N15 6QP
Surgery - Dr Raja (625 Green Lanes) [SDR]	625 Green Lanes , N8 0RE
Surgery - Dr Sampson (625 Green Lanes)	625 Green Lanes , N8 0RE
Tottenham Medical Practice [TMP]	759 High Road, N17 8AH
Tynemouth Road Health Centre [TRHC]	Tynemouth Road, N15 4RH
Vale Practice [VP]	50-66 Park Road, N8 8SU
West Green Road Surgery [WGRS]	339-341 West Green Road, N15 3PB

Westbury Medical Centre [WMC]	205 Westbury Avenue, N22 6RX

APPENDIX 3

FORM OF NOTIFICATION TO THE DEPARTMENT OF HEALTH

ROCR/OR/0226 **Licence Expiry Date:**

The use of this collection has been approved by the Review of Central Returns Steering Committee – ROCR.

This is a Mandatory collection from clinical commissioning groups and NHS Trusts. Monitor, Independent Regulator of Foundation Trusts, has provided approval for a voluntary collection.

NOTIFICATION FORM
SECTION 75 PARTNERSHIP ARRANGEMENTS

ROCR/OR/0226

Licence Expiry Date: 8 June 2010

To be completed for each partnership arrangement and updated annually for amendment of a partnership arrangement.

This form below should be sent to the Health and Social Care Joint Unit, c/o CSIP ICN, Department of Health, Room 304 Wellington House, Waterloo Road, London SE1 8UJ.

Email: MB-HSD-SCJU@dh.gsi.gov.uk

1. NAMES OF THE STATUTORY PARTNERS **(Officers & Organisations)**	**Chief Officer, NHS Haringey CCG** **Deputy Chief Executive, London Borough of Haringey**
2. DATE OF AGREEMENT	1st March 2017
3. DATE WHEN PARTNERSHIP IS INTENDED TO START OR DATE OF ANNUAL UPDATE FOR DH IF	1st March 2017

THIS HAS BEEN PREVIOUSLY NOTIFIED	
4. TITLE OF OFFICER RESPONSIBLE FOR THE PARTNERSHIP	Chief Officer
5. CONTACT NAME	Sarah Price
6. CONTACT TEL. NO.	020 3688 2725
7. WHICH FLEXIBILITIES ARE BEING USED? • **LEAD COMMISSIONING (LC)** • **POOLED FUNDS (PF)** • **INTEGRATED PROVISION (IP)**	 **LC** **PF**

8. WHICH CARE GROUP OR CATEGORY DOES THE PARTNERSHIP SERVE?	Adults with learning disabilities Adults with mental health needs Children and young people with mental health needs The Better Care Fund / Long Term Conditions and Older People Violence Against Women and Girls
9. SUMMARY OF KEY OBJECTIVES **(DO NOT COMPLETE AGAIN IF PREVIOUSLY NOTIFIED AND THESE REMAIN UNCHANGED AT THE TIME OF ANY ANNUAL UPDATE)**	The Partners wish to ensure that services for people with health, wellbeing and social care needs are planned, commissioned and provided in an integrated manner. The primary aim of this Agreement is to ensure the most cost-effective use of the combined resources of the Partners to address the health and care needs of people who are their responsibility.
10. CONTRIBUTIONS **IDENTIFY THE FINANCIAL CONTRIBUTION**	**NHS Haringey CCG: £72.27m**

OF EACH PARTNER <u>SEPARATELY</u> **(<u>To be updated by notification annually</u>)**	**London Borough of Haringey: £38.53m**

OVERARCHING SECTION 75 NATIONAL HEALTH SERVICE ACT 2006 HEALTH AND SOCIAL CARE PARTNERSHIP AGREEMENT

between

LONDON BOROUGH OF HARINGEY

and

NHS HARINGEY CLINICAL COMMISSIONING GROUP

Commencement Date: 1st March 2017

FOR THE COMMISSIONING OF LEARNING DISABILITY SERVICES, ADULT MENTAL HEALTH SERVICES, CHILDREN AND ADOLESCENT MENTAL HEALTH SERVICES, INDEPENDENT DOMESTIC VIOLENCE ADVOCACY AND THE IDENTIFICATION AND REFERRAL TO INCREASE SAFETY SERVICES, AND BETTER CARE FUND SERVICES

PART 2

SCHEDULE OF INDIVIDUAL AGREED SERVICES

The Schedule of Agreed Services is agreed on an annual basis and should be read in conjunction with PART 1 of this Agreement

PART 2

SCHEDULE 1

LEARNING DISABILITIES SERVICES

Part 2, Schedule 1
Section A: Summary

SCHEDULE OF AGREED SERVICES 2016-17	
Name of Service	**Community Learning Disabilities Service**
Type of agreements *(e.g. section 75, 76 or 256)*	Section 75
Type of Service *(e.g. Lead Commissioning, Pooled Budget)*	Council Lead Commissioning with an Aligned Budget
Delegated Function	**Health Function** – The commissioning of Learning Disabilities Services on behalf of Haringey Clinical Commissioning Group
The Services	Haringey Council will act as the strategic lead for learning disabilities for itself and for Haringey Clinical Commissioning Group, ensuring that national and local priorities are reflected in commissioning decisions and leading on market and service developments that support the strategic intent of the partners. The lead commissioners' specification is included in the **addendum (part 1)** attached to this schedule. Haringey Council will also commission on behalf of itself and Haringey CCG a Community Learning Disabilities Team. Haringey Council will manage budgets to fund the commissioning of the staffing in this service and additional placements and packages required to meet the needs of users of the service. The specification for the service is set out in the **addendum (part 2)** to this schedule.
Aim of Service(s)	The aim of the services are to support people with learning disabilities by commissioning services that seek to build resilience, promote independence, support balanced risk taking in the context of being safe, are innovative in approach and reduce the need for statutory services over time.
Outcome of Service(s)	Outcomes are set out in full in the specification and include: • Reduced inpatient activity by 50% • Reduced average length of stay for all admissions • No use of residential care except where no other option is available

	• Support planning that helps users of the service to achieve their outcomes and goals, promotes independence and control and involves them at all stages • Access to positive behaviour support for all patients of all ages with challenging behaviour • Reduction in the use of out of area placements and increased support for care closer to home • Increased use of Personal Integrated Care Budgets and Direct Payments • Elimination of/reduction in existing health inequalities • Transformation of care and culture working towards a life course approach with local services built around the individual and integrated approaches as the norm • Increased employment, education and vocational activity for people with learning disabilities • Effective engagement with users and carers to inform service delivery and improvement • Increases in numbers of people with a learning disability with a Health Action Plan
Strategy/Framework Documents (if applicable)	• Building the Right Support • The Care Act, 2014 • The Mental Health Act, 1983 • The Mental Capacity Act, 2005
Eligibility and Assessment Procedures	As set out in the addendum.
Key Performance Indicators	For each of the services commissioned we will develop an agreed set of local KPIs in addition to any existing national indicators.
Resources for managing the partnership	
	No staff or other resources are transferred or seconded between the partners as a result of this agreement. The partners will make available staffing resources and capacity to enable the operation of the agreement from their existing establishments. Any alterations to those establishments which may impair the operation of the partnership will be notified to the other partner in sufficient time to allow mitigations to be agreed.
Budgets	**Financial year: 2016/17**

Service line	LBH contribution (£000s)	CCG contribution (£000s)	Total (£000s)	Pooled or aligned
Community Learning Disabilities Team staffing	688	2,040	2,728	Aligned
Learning disabilities care purchasing budgets	18,320	7,113	25,432	Aligned
Council directly provided learning disability services	2,407	0	2,407	Aligned
Total	**21,415**	**9,153**	**30,568**	**Aligned**

Part 2 Schedule 1

Section B: Learning Disabilities Lead Commissioning Specification

1. Introduction

1.1 This specification sets out the roles and responsibilities of the London Borough of Haringey ('the council') as lead commissioner ('the lead') for learning disabilities under the section 75 agreement between the council and Haringey Clinical Commissioning Group ('the CCG').

