Report for: Cabinet Member Signing – 31 March 2022

Title: Section 75 NHS Act 2006 Health and Social Care Haringey Learning Disability Partnership Agreement

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), Barnet, Enfield and Haringey Mental Health Trust (the Mental Health Trust), Whittington Health NHS Trust (the Trust) and North Central London Clinical Commissioning Group (the CCG) work together in partnership to deliver the Haringey Learning Disabilities Partnership (the Partnership). This Partnership operates as an integrated service hosted by the Council. The Partnership is supported by a health and social care partnership agreement under S.75 of the National Health Services Act 2006. The agreement has since lapsed and approval is sought an updated agreement.

1.2 The overall aim of the integrated service arrangements is to ensure that services for people with learning disabilities are planned, commissioned and provided in an integrated manner. The Agreement, presented here for approval, supports this aim by enabling an integrated service offer, underpinned by pooled funds and a lead commissioning arrangement described in Haringey's s. 75 commissioning partnership agreement.

2. Cabinet Member Introduction

2.1 N/A

3. Recommendations

3.1 The Cabinet Member is asked:

3.1.1 To approve the draft Section 75 NHS Act 2006 Partnership Agreement (Haringey Learning Disability Partnership Agreement) attached at Appendix 1 between the Council, the Mental Health Trust, the Trust and the CCG which provides integrated service arrangements for adults with learning disabilities hosted by the Council.

3.1.2 To delegate to the Director of Adults and Health, after consultation with the Lead Member for Health, Social Care and Well-Being, the authority to finalise and agree any further details within the Section 75 Partnership Agreement between the parties.

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 an integrated service for adults with learning disabilities in Haringey within the framework set out in the National Health Services Act 2006. However,

the Agreement has now expired and its approval is urgently required to ensure the integrated service can continue to develop and to facilitate partner contributions to the pooled fund which underpin its operations.

4.2 The integrated service ensures that adults with learning disabilities are able to access integrated health, care and support services which meet their needs in a joined up and holistic way. The integrated service helps to support parity of esteem between mental and physical health and supports the most efficient use of resources across partners.

4.3 Partners have taken the opportunity to refresh the s. 75 Partnership Agreement to ensure that it aligns with the work being developed 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 proposed five year period for the Agreement will support a sustainable approach to integration which is in line with the wider policy and legislative landscape for health and care delivery over the coming years.

5. Alternative options considered

5.1 Consideration was given by officers to redesigning the service to separate out the elements which together create the integrated service. This approach, however, would by its very nature undo the joint arrangements which enable a holistic offer to adults with learning disabilities in Haringey and was therefore disregarded.

6. Background information

6.1 The s. 75 Partnership Agreement has served a very necessary purpose in providing the framework for enabling the Council and the NHS to work together in a more joined up way to meet the needs of adults with learning disabilities. This approach is in line with the current policy landscape for health, care and integration, which itself is currently undergoing significant change. As set out in the NHS Long Term Plan, the ambitions for more joined up approaches from a resident and service redesign perspective are reflected in the integrated service described here.

6.3 The host for the Partnership is the Council as the lead for learning disabilities set out in central government policy since Valuing People (‘A New Strategy for Learning Disability for the 21st Century’**)** was first published as a government White Paper in March 2001, by the then Department of Health. Through the Partnership Agreement, partners agree to ensure that:

6.3.1 the integrated provision is based on an agreed picture of needs rather than historical service configurations

6.3.2 the integrated service presents good value for money and best value

6.3.3 the integrated service seeks to promote emotional and physical good health and works to overcome social exclusion

6.3.4 the service is culturally competent in meeting the needs of people from black and minority ethnic communities

6.3.5 a whole systems approach is taken to commissioning and provision by preventing duplication and making more effective use of the current resources (e.g., integrated care pathways)

6.3.6 robust arrangements to collect performance management information are established and maintained and that information is used to evaluate performance against targets, monitoring both the effectiveness of the commissioning and the delivery process and the integrated service.

6.4 The Partnership Agreement identifies the core functions which the Partnership will deliver as Social Care, NHS Community Health Care (nursing, speech and language therapy, physiotherapy, occupational therapy and psychology), Continuing Health Care Nurse Assessment and Consultant Psychiatry. Managed together and delivered as a partnership these functions meet the wider needs of adults with learning disabilities in Haringey.

6.5 The Partnership Agreement also covers all components necessary for the effective delivery of an integrated service including approaches to staffing, a pooled fund, other resources including accommodation, information governance, performance and resolution of disputes. By adopting the outcomes set out above as its framework, the Partnership Agreement ensures these components are set within a person-centred and holistic approach.

6.6. The Partnership Agreement is supported by a Pooled Budget which in its first year will follow the pattern of contributions set out below and which is anticipated to follow in subsequent years.

S75 Scheme Plan 2021/22 - HLDP

Haringey Summary

Scheme name	Comissioner	Budget 20/21	Contribution CCG	Contribution LA	Budget 21/22	Contribution CCG*	Contribution LA	Budget Uplift CCG	Budget Uplift LA
Pooled Budgets									
BEHMHT - LD Psychiatry	CCG	264,760	264,760	0	264,760	264,760	0		
HLDP services - Staffing - LB Haringey	Joint	2,196,282		995,835	2,696,504		1,462,084		466,249
HLDP services - Staffing - Whittington			780,000			803,400		23,400	
HLDP services - Staffing - BEH			420,447			431,021		10,574	
Pooled Staffing Total		**2,461,042**	**1,465,207**	**995,835**	**2,961,264**	**1,499,181**	**1,462,084**	**33,974**	**466,249**
Haringey Council - Day Opportunities	LA	1,596,420	0	1,596,420	1,596,420	0	1,596,420		
Haringey Council - Linden Residential home	LA	2,100	0	2,100	2,100	0	2,100		
Winkfield Centre	LA	0	0	0	202,498		202,498		202,498
Chad Gordon Autism / Waltheof Day Centre	LA	0	0	0	175,195		175,195		175,195
Pooled Day Centre Total		**1,598,520**	**0**	**1,598,520**	**1,976,213**	**0**	**1,976,213**	**0**	**377,693**
Pooled Total		**4,059,562**	**1,465,207**	**2,594,355**	**4,937,477**	**1,499,181**	**3,438,297**	**33,974**	**843,942**

6.7 The Partnership Agreement reflects a risk share arrangement which allows for local arrangements if there is an anticipated over or under spend of less than 5%. Where there is an under-spend greater than 5% at the end of the Year, then the Commissioning Partners can carry that amount into the next Year, or it will be apportioned to the Commissioning Partners based on their contributions for that Year and returned. If there's a forecast over-spend greater than 5%, this will be accounted for in the Commissioning Partners' accounts in proportion to their contributions to the Pooled Fund that year; additional contributions will be given in the following Financial year to make good the over-spend. If the Partners agree they cannot provide that additional funding, the Finance Group will agree alternative budget reductions to cover the value of the over spend.

6.8 The Partnership Agreement is for a period of up to 5 years from the commencement date and there is the option to extend for a further period.

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 deliver the Haringey Learning Disabilities Partnership under the S.75 as an integrated service hosted by the Haringey Council for the period 1st April 2021 to 31st March 2022. The total 2021/22 pooled budget is £4.937m which comprises of £1.499m and £3.438m contribution from the NHS and LBH respectively.

Pooled Budget	**2020/21 £m**	**2021/22 £m**
Gross NHS Contribution	1.465	1.499
Gross LBH Contribution	2.594	3.438
Total Pooled Budget	**4.060**	**4.937**

8.1.2 Funding will be met from a combination of NHS contribution and LBH General Fund within Adult Social Care. There is sufficient pooled budget to meet the allocated expenditure over the financial year 2021/22.

8.2 Legal

8.2.1 Section 75 of the NHS Act 2006 allows NHS bodies and local authorities to pool their resources, delegate functions, integrate service provision and transfer resources from one party to another. The section permits:
a) pooled fund arrangements for services for specific client group;
b) delegation of functions – lead commissioning: where health and local authorities delegate functions to one another and there is a lead commissioner locally and c) Delegation of functions – integrated provisions: where health and social care services are integrated and provided from a single managed lead provider. The proposed integrated service provision partnership agreement for adults with learning disabilities and with the Council acting as the host partner is within the scope of Section 75 of the Act and the associated regulations.