1.2 Full transfer of lead commissioning responsibilities should take place by April 2017 but the partners will work together to reach this point in a phased way.

1.3 The specification reflects current national guidance. The specification is subject to review in light of amendments to this guidance.

1.4 The specification reflects current commissioning developments and is also subject to annual review.

2. Understanding and responding to the need and demand in the local health and care economy.

2.1 The lead will work with public health, performance and business intelligence, children's services and the service itself to ensure that needs assessments are undertaken as necessary to understand projected demand and relevant demographic profile of the client cohort, including through transitions.

2.2 Given levels of co-morbidity and known challenges, it is particularly important that needs of people with learning disabilities (PWLD) in mainstream health services are captured at the primary care and acute level. This should be included in any analysis as needed to inform commissioning of services.

2.3 The national programme for learning disabilities, Transforming Care, includes within it a specific focus on the inpatient cohort, including children and those within forensic service. This requires commissioners to have a clear understanding of the numbers and needs within this group to inform the development of services that support discharge. Commissioners are also required to fully understand the needs of people at risk of admission to inform commissioning of preventative services. The lead will ensure that there are robust systems in place to support this.

3. Lead on the development of the strategic commissioning intentions of the Council and the CCG, reflecting these in all service specifications.

3.1 Strategic commissioning intentions are informed by the principles and guidance set out in the national Valuing People Strategy, the National Autism Strategy, the national Transforming Care programme, the NCL Transforming Care Plan, the Haringey and Islington Health and Well Being Partnership and a range of local strategies including the Health and Well Being Strategy, the council's corporate plan and the CCG's annual commissioning intentions.

3.2 The lead will represent the Council and the CCG in respect of learning disabilities. This will include being the representative at the NCL Transforming Care Implementation Group and at the NCL Transforming Care Board. The lead will work with NCL partners to agree the optimal geographical footprint for the range of service developments needed to deliver strategic commissioning intentions.

3.3 Many of the above mentioned developments are at a very early stage. As they become more concrete, the lead will develop Haringey structures for ensuring that relevant stakeholders meaningfully co-produce or are involved in the development of a local vision and objectives that support all service developments regardless of agreed geographical footprint.

4. **Ensure the sufficiency and quality of market provisions to meet need.**

4.1 The market for learning disabilities services falls into four key categories which are in different stages of development:

4.1.1 **Learning disabilities inpatient provision** - this market is very high cost, located at distance, under developed and often of poor quality. It is likely that an NCL or even London wide approach might be required to improve that position.

4.1.2 **Supported housing, supported living and residential care arrangements** including Shared Lives - the council has recently reviewed its supported housing provision and tendered for a supported living framework. Other boroughs have also developed frameworks which it may be possible to join if of benefit.

4.1.3 **Meaningful activity** including day opportunities/support to enter employment or volunteering. This is under review as part of the council's medium term financial strategy.

4.1.4 **Community Learning Disabilities Teams** – this included in **section 5** below.

4.2 The lead will be expected to build on existing developments to deliver the required market. In doing so, the lead will be informed by the principles of 'Building the Right Support' guidance, including that services should be person centred, based on positive behavioural support models and sufficiently flexible to be purchased with personal or personal health budgets.

5. Contribute to the transformation and re-design of services in line with the agreed strategic commissioning intentions.

5.1 The work under this heading falls into four broad categories:

5.1.1 **New service developments** which support the delivery of the NCL Transforming Care Plan including crisis intervention teams, the crash pad and positive behavioural support which may be commissioned over varying geographical footprints. As noted in **paragraph 3.3,** many of these

developments are at their early stages and will require significant commissioner input to deliver.

5.1.2 **Re-design of the Community Learning Disabilities Partnership** – an outline specification as already agreed between the council and CCG commissioners is attached in **appendix 1**. The lead will work with the Haringey Learning Disabilities Partnership (HLDP) to develop and deliver this specification and ensure that it is consistent with NCL wide developments and Transforming Care principles. The lead will develop KPIs, monitoring and reporting for the service. See **section 6** below for the element of the specification related to pooled budget delegation to HLDP**.**

5.1.3 **Responsibilities in relation to individual inpatients and patients at risk of admission** – NHSE have set out detailed guidance on the responsibilities of CCGs in relation to this cohort. The lead will be expected to take on these responsibilities. The key activities are as follows:

5.1.3.1 **Organisation, chairing and servicing of Care and Treatment Reviews** (CTRs) of inpatients and patients at imminent risk of admission 'blue light' CTRs) in line with NHSE guidance.

5.1.3.2 **Submission of the Transforming Care tracker** – in liaison with the HLDP, the lead will ensure that submissions are made in line with national deadlines and contain sufficiently robust information to give assurance that patients are being proactively managed towards discharge.

5.1.3.3 **Development of the At Risk of Admission Register (ARAR)** – HLDP are responsible for holding this register. However, there is work underway across NCL to ensure consistency of definitions and interventions and the lead will be expected to support this work.

5.1.4 **Delivery of the council's transformation programme –** This responsibility sits with council commissioners under existing arrangements. It is expected that the lead will continue to deliver this programme in line with council corporate objectives and to ensure that the programme supports wider Transforming Care objectives.

6. As pooled fund manager, manage the pooled budget to support and enable the strategic commissioning intentions.

6.1 The principles of management of the pooled budget are set out in the section 75 agreement, in sections 10 and 11. Of specific note for learning disabilities budgets is as follows:

6.1.1 The outline CLDT specification includes delegation of pooled budgets for packages to the service. This approach is untested and presents new financial risk to the CCG. Delegation should only be agreed subject to assurance of the budgetary controls described in the outline specification. The lead is expected to implement this element of the specification in shadow form over at least a six month period and put in place measures to mitigate risks.

6.1.2 There is an existing historic pooled budget for staffing. The lead will be the point of contact with HLDP should there be business cases made for additional staffing.

7. Deliver savings as set out in the Council's MTFS and the CCG's QUIPP Plans

7.1 As set out in sections 10 and 11 of the section 75 agreement, each year a Joint Investment and Savings plan will agreed between the council and the CCG and the lead will be expected to implement this for learning disabilities.

8. Lead on reporting to and liaising with the relevant local bodies

8.1 The section 75 agreement sets out detailed performance management and reporting requirements for the lead commissioner including through a newly established Joint Commissioning and Finance Management Group, the Joint Executive Team and the Joint Haringey Finance and Performance Partnership Board.

8.2 The lead commissioner will operate within these reporting mechanisms to ensure strong oversight of both finance and outcomes.

9. Lead on reporting to and liaising with national bodies e.g. NHSE or CQC

9.1 It should be noted that the Transforming Care programme has a very high profile nationally and is subject to regular assurance from NHSE. The lead will be expected to act as the contact for NHSE in this regard.

9.2 NHSE may additionally require updates as part of their routine quarterly assurance meetings with the CCG, completion of ad hoc templates and self-assessment frameworks which the lead will be expected to co-ordinate.

Part 2 Schedule 1

Section C: HARINGEY COMMUNITY LEARNING DISABILITY TEAM (CLDT) SERVICE OUTLINE SPECIFICATION

1. Strategic vision

1.1 Haringey Clinical Commissioning Group (the CCG) and London Borough of Haringey (the Council) wish to commission a Community Learning Disability Team (CLDT) service which supports our strategic vision for adults and transitioning children with learning disabilities for whom they have they a responsibility.

1.2 Our aim is support people with learning disabilities by commissioning services that seek to build resilience, promote independence, support balanced risk taking in the context of being safe, are innovative in approach and reduce the need for statutory services over time. We will do this in partnership and as part of a whole-system transformation to improve care for all people with learning disabilities.

1.3 We expect the CLDT to work closely and in full partnership with service users and carers to identify the goals and outcomes which are important to them and which promote their independence, enable them to live in the community and support them to lead ordinary lives. As a partnership, we expect the provider of the service to adopt an integrated approach which ensures seamless delivery of health and social care to people accessing the service and minimises barriers to delivering joined up care and support. To enable this, the specification is supported by a pooled budget which will enable the service to work in creative and innovative ways to deliver outcomes for users that matter to them, engage them in wider civic life and keep within the budget allocated.

1.4 This specification will be supported by a Delivery Plan which details how the provider will offer an integrated approach will delivers against the requirements of this specification, drives changes in workforce culture and operates within the budget available.

2. Principles

2.1 We wish to commission services based on the principles set out in the national guidance, Building the Right Support. These principles are as follows:

2.2 People should be supported to be independent and to have a **good and meaningful everyday life** - through access to activities and services such as early years services, education, employment, social

and sports/leisure; and support to develop and maintain good relationships.

2.3 Care and support should be **person-centred, planned, proactive and coordinated** – with early intervention and preventative support based on sophisticated risk stratification of the local population, person-centred care and support plans, and local care and support navigators/keyworkers to coordinate services set out in the care and support plan.

2.4 People should have **choice and control** over how their health and care needs are met – with information about care and support in formats people can understand, the expansion of personal budgets, personal health budgets and integrated personal budgets, and strong independent advocacy.

2.5 People with a learning disability and/or autism should be supported to live in the community with **support from and for their families/carers as well as paid support and care staff** – with training made available for families/carers, support and respite for families/carers, alternative short term accommodation for people to use briefly in a time of crisis, and paid care and support staff trained and experienced in supporting people who display behaviour that challenges.

2.6 People should have a choice about where and with whom they live – with a choice of **housing** including small-scale supported living, and the offer of settled accommodation.

2.7 People should get good care and support from **mainstream NHS services,** using NICE guidelines and quality standards – with Annual Health Checks for all those over the age of 14, Health Action Plans, Hospital Passports where appropriate, liaison workers in universal services to help them meet the needs of patients with a learning disability and/or autism, and schemes to ensure universal services are meeting the needs of people with a learning disability and/or autism (such as quality checker schemes and use of the Green Light Toolkit).

2.8 People with a learning disability and/or autism should be able to access **specialist health and social care support in the community** – via integrated specialist multi-disciplinary health and social care teams, with that support available on an intensive 24/7 basis when necessary.

2.9 When necessary, people should be able to get **support to stay out of trouble** – with reasonable adjustments made to universal services aimed at reducing or preventing anti-social or 'offending' behaviour, liaison and diversion schemes in the criminal justice system, and a

community forensic health and care function to support people who may pose a risk to others in the community.

2.10 When necessary, when their health needs cannot be met in the community, they should be able to access high-quality assessment and treatment in a **hospital** setting, staying no longer than they need to, with pre-admission checks to ensure hospital care is the right solution and discharge planning starting from the point of admission or before.

2.11 In addition, people should receive care closer to home which promotes their independence.

3. Outcomes for users

3.1 Outcome 1: Promoting independence

- I want to live at home and as independently as possible
- I want to do as much for myself as I can including managing my own health and wellbeing needs
- I want be as active and as healthy as I can
- I want to set my goals and outcomes and work to achieve them with support where necessary
- I want my friends and family to be involved in my care and to make new friends and relationships
- I want to be able to go outside my home to lead an ordinary life including employment, education, leisure and social relationships

3.2 Outcome 2: Help in a crisis

- I want short term help when I am in a crisis to enable me to do the things I could do before the crisis
- I want to be independent and return home as quickly as possible

3.3 Outcome 3: Safeguarding

- I want to be free from abuse
- I want to feel safe

3.4 Outcome 4: Quality when services are necessary

- I want a responsive service, with consistency of care
- I want a service delivered by people who care
- I want a service delivered by people trained to support my condition
- I want to be involved in decisions about my care package

4. Service Outcomes supported

4.1 The expected outcomes that the service will support are as follows:

- Reduced inpatient activity by 50%
- Reduced average length of stay for all admissions
- No use of residential care except where no other option is available
- Support planning helps users of the service to achieve their outcomes and goals, promotes independence and control and involves them at all stages
- Access to positive behaviour support for all patients of all ages with challenging behaviour
- Reduction in the use of out of area placements and increased support for care closer to home
- Increased use of Personal Integrated Care Budgets and Direct Payments
- Elimination of/reduction in existing health inequalities
- Transformation of care and culture working towards a life course approach with local services built around the individual and integrated approaches as the norm
- Increased employment, education and vocational activity for people with learning disabilities
- Annual reviews as a minimum – target 100%
- Multi-disciplinary assessments and reviews
- Effective engagement with users and carers to inform service delivery and improvement
- Increases in numbers of people with a learning disability with a Health Action Plan

5. Eligibility

i) Eligibility by residence, registration and statutory duty:

Individuals resident in Haringey and/or registered with a Haringey GP (or otherwise usually resident as defined in the Responsible Commissioning guidance) are eligible for this service. For avoidance of doubt, individuals for whom the council or CCG has responsibility under the Care Act, Section 117 of the Mental Health Act or who are Continuing Health Care are also eligible for this service. This may include individuals placed in or out of the borough and those being discharged from forensic units.