8.3 Procurement

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

8.4 Equalities

8.4.1 The Equality Act (2010) legally protects people from discrimination in the workplace and in wider society. The Act replaced previous anti-discrimination laws and introduced the term 'protected characteristics' to refer to the following nine groups that are protected under the Act:

· Age

· Disability

· Gender Reassignment

· Marriage and Civil Partnership

· Pregnancy and Maternity

· Race

· Religion or Belief

· Sex

· Sexual Orientation

8.4.2 Under this Act Haringey Council has a Public Sector Equality Duty 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 those protected characteristics and people who do not

· Foster good relations between people who share those characteristics and people who do not

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

8.4.3 The proposed decision is to approve the S. 75 Partnership Agreement between the Council, the Mental Health Trust, the Trust and the CCG which provides integrated service arrangements for learning disabilities hosted by the Council.

8.4.4 The Partnership enables the Council and NHS to work together in a more joined up way to meet the needs of adults with learning disabilities. The partners agree to a set of commitments that will improve equality of opportunity for residents with learning disabilities (protected characteristic of disability). This includes more joined-up approaches for service design, commitment to promote health outcomes and reduce social exclusion and consideration of intersectionality through a culturally competent service that meets the needs of people from black and minority ethnic communities.

9. Use of Appendices

9.1 Appendix 1 contains the s. 75 partnership agreement.

10. Local Government (Access to Information) Act 1985

10.1 Not applicable.

APPENDIX 1:

HARINGEY LEARNING DISABILITY SERVICE PARTNERSHIP 2021-2026

DRAFT

AGREEMENT BETWEEN:

1. The Mayor and Burgesses of London Borough of Haringey;

And

2. Barnet, Enfield and Haringey Mental Health NHS Trust
3. Whittington Health NHS Trust
4. North Central London Clinical Commissioning Group

For delivery of Integrated Services for Adults with Learning Disabilities in Haringey

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THIS PARTNERSHIP AGREEMENT DATED 1 APRIL 2021 AND IS MADE BETWEEN:

(1) The Mayor and Burgesses of **The London Borough of Haringey** of Civic Centre, High Road, Wood Green, London N22 8LE ('the Council');

And

(2) Barnet, Enfield and Haringey Mental Health NHS Trust of St Ann's Hospital, St Ann's Road, London, N15 3TH ('the BEH-MHT')

(3) Whittington Health NHS Trust of Magdala Avenue, London N19 5NF ("the Whittington")

(4) North Central London Clinical Commissioning Group, Laycock PDC, Laycock Street N1 1TH

Together called "the Partners" within the Haringey Learning Disability Partnership ("HLDP").

1. WHEREAS:

1.1 On 1st March 2017, the Council entered into a Section 75 National Health Service Act 2006 Partnership Agreement for a term of 5 years with Haringey Clinical Commissioning Group which is now defunct and succeeded by North Central London Clinical Commissioning Group (the CCG). The Agreement provided for the commissioning of learning disability services and the establishment and maintenance of pooled fund for this purpose. The Council is the Lead Commissioner.

1.2 Further to the above Agreement, the Council, CCG, Barnet, Enfield and Haringey Mental Health NHS Trust (BEH-MHT) and Whittington Health NHS Trust (Whittington) hereinafter referred to as "the 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 an Integrated Learning Disability Services Partnership Agreement. This integrated service provision is to be referred to as the Haringey Learning Disability Partnership (HLDP) and which will be funded through a Pooled Fund.

1.3 The Partners are satisfied that the integrated services 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.

1.4 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 Service Specification in Schedule 1.

1.5 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.

1.6 The partnership arrangements do not affect the liability of the Partners 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.

1.7 The provision of the Individual Services secured by the Pooled Fund, within the powers of the Partners, shall be limited to Eligible Service Users.

1.8 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.

1.9 The Partners have obtained the necessary consents and approvals to enter into this Agreement and the Partners have approved the terms and conditions of this Agreement.