ii) Eligibility by need:

The specific cohorts of individuals whom can access the service are:

a) People aged 18 and over who have a global learning disability (GLD) in community, acute, acute mental health and learning disability hospital settings.

b) **Individuals with a GLD in any of those settings who have another formal diagnosis** – for example autism, mental health or substance misuse – the CLDT will be expected to provide services to that individual in collaboration with other relevant agencies. On a case by case basis, dependent on clinical need, the CLDT may also act as the lead agency with care co-ordination responsibility for that individual.

c) **Individuals in any of those settings who have an unclear or disputed GLD diagnosis**, the CLDT is expected to offer support and advice to other relevant agencies and to provide services to the individual if professionals agree this to be of clinical benefit. This will need to be agreed on a case by case basis between professionals involved in the patient's care.

d) **Under-eighteens in the community and residential schools transitioning to the CLDT service from children's teams** - the CLDT should offer advice support and take an active part in transition planning for these individuals including leading the Transition Team

6. Services offered

6.1 The following services will be offered in a way consistent with the principles set out in Building the Right Support. In a person centred, multi-disciplinary, and integrated way and in accordance with all guidance and clinical guidelines associated with the council and CCG's statutory duties and the relevant professional bodies, the service will provide the following:

a) Assessment of health and social care needs.

b) Integrated pathways for service users with multiple and complex needs and challenging behaviour, including those with physical health needs.

c) The development of care and support plans to meet those needs which specify expected outcomes and timescales for progress towards achieving these.

d) Referral to Haringey's Brokerage Team which will design and broker packages of care which meet the identified health, care and support needs.

e) Regular multi-disciplinary review and revision as necessary of those care plans at least annually.

f) Care co-ordination which is proactive and part of an multi-disciplinary approach.

g) Provision of learning disability specialist treatment and care which meets the needs of those using the service, including nursing, social work, psychology, positive behaviour support, occupational therapy, speech and language therapy and psychiatry.

h) Support to individuals to ensure that they access employment or meaningful activity, have secure income and accommodation and positive social networks.

i) Preventing and responding to crises, including maintaining a register of people at risk of hospital admission.

j) Support to service users to access mainstream health and care services, including for their physical health.

k) Liaison and support to families and carers as part of a person centred care planning process.

7. Recommendations to the Council and CCG in relation to specific statutory duties

7.1 The CLDT will deliver services to ensure that the council and CCG are compliant with their statutory duties under all relevant legislation. These are:

a) Acceptance or discharge of a S117 duty

b) Application for a Deprivation of Liberty order

In both these cases, it is expected that the CLDT will make full clinical recommendations to the CCG and council to enable these bodies to make the necessary approvals and decisions in relation to these duties. The CLDT is expected to take full responsibility for organising assessments and reports and preparing documentation in relation to these duties as necessary.

Continuing Healthcare (CHC)

7.2 The CLDT will undertake CHC assessments and reviews in full accordance with national guidance and make recommendations to the CCG as regards eligibility or otherwise for individuals who have met the threshold. The CLDT will present the outcome of assessments and reviews to Haringey's Eligibility Panel in accordance with the agreed terms of reference.

8. Budget

8.1 The CLDT will manage a pooled budget, allocated by the Lead Commissioner. The aim of the pooled budget is to enable the CLDT to

offer an integrated approach which ensures joined up delivery of health and social care and better outcomes for service users. It is expected that each of the salary and care purchasing elements of the budget will be considered as a pool to enable an integrated workforce to be developed and care and support planning which meets needs rather than follows separate health or social care requirements.

8.2 The CLDT will ensure that the pooled budget is managed effectively and will report monthly to the Lead Commissioner for Learning Disabilities on the budget, including identifying any risk of over or under spends arising.

8.3 The CLDT will report to the Lead Commissioner in the format required which meets the requirements of both the Council and the CCG.

9. Monitoring and delivery

9.1 The Lead Commissioner for Learning Disabilities will meet at least monthly with the CLDT to monitor delivery against the requirements of this specification and to ensure the targets and outcomes are on track for achievement.

9.2 The CLDT will develop a Delivery Plan to share with the Lead Commissioner which shows how it will meet the service requirements set out here, including how the workforce will be shaped to reflect the requirements for an integrated approach set out in this specification.

9.3 During this meeting, the Lead Commissioner will review progress on managing within the budget, savings targets, projected activity and performance levels and person centred outcomes. Any variance will be reported in a timely manner at these monthly monitoring meetings to enable mitigating action to be taken.

10. Quality assurance

10.1 The CLDT will be accepted to deliver high quality services in accordance with all relevant standards of care. The CLDT will have an internal quality assurance framework which complies with relevant guidance and includes as a minimum clinical governance structures, clinical audit, policies for serious untoward incidents, safeguarding and complaints, monitoring of service user and workforce experience and satisfaction, risk management and workforce development.

11. Liaison and interface with other services

11.1 The CLDT is expected to act as a source of expertise in relation to people with learning disabilities. It will act as a point of advice and support to other agencies in making reasonable adjustments to their services including primary care services, acute and mental health

inpatient provision, mental health and general community services and council services.

12. Supporting CCG and council returns

12.1 The council and CCG are expected to make returns to NHS England, the Department of Health and Department of Communities and Local Government. These include the monthly submission to NHSE about progress in relation to the discharge of inpatients and the annual Learning Disabilities and Autism Self Assessments. The CLDT is expected to provide accurate and full information that is held by the service in a timely way in accordance with the requirements of the returns and to offer support and advice to commissioners as necessary. The CLDT may be requested to join meetings with these government departments as required.

13. Purchase of packages of care

13.1 The CLDT will be responsible for approving spend on packages of care within the allocated budget to meet health and social care needs identified through the assessment and care planning process. To give assurance of quality and cost effectiveness of these packages, the CLDT will work directly with Haringey's Brokerage Team, with appropriate senior management oversight. The Brokerage Team will:

a) Identify potential providers/cost benchmarking

b) Set up packages of care as appropriate to meet user need and in line with the principles and outcomes set out in this specification.

c) Quality check providers' proposed care plans – to include, compliance with person centred principles and positive behaviour support approaches, least restrictive options, appropriate risk management, goals which maximise independence, clear interventions to address needs, clear outcomes for the service user in relation to these needs and clear timescales for progress and review.

d) Have in place clear processes for raising quality concerns found as a result of the review or in between reviews and issues associated with safeguarding, incidents and CQC inspections.

13.2 In addition, the CLDT will carry out:

a) Robust review processes including a forward plan of annual reviews, an internal assurance process for ensuring the quality of the review and that the review has robustly considered how

independence can be maximised and least restrictive options for the service user.

b) Robust financial monitoring and reporting on year to date and forecast spend.

c) Systems for identifying risks of overspend and developing clear recovery plans to bring the budget in line with allocation.

14. National legislation, Guidance and Good Practice

14.1 It will remain the responsibility of the service provider to be aware of current and changing legislation governing and informing the delivery of services, and will remain the responsibility of the service provider to ensure that it complies with all and any changes to national legislation and published guidance on good practice

PART 2

SCHEDULE 2

ADULT MENTAL HEALTH SERVICES

Part 2, Schedule 2
Section A: Summary

Name of Service	Adult Mental Health Services
Type of agreements *(e.g. section 75, 76 or 256)*	Section 75
Type of Service *(e.g. Lead Commissioning, Pooled Budget)*	CCG Lead Commissioning with an Aligned Budget
Delegated Function	**Local Authority Function** – The commissioning of adult mental health services on behalf of the London Borough of Haringey
The Services	Haringey CCG will commission on behalf of itself and Haringey CCG a range of services and pathways which enable the implementation of priorities 1, 3 and 4 of the Haringey Mental Health and Well Being Framework (the framework).* Haringey CCG will manage a pooled budget to support this. The lead commissioner's specification is included in the **addendum** attached to this schedule. **These are the priorities relating to adults, there is a separate schedule under this section 75 agreement for CAMHS which sits under another schedule of this agreement.*
Aim of Service(s)	The overall aim is that all residents in Haringey are able to fulfil their mental health and wellbeing potential which includes ensuring the following: • **A prevention and early help offer** based on working with communities to build emotional resilience, to tackle root causes of mental illness such as unemployment, low levels of education and reduce social isolation, stigma and discrimination; • **Effective, evidence based primary care mental health** services - models focusing on multidisciplinary teams based in communities and arranged as 'hubs'. • **Secondary and specialist services** that are commissioned based on the outcomes, with co-ordinated single point of entry with information

	about services, waiting times and support to access services readily available to service users, carers and professionals. • A **whole system approach** to integration and enablement
Outcome of Service(s)	• **Improved resilience and self-confidence** ○ Access to appropriate settled accommodation ○ Engaged in paid and sustained employment and/or other meaningful activity ○ More people with mental health problems will have good physical health • **More people will have good mental health** ○ Strong social networks and reduced isolation ○ Fewer people will suffer avoidable harm and die by suicide ○ Fewer people will experience stigma and discrimination • **Increased activity in low intensity, lower cost resources** ○ There is a choice of readily accessible resources available that meets a range of needs and preferences ○ Pathways to (including access standards) and availability of resources understood by all stakeholders ○ Reduced activity in intensive, high cost resources
Statutory Guidance / Strategy / Framework Documents (if applicable)	The Care Act, 2014 The Mental Health Act, 1983 The Mental Capacity Act, 2005 Haringey Joint Mental Health and Wellbeing Framework
Eligibility and Assessment Procedures	Various dependent on specific service.
Key Performance Indicators	For each of the services commissioned we will develop an agreed set of local KPIs in addition to any existing national indicators.
Resources for managing the partnership	
	Mental Health Enablement Lead – Jointly funded post Council contribution: £39k CCG contribution: £39k Other than this, no staff are transferred or seconded between the partners as a result of this agreement. The partners will make available staffing resources and capacity to enable the operation of the agreement from their existing establishments.

	Any alterations to those establishments which may impair the operation of the partnership will be notified to the other partner in sufficient time to allow mitigations to be agreed.
Budgets	

Service line	LBH contribution (£000s)	CCG contribution (£000s)	Total (£000s)	Pooled or aligned
BEH MHT contract and staffing	1,401	29,952	31,353	Aligned
NHS contracts	0	4,671	4,671	Aligned
Other Contracts	228	339	567	Aligned
Council Directly Provided Services	1,013	0	1,013	Aligned
Care Packages	11,627	5,788	17,415	Aligned
Total	**14,269**	**40,750**	**55,019**	**Aligned**

Part 2, Schedule 2

Section B: Lead Commissioning Specification

1. Introduction

1.1. This specification sets out the roles and responsibilities of the Haringey Clinical Commissioning Group (the CCG) as lead commissioner ('the lead') for mental health under the section 75 agreement between the London Borough of Haringey (the council) and the CCG.

1.2. Full transfer of lead commissioning responsibilities should take place by April 2017 but the partners will work together to reach this point in a phased way.

1.3. The specification reflects current local and national guidance. The specification is subject to review in light of amendments to this guidance.

1.4. The specification reflects current commissioning developments and is also subject to annual review.

2. Understanding and responding to the need and demand in the local health and care economy.

2.1. The lead will work with public health, performance and business intelligence, children's services and the service itself to ensure that needs assessments are undertaken as necessary to understand projected demand and relevant demographic profile of the client cohort, including through transitions.

2.2. Given levels of co-morbidity and known challenges, it is particularly important that needs of people with mental health in mainstream health services are captured at the primary care and acute level. This should be included in any analysis as needed to inform commissioning of services.

2.3. The Haringey Mental Health and Wellbeing Framework is the local strategic framework for mental health and sets out the different strands of activity which are required to be co-ordinated by the lead. The framework requires commissioners to have a clear understanding of the numbers and needs within this group to inform the development of services that support prevention, enablement, discharge and ongoing support. Commissioners are also required to fully understand the needs of people at risk of admission to inform commissioning of preventative services. The lead will ensure that there are robust systems in place to support this

3. Lead on the development of the strategic commissioning intentions of the Council and the CCG, reflecting these in all service specifications.

3.1. Strategic commissioning intentions are informed by the principles and guidance set out in national programmes and strategies and in the local framework described above, in the NCL Sustainability and Transformation Plan, the Haringey and Islington Well Being Partnership and a range of local strategies including the Health and Well Being Strategy, the council's corporate plan and the CCG's annual commissioning intentions

3.2. The lead will represent the Council and the CCG in respect of mental health and this will include being the representative at regional, sub-regional and local strategic meetings. The lead will work with NCL partners to agree the optimal geographical footprint for the range of service developments needed to deliver strategic commissioning intentions.

3.3. Many of the above mentioned developments are at a very early stage. As they become more concrete, the lead will develop Haringey structures for ensuring that relevant stakeholders meaningfully co-produce or are involved in the development of a local vision and objectives that support all service developments regardless of agreed geographical footprint.

4. Ensure the sufficiency and quality of market provisions to meet need.

4.1. The market for mental health provisions falls into distinct categories which are in different stages of development and which are set out in the Mental Health and Wellbeing Framework and the Haringey Enablement Programme. The lead will be required to ensure and develop a high quality, financially sustainable and responsive market to meet identified needs across a range of areas including:

- Crisis response
- In-patient provision
- Primary care
- Supported housing, supported living and residential care
- Meaningful occupation
- Community Mental Health Teams

4.2 The lead will be expected to build on existing developments to deliver the required market. In doing so, the lead will be informed by the principles of the Mental Health and Wellbeing Framework, including that services should be person centred, based on enablement models and sufficiently flexible to be purchased with personal and/or personal health budgets.

5. Contribute to the transformation and re-design of services in line with the agreed strategic commissioning intentions. The work under this heading falls into four broad categories:

- New service developments which support the delivery of the Mental Health and Wellbeing Framework
- Re-design of the services delivered currently by the BEH MHT
- Responsibilities in relation to individual inpatients and patients at risk of admission
- Delivery of the council's transformation programme

6 As pooled fund manager, manage the pooled budget (if agreed) to support and enable the strategic commissioning intentions.