2. DEFINITIONS AND INTERPRETATION

2.1 Reference in this Agreement to the terms set out in this Clause shall have the following meanings:

Act	Means The National Health Service Act 2006 as amended
Arrangements	Means the arrangements described at Clause 5 of this Agreement
BEH-MHT	Means Barnet, Enfield and Haringey Mental Health NHS Trust
Best Value	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
Carer	Means someone of any age who, without payment, unconditionally gives help and support to a Service User or a person who would be eligible for HDLP Integrated Services if they choose to receive them
Clinical Governance	Means the Trusts' duty to improve the quality of health services and safeguarding high standards of care
Commencement Date	Means the 01 April 2021
Commissioning Partner	Means the Council and NCL CCG
Delivery Agreement (Service Level Agreement)	Means this Delivery Agreement and Schedules attached hereto

Executive Group	Means the group consisting of the Partners acting through their respective delegated officers whose terms of reference are attached to this Agreement at Schedule 2
Expenditure/ Finance Group	Means the group consisting of the Expenditure/ Finance managers as provided for in Clause 9.0 and whose Terms of Reference are attached to this Agreement at Schedule 2
Expenditure/ Finance Plan	Means the plan relating to use of the Pooled Fund drawn up in accordance with Clause 9.0
Financial Year	Means a year commencing on 01 April in one calendar year and ending on 31 March in the subsequent calendar year
Governance Arrangements	Means the arrangements for governance of the Partnership Meeting Group and other related groups, as referred to in Schedule 2
HLDP	Means Haringey Learning Disability Partnership
HLDP Integrated Service	Means the services developed and provided through funding made available through the Pooled Fund and through any other relevant funds as may become available during the duration of this Agreement (for e.g. 'external funding' secured or other centrally allocated grants or funds) for the provision of the HLDP Integrated Service, more particularly described in Schedule 1 (Service Specification)
Health Related Functions	Means such of those health related functions referred to in Regulation 6 of the Partnership Regulations
Head of Service	Means the Head of HLDP
Host Partner	Means the Council acting as Host Commissioner which in this case is the London Borough of Haringey

NHS Functions	Means the NHS functions referred to in Regulation 5 of the Partnership Regulations (subject to the exclusions referred to therein).
NCL CCG	Means **NHS North Central London Clinical Commissioning Group** the NHS body responsible for commissioning health services in Haringey, and providing care management to NHS Continuing Healthcare fully funded clients.
NHS Provider Trust/s	Means BEH-MHT National Health Service Trust and Whittington Health National Health Service Trust

Partners or Partner	Means the Council, NCL CCG, the NHS Provider Trusts (Whittington Health and the BEH-MHT) together or individually as the context requires
Partnership	Means the arrangements agreed by the Partners in this Agreement for the purpose of providing the HDLP Integrated Services pursuant to the Partnership Regulations and Section 75 of the Act
Partnership Arrangement(s)	Means the arrangements for the provision of the HDLP Integrated Services as set out in this Agreement
Partnership Meeting Group	Means the Joint Partnership Group - a multi-agency Partnership Meeting Group representing all service user groups including people with learning disabilities with the Council acting as lead and including Representatives from the Council, NCL Clinical Commissioning Group, NHS Provider Trusts (Whittington Health and BEH-MHT), People with a Learning Disability, Carers, local Voluntary Sector representatives, carers and others, as appropriate.
Partnership Regulations	Means the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 (SI 2000/617)
Pooled Fund Manager	Means such officer responsible for managing the Pooled Fund and shall be the Head of Service
Pooled Fund	Means the Pooled Fund established pursuant to Regulation 7(1) of the Partnership Regulations
Premises	Means any building or premises owned or leased by either of the Partners and used in relation to the HLDP Integrated Service
Quarter	Means the following periods in each Financial Year: Quarter 1 - 01 April to 30 June Quarter 2 - 01 July to 30 September Quarter 3 - 01 October to 31 December Quarter 4 - 01 January to 31 March
Representative	Means the nominated representative of the Partners of sufficient seniority and of the discipline required in the particular context
Service Contractors	Means the contractors with whom the Partners contract or arrange for HLDP Integrated Services to be provided pursuant to this Agreement
Service Specification	Means the Specification which is attached at Schedule 1.

People with a Learning Disability who use HLDP services	Means adults aged 18 + who meet the HLDP Integrated Service eligibility criteria for people with a Learning Disability, who are 'ordinarily resident' in Haringey. These may also include such other people as may be agreed between the Partners, including (without limitation) people who are eligible for assessment for the HLDP Integrated Services
Strategic Commissioning	Means the strategic process of planning, developing and commissioning services based on needs of the population
Whittington Health NHS Trust	Means Whittington Health NHS hospital Trust

2.2 Reference to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the Commencement Date) from time to time.

2.3 The headings of the clauses in this Agreement are for reference purposes only and shall not be construed as part of the Agreement or deemed to indicate the meaning of the relevant clauses to which they relate.