6.1 The principles of management of the pooled budget are set out in the section 75 agreement, in sections 10 and 11. Of specific note for mental health budgets is as follows:

6.1 The specification may include delegation of pooled budgets for packages to the service. This approach is untested and presents new financial risk to partners. Delegation should only be agreed subject to assurance of the budgetary controls described in the outline specification. The lead is expected to implement this element of the specification in shadow form over at least a six month period and put in place measures to mitigate risks.

7 Deliver savings as set out in the Council's MTFS and the CCG's QUIPP Plans

7.1 As set out in sections 10 and 11 of the section 75 agreement, each year a Joint Investment and Savings plan will agreed between the council and the CCG and the lead will be expected to implement this for mental health.

8 Lead on reporting to and liaising with the relevant local bodies

8.1 The section 75 agreement sets out detailed performance management and reporting requirements for the lead commissioner including through a newly established Joint Commissioning and Finance Management Group, the Joint Executive Team and the Joint Haringey Finance and Performance Partnership Board.

8.2 The lead commissioner will operate within these reporting mechanisms to ensure strong oversight of both finance and outcomes.

9 Lead on reporting to and liaising with national bodies e.g. NHSE or CQC

9.1 It should be noted that existing reporting and liaison requirements will remain in place.

9.2 NHSE may additionally require updates as part of their routine quarterly assurance meetings with the CCG, completion of ad hoc templates and self-assessment frameworks which the lead will be expected to co-ordinate.

PART 2

SCHEDULE 3

LONG TERM CONDITIONS AND OLDER PEOPLE'S SERVICES, INCLUDING BETTER CARE FUND

Part 2, Schedule 3

Section A: Summary

Name of Service	
Type of agreements *(e.g. section 75, 76 or 256)*	Section 75
Type of Service *(e.g. Lead Commissioning, Pooled Budget)*	CCG Lead Commissioning with an aligned budget
Delegated Function	Haringey Council delegates commissioning responsibility for the Better Care Fund to Haringey CCG.
The Service	Long Term Conditions and Older People's services, including The Better Care Fund
Aim of Service(s)	The Haringey Better Care Fund (BCF) is developing a health & social care system in which all adults are supported to live healthy, long and fulfilling lives. Haringey Clinical Commissioning Group (CCG) and the London Borough of Haringey (LBH) want everyone to have more control over the health and social care they receive, for it to be centred on their needs, supporting their independence and provided locally wherever possible. This will be achieved by a reorientation of health and social care provision from reactive and fragmented care (mainly provided in acute and institutional settings) to proactive and integrated care (mainly provided in people's homes and by primary, community and social care). The Haringey BCF will not define people by their disabilities, but by their abilities, their potential and what they can do for themselves, with and without support. A lead commissioner's specification is in development and will be completed by April 2017.
Outcome of Service(s)	The BCF is measured against six outcome measures: • Reduction in Non-Elective Admissions (NELs)

	• Reduction in the number of delayed transfers of care (DTOC, delayed days) • Reduction in the number of non-elective admissions for falls related injuries • Reduction in rate of permanent admissions (65+) into residential and nursing care • Increase in proportion of patients discharged into reablement/ rehabilitation services still at home 91 days following discharge • Increase in the proportion of patients who felt that they have received enough support to manage their long term health conditions
Strategy/Framework Documents (if applicable)	• Haringey Better Care Fund (BCF) Narrative Plan 2016-17 • Haringey BCF 2014-16 (http://www.haringeyccg.nhs.uk/about-us/better-care-fund.htm)
Eligibility and Assessment Procedures	• These are in development and will be agreed by April 17
Key Performance Indicators	• 2.6% reduction in Non-Elective Admissions (NELs) • 8% reduction in the number of delayed transfers of care (DTOC, delayed days) • 3.9% reduction in the number of non-elective admissions for falls related injuries • 7% reduction in rate of permanent admissions (65+) into residential and nursing care • 1.8% increase in proportion of patients discharged into reablement/ rehabilitation services still at home 91 days following discharge • 2.2% increase in the proportion of patients who felt that they have received enough support to manage their long term health conditions
Resources for managing the partnership	
	A joint commissioning post (Commissioning Lead – Better Care Fund) will oversee the programme management of the Better Care Fund and be the lead commissioner. This post is line managed and employed by Haringey CCG and reporting to Haringey CCG and Haringey Council. A Commissioning Project Officer – Better Care Fund will report to the Commissioning Lead – Better Care Fund. A joint commissioning Data Analyst Post shall be managed and employed by Haringey Council. The Better Care Fund shall meet the agreed salary costs of all three Joint Posts; the budget for which is as indicated in Scheme 4 (BCF Programme).

Pooled budgets				
Service line	**LBH contribution**	**CCG contribution**	**TOTAL**	**Pooled or aligned**
Social Care Team (LBH)		£252,000	£252,000	Aligned
Whittington ICTT/ Nursing		£6,771,095	£6,771,095	Aligned
Locality Team		£1,041,253	£1,041,253	Aligned
MDT		£89,000	£89,000	Aligned
Overnight District Nursing Service		£150,000	£150,000	Aligned
Dementia Day Opportunities		£475,000	£475,000	Aligned
Whittington falls service		£58,000	£58,000	Aligned
Palliative Care		£300,000	£300,000	Aligned
Rapid Response		£250,000	£250,000	Aligned
Reablement		£3,042,905	£3,042,905	Aligned
Step down		£625,000	£625,000	Aligned
Home from Hospital		£150,000	£150,000	Aligned
MH Navigator		£40,000	£40,000	Aligned
7 Day Social Worker		£146,067	£146,067	Aligned
Cavell Ward		£1,254,233	£1,254,233	Aligned
Neighbourhoods Connect		£160,000	£160,000	Aligned
Information, Advice and Guidance (IAG)		£55,000	£55,000	Aligned
Self-Management Support		£116,600	£116,600	Aligned
Interoperable IT		£22,095	£22,095	Aligned
BCF Programme		£175,000	£175,000	Aligned
Principal Social Worker		£60,000	£60,000	Aligned
VBC IPU Support		£69,496	£69,496	Aligned
Disabled facilities grant	£1,818,000		£1,818,000	Aligned
Carers		£1,067,000	£1,067,000	Aligned
Contingency		£1,332,740	£1,332,740	Aligned
TOTAL BCF	**£1,818,000**	**£17,702,484**	**£19,520,484**	Aligned
Stroke Services	£44,062	£84,955	£129,017	Aligned
Handyperson Service	£22,166	£38,000	£60,166	Aligned
Total Total	**£1,884,228**	**£17,825,439**	**£19,709,667**	Aligned

PART 2

SCHEDULE 4

CHILD AND ADOLESCENT MENTAL HEALTH SERVICES

SUMMARY

Name of Service	**Child and Adolescent Mental Health Services**
Type of agreements *(e.g. section 75, 76 or 256)*	Section 75
Type of Service *(e.g. Lead Commissioning, Pooled Budget)*	Joint Commissioning with Aligned Budget; CCG Lead Commissioner
Delegated Function	**Local Authority Function** – The commissioning of Child and Adolescent Mental Health Services on behalf of the London Borough of Haringey
The Services	Haringey CCG will commission on behalf of itself and Haringey Council a range of services and pathways which enable the implementation of priority 2* of the Haringey Mental Health and Well Being Framework (the framework). Haringey CCG will manage a pooled budget to support this. **This is the priority relating to CAMHS, there is a separate schedule under this section 75 agreement for adult mental health which sits under Priorities 1, 3 and 4 of the framework.*
Aim of Service(s)	• To provide appropriate mental health support for children and young people, delivering the right service at the right time • To meet and deliver the outcomes outlined in Haringey's CAMHS Transformation Plan
Outcome of Service(s)	The CAMHS Transformation Plan identifies the following outcomes: 1. Integrated and comprehensive commissioning under an agreed local framework for all provision, delivering transparency, accountability and value 2. An early intervention approach that provides access to non-stigmatised triage and signposting with a focus on community support which avoids over-medicalising children and young people and that builds a system of support in natural contexts such as school and home.

	3. A coordinated preventative approach for children and young people, parents/carers and families through systems around the child working well together to support emotional wellbeing across the children's workforce. 4. Improved access to the right service at the right time with better support for vulnerable children and young people to access appropriate support 5. Flexible services that meet the preferences and developmental needs of children and young people 6. Child and Adolescent Mental Health Services with the tools to provide an efficient and up-to-date response to the population with a well-trained and competent workforce for delivery 7. Better inter-agency working and improved communication with referrers and better discharge planning 8. More focused work that reduces dependency and promotes resilience and enablement 9. Improved crisis planning and pathways that provide timely support and robust follow up 10. Clear protocols for cross-boundary issues and working between child and adult services 11. Better engagement with under-represented communities/groups
Strategy/Framework Documents (if applicable)	• Future in mind: Promoting, protecting and improving our children and young people's mental health and wellbeing (DH) • Haringey CAMHS Transformation Plan
Eligibility and Assessment Procedures	Various dependent on specific service
Key Performance Indicators	• For each of the services commissioned we will develop an agreed set of local KPIs in addition to any existing national indicators.
Resources for managing the partnership	
	Children and Young People's Vulnerable Children's Joint Commissioning Manager Other than this, no staff are transferred or seconded between the partners as a result of this agreement. The partners will make available staffing resources and capacity to enable the operation of the agreement from their existing establishments.

	Any alterations to those establishments which may impair the operation of the partnership will be notified to the other partner in sufficient time to allow mitigations to be agreed.

Pooled budgets

Service line	LBH contribution	CCG contribution	TOTAL	Pooled Or Aligned	
Barnet, Enfield and Haringey Mental Health Trust (Specialist CAMHS- Generic, AOT)	£0	£2,436,203*	£2,436,203*	Aligned	
Tavistock and Portman Specialist Child & Adolescent Services	£0	£412,930*	£412,930*	Aligned	A
Extra-Contractual Referrals/Non-Contracted Activity	£0	£31,166	£31,166	Aligned	
Primary Care CAMHS/CAMHS in GP Surgeries	£0	T	T	Aligned	
Royal Free (Eating Disorders & Generic)	£0	£256,280 ED £25,000 Gen***	£281,580 ED ***	Aligned	
SLAM (CIPP)	£0	£25,000***	£25,000***	Aligned	
Whittington Paediatric Mental Health Liaison Team	£0	**	**	Aligned	
North Mid University Hospital Child and Adolescent Paediatric Liaison Team	£0	**	**	Aligned	
CAMHS Transformation Projects- Various Providers	£0	£991,718	£991,718	Aligned	
Commissioning Budgets					
Tavistock and Portman First Step (LAC)	£362,921	T	£362,921 T	Aligned	
Barnet, Enfield & Haringey Mental Health Trust (CAMHS LD, Youth Offending)	£172,000	T	£172,000 T	Aligned	
Multi-Systemic Therapy	£114,000	£0	£114,000	Aligned	
Open Door	£46,500	£123,991 + T	£170,941 T	Aligned	
CYPS Budgets					
Barnet, Enfield and Haringey Mental Health Trust (Edge of Care)	£38,800	£0	£38,800	Aligned	
Public Health Budgets					
Young Minds	£21,200	£0	£21,200	Aligned	
Whittington PIPs	£69,000	£235,000*	£304,000*	Aligned	
Total	**£824,421**	**£4,537,288**	**£5,361,709**		

*: Reference costs/estimations only as part of block contracts.

**: Within Acute Tariff

***: Cost/Volume (Estimated)

T: CAMHS Transformation Funding 16/17 allocation - £991,718 included in line' **CAMHS Transformation Projects- Various Providers'**

PART 2

SCHEDULE 5

INDEPENDENT DOMESTIC VIOLENCE ADVOCACY AND THE IDENTIFICATION AND REFERRAL TO INCREASE SAFETY SERVICES

INDEPENDENT DOMESTIC VIOLENCE ADVOCACY AND THE IDENTIFICATION AND REFERRAL TO INCREASE SAFETY SERVICES

SCHEDULE OF AGREED SERVICES 2016-17	
Name of Service	**Independent Domestic Violence Advocacy (IDVA) and the Identification and Referral to Increase Services (IRIS)**
Type of agreements *(e.g. section 75, 76 or 256)*	Section 75
Type of Service *(e.g. Lead Commissioning, Pooled Budget)*	Council Lead Commissioning with an Aligned Budget
Delegated Function	**Health Function** – The commissioning of the IRIS on behalf of Haringey Clinical Commissioning Group
The Services	Haringey Council will commission on behalf of itself and Haringey CCG a joint IDVA and IRIS function. Haringey Council will manage a pooled budget to fund the commissioning of the staffing and interventions in this service and additional placements and packages required to meet the needs of users of the service. A summary of the service is set out below.
Aim of Service(s)	The aim of the service is to support people affected by domestic violence by commissioning services that seek to build resilience, promote independence and support a balanced risk approach.
Outcome of Service(s)	Outcomes are set out in full in the specification and include: A. Improved access to justice and experience of the criminal justice system for all victims/survivors/clients of DV/A who report to the police – including reducing case attrition and providing support at the Specialist DV Court B. Victims/survivors/clients are satisfied with the service C. Victims/survivors/clients experience a reduction in risk and have increased feelings of safety D. Reduced harm to victim/survivor/client (and their children) E. Incidents of repeat victimisation identified and responded to

<table>
<tr><td></td><td>F. Male victims appropriately screened/identified and able to access as required specialist national and Pan London services
G. Victims/survivors/clients/service user supported to increase their (and their children's) safety and control over their lives, by working with them to develop appropriate safety plans and providing practical safety measures
H. Improved emotional, mental and physical health of victims/survivors/clients and support to access resources to maintain their health and wellbeing
I. Victims/survivors/clients/service user supported to regain autonomy and control of their lives</td></tr>
<tr><td>Strategy/Framework Documents (if applicable)</td><td>• VAWG Strategy (in development)
• Communities Strategy
• National Strategy</td></tr>
<tr><td>Eligibility and Assessment Procedures</td><td>As set out in the specification, contained within the contract.</td></tr>
<tr><td>Key Performance Indicators</td><td>For the IDVA/IRIS service there is an established set of local KPIs and national indicators set out in the contract.</td></tr>
<tr><td colspan="2">Resources for managing the partnership</td></tr>
<tr><td></td><td>No staff or other resources are transferred or seconded between the partners as a result of this agreement.