2.4 The Schedules in this Agreement are an integral part of this Agreement and references to Schedules are references to the Schedules to this Agreement and a reference to a paragraph is a reference to the paragraph in the Schedule containing such reference.

2.5 Reference to a person or body shall not be restricted to natural persons and shall include a company corporation or organisation.

2.6 The masculine includes the feminine and vice versa.

2.7 The singular includes the plural and vice versa.

3. COMMENCEMENT, DURATION AND REVIEW OF THE AGREEMENT

3.1 The Agreement shall come into force on the Commencement Date.

3.2 The Agreement shall be for a period of up to 5 years from the Commencement Date ("Contract Period") subject to earlier termination in accordance with the terms of this Agreement or at law or to extension in accordance with Clause 3.2A.

3.2A The Contract Period may be extended for a further period of up to 24 months if the Partners agree in writing to such an extension. The same terms and conditions as those contained within this contract shall apply to any extension of the Contract Period subject to the provisions of Clause 18.

3.3 Upon expiry or earlier termination of this Agreement, the Partners will agree and observe a detailed exit strategy to facilitate the orderly winding down or

efficient handover, or other arrangements, in respect of the HLDP Integrated Services and projects procured from the Pooled Fund. The exit strategy prepared shall address all the consequences of termination including:

- Implications for People with a Learning Disability who use HLDP services;
- Implications for each Partner;
- The relationship with Service Contractors;
- Personnel issues;
- The financial impact of termination;
- All other relevant issues.

3.4 Upon expiry or earlier termination of this Agreement, the remaining funds in the pool will be apportioned in proportion to the Council's and CCG's contribution to the Pooled Fund for that Financial Year and returned to the both commissioning partners. The Commissioning Partners agree to make any necessary payments to the Pooled Fund, or to each other, to reflect the correct apportionment of funds on the date of termination of this Agreement.

3.5 For the purposes of Clause 3.4, the total sum will include contributions made to the fund for the year in question, and any sums 'rolled forward' from the previous Financial Year.

3.6 This Agreement shall be subject to periodic review as detailed at Clause 18.

3.7 Any review under this Agreement will seek to monitor the effectiveness of the Arrangements detailed at Clause 5 and will be in accordance with the provisions of Clause 18.

4. THE AGREEMENT, AIMS AND OBJECTIVES

4.1 The Partners wish to ensure that services for people with learning disabilities 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 with learning disabilities who are their responsibility.

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

4.2.1. the integrated provision of the services is based on an agreed picture of needs rather than historical service configurations;

4.2.2. the integrated services present good value for money and best value;

4.2.3. the integrated services seek to promote emotional and physical good health and work to overcome social exclusion;

4.2.4. the services are culturally competent in meeting the needs of people from black and minority ethnic communities;

4.2.5. 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);

4.2.6 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 and the delivery process and the integrated services.

4.3 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.

5. PARTNERSHIP ARRANGEMENTS FOR DELIVERY OF THE HLDP

INTEGRATED SERVICES

5.1 With effect from the Commencement Date:

The Partners agree to maintain and deliver the HLDP Integrated Service provision arrangements for eligible adults with learning disabilities. The Council shall be the Host Partner.

5.1.1. The Partners agree to establish and maintain a Pooled Fund for the purpose of the HLDP Integrated Service and the exercise of the NHS Functions and Health-Related Functions associated with provision of the HLDP Integrated Services.

5.1.2. The Partners agree that the Arrangements shall be governed by the structures as set out at Schedule 3 and Schedule 4 and shall cover the following functions:

a) Social care.

b) NHS Community Health Care (nursing, speech and language therapy, physiotherapy, occupational therapy and psychology).

c) Continuing Health Care Nurse Assessor.

d) Consultant Psychiatry

5.1.3. The Partners agree that the Pooled Fund will be used to fund HLDP Integrated Services.

5.1.4. The Partners agree that expenditure from the Pooled Fund shall be in accordance with the terms of this Agreement.

5.2 For the purposes of the implementation of the Partnership Arrangements, the NCL CCG hereby delegates the exercise of the NHS Functions to the Council to exercise alongside the Council's Health-Related Functions and act as integrated provider of the services and functions in Paragraph 5.1.3 above and set out in Schedule 1 (Service Specification).