The partners will make available staffing resources and capacity to enable the operation of the agreement from their existing establishments.

Any alterations to those establishments which may impair the operation of the partnership will be notified to the other partner in sufficient time to allow mitigations to be agreed.</td></tr>
<tr><td>Pooled Budgets</td><td>Financial year: 2016/17
<table>
<tr><th>Service line</th><th>LBH contribution (£000s)</th><th>CCG contribution (£000s)</th><th>Total (£000s)</th><th>Pooled or aligned</th></tr>
<tr><td>IDVA</td><td>147</td><td>0</td><td>147</td><td>Aligned</td></tr>
<tr><td>IRIS</td><td>0</td><td>47</td><td>47</td><td>Aligned</td></tr>
<tr><td>Total</td><td>147</td><td>47</td><td>194</td><td>Aligned</td></tr>
</table></td></tr>
</table>

Addendum

IDVA and IRIS specification
Summary: Aims and Objectives
(As set out in the contract and specification)

A key element of delivering the revised Domestic Violence Pathway for Haringey, as endorsed by the Haringey Violence Against Women and Girls Strategy Group, is to ensure sufficient and focused capacity for independent domestic violence advocacy across the borough. The key aim of this Partnership Agreement is to support delivery of enhanced and joined up capacity across the borough to respond to the needs of women affected by domestic violence through the joint commissioning of Identification and Referral to Improve Safety (IRIS) and IDVA provision in Haringey. This Agreement enables the Council to act as lead commissioner of a joined up IRIS and IDVA service to strengthen the response to women affected by domestic violence and support a joint approach across the borough. A single commission which ensures that future provision across the IDVA and IRIS service is delivered jointly will ensure a more joined up experience for women using the service. This will in turn increase effectiveness and efficiency, reduce duplication and decrease the amount of fragmentation in the system.

An Independent Domestic Violence Advisor (IDVA) is a specialist domestic violence professional who supports victims at the highest risk of murder or serious injury. Their job is to make the victim and their family as safe as possible. They stand alongside victims and make sure they get whatever help they need.

Experts in high risk domestic violence, IDVAs provide vital emotional and practical support to victims. They deal with everything from getting an injunction to sorting out money to having the locks changed. Their job is to make sure the victim is safe – and they do whatever it takes.

The main purpose of Independent Domestic Violence Advisors (IDVA) is to address the safety of victims at high risk of harm from intimate partners, ex-partners or family members to secure their safety and the safety of their children. Serving as a victim's primary point of contact, IDVAs normally work with their clients from the point of crisis to assess the level of risk, discuss the range of suitable options and develop safety plans. They are pro-active in implementing the plans, which address immediate safety, including practical steps to protect themselves and their children, as well as longer-term solutions. These plans will include actions from the MARAC as well as sanctions and

remedies available through the criminal and civil courts, housing options and services available through other organisations. IDVAs support and work over the short- to medium-term to put them on the path to long-term safety. They receive specialist accredited training and hold a nationally recognised qualification.

Since they work with the highest risk cases, IDVAs are most effective as part of an IDVAs service and within a multi-agency framework. The IDVA's role in all multi-agency settings is to keep the client's perspective and safety at the centre of proceedings. Studies have shown that when high risk clients engage with an IDVA, there are clear and measurable improvements in safety, including a reduction in the escalation and severity of abuse and a reduction or even cessation in repeat incidents of abuse.

The IRIS project provides resources in general practice so that staff at all levels can be trained in identifying those who are at risk of or may be experiencing domestic violence. The project is successful as an Advocate Educator (AE) will be recruited to provide training to practice staff and will be integrated into the wider IDVA services.

The AE will raise awareness of VAWG issues, provide training so the practice staff can effectively use the HARKS software, and will support victims of domestic violence by referring them into the IDVA service as appropriate. The AE will be integrated into the provider organisation, ensuring continuity of service, while at the same time having a distinct role within the pathway.

The specification for this single, unified service is contained in the contract for the service which reflects the aims and objectives set out above.

Part 2, Schedule 5

Section 2: The NHS and the Council's Functions and Responsibilities for services for Violence Against Women and Girls

Introduction

1. This schedule sets out the Functions of both the CCG and the Council relevant to the provision of the Services. It also sets out the scope of delegation of functions to the Designated Body required to enable it to ensure the provision of the Services.

The Council's Functions:

2. The Council's Functions relevant to the provision of the Services are:

To agree to the arrangements so that the provision of a joint IRIS and IDVA service for women affected by domestic violence is embedded as an essential component of the revised domestic violence pathway approved by the Haringey Violence Against Women and Girls Strategy Group.

To act as the Designated Body and commissioning Lead.

To discuss and agree the service requirements annually with the nominated CCG Officer/s.

To embed the service requirements into the main contracts with the designated and appropriate providers.

To ensure delivery of the service requirements and standards as part of the regular contract performance meetings; raising any issues or concerns about the Service from the CCG with the provider/s and feeding back issues from the providers to the nominated CCG Officer/s. The Council should invite the CCG officers to contract performance meetings if appropriate or necessary.

To forward agreed monitoring data in the agreed format from the provider to the nominated CCG Officer/s.

To make payments for the Service to the provider at the level agreed with the CCG as part of the regular contract payments.

To invoice the CCG at the agreed rates and for the appropriate volume of activity undertaken by the provider on a quarterly basis.

The CCG's Functions:

4. The CCG's Functions relevant to the provision of the Services are:

To set out the service requirements and service and staff standards and requirements annually for discussion and agreement with the Council.

To ensure identified GPs work effectively with the commissioned IRIS IDVA service, providing the Advisors with the requests and relevant information for the activity.

To liaise directly with the advisors and advocate educators on operational and quality matters for specific cases and panels, raising any general concerns with the Council to be addressed via contract performance meetings.

To scrutinise monitoring return from the providers and confirm to the Council that they reflect and meet the requests made directly to the providers by the CCG.

To provide and/or authorise appropriate training for the providers.

To pay the invoices received from the Council.

Scope of Delegation to the Designated Body

5. The following functions are delegated to the Designated Body by the CCG**:**

To commission the providers best placed to deliver the service
To embed the service requirements into the main contracts
To performance manage the providers
To pay the providers
To provide appropriate service and financial reporting to the Council
To invoice quarterly at the agreed rates for the Council's contribution