6. STAFFING ARRANGEMENTS

6.1. Staff employed by each Partner shall continue to be employed by the respective Partner, subject to operational arrangements as set out in Schedule 4 below (Operational Arrangements).

6.2. Secondment

6.2.1 The Trusts and NCL CCG shall second employees ('Secondee Employees') to the HLDP Integrated Service for the period as agreed between the Partners ('Secondment Period').

6.2.2 During the Secondment Period the Seconded Employees shall:

a) provide the HLDP Integrated Services whilst continuing to be employed by the NHS Provider Trusts (BEH-MHT and Whittington Health) or NCL CCG respectively;

b) perform the duties assigned to them by the HLDP Integrated Service within the general scope of their current or revised job title, job descriptions and conditions;

(i) devote the whole of their time, attention and skill to their duties for the HLDP Integrated Service under this Agreement; and

(ii) adhere to all lawful and reasonable directions given to them by the HLDP Integrated Service.

6.2.3 The Seconded Employees will be subject to the same conditions of employment that exist in their employment with the Trusts or NCL CCG in relation to all matters including, but not limited to, hours of work, training, annual leave and sickness.

6.2.4 During the Secondment Period the Council as Host Partner agrees to pay the NHS Provider Trusts (BEH-MHT and Whittington Health) and NCL CCG an amount equal to remuneration in accordance with the expenditure arrangements of the Pooled Fund and in line with the objectives and obligations of the substantive employing Partner and specifically in relation to this Agreement including:

a) The salary, including any bonus elements applicable paid by the NHS Provider Trusts (BEH-MHT and Whittington Health) and NCL CCG to the Seconded Employees;
b) National Insurance contributions payable by the NHS Provider Trusts (BEH-MHT and Whittington Health) and NCL CCG in respect of a Seconded Employee's salary; and
c) The pensions contributions paid by the NHS Provider Trusts (BEH- MHT and Whittington Health) and NCL CCG in respect of a Seconded Employee's pension arrangements.
d) Any overhead cost as instructed by CCG commissioners

6.2.5 Any other employment costs, such as redundancy costs, must be approved, funded and agreed in writing (and recorded as amendments to this Agreement) as otherwise all such costs will remain the responsibility of the substantive employing Partner.

6.2.6 The sums payable under clause 6.2.4 shall accrue on a day-to-day basis and be payable at monthly intervals commencing one month from the start of the Secondment Period. On termination of this Agreement all sums due and owed by the Council as Host Partner under this clause shall be paid immediately to the relevant Trust [NHS Provider Trusts (BEH-MHT and Whittington Health)] and NCL CCG as part of the agreed exit strategy.

6.3 Appointment to Management posts

6.3.1 The management posts will be recruited by a joint panel with Representatives from all Partners. Post-holders may be employed by either Partner(s) to this Agreement and any such NHS staff will be seconded to the HLDP Integrated Service (Host Partner - the Council) for day-to-day line management arrangements. To avoid anomalies and difficulties with 'differentials' the grading structure of the Host Partner will be applied to these and any other designated joint appointments, subject to agreement by the Executive Group. Where appropriate, recruitment panels should also include other key stakeholders, such as People with a Learning Disability and Carers.

6.3.2 Where the post-holder is from a health background and employed by one of

the Provider NHS Trusts (BEH-MHT and Whittington Health) or from NCL CCG, the post-holder will be seconded to the HLDP Integrated Service under existing NHS terms and conditions of service and salary, subject to 6.3.1 above and by agreement of the Executive Group.

6.3.3 All employees will be operationally managed on a day-to-day basis within the management structure set out in Schedule 3 and the operational arrangements of Schedule 4.

7. NON-FINANCIAL CONTRIBUTIONS

7.1. The Council will provide and make available to the Arrangements corporate services as appropriate, including but not limited to, senior management support, finance and HR.

7.2. The NHS Provider Trusts (BEH-MHT and Whittington Health) will provide and make available to the Arrangements corporate services as appropriate, including but not limited to, HR and Payroll functions and senior management support.

7.3. Except where approved as part of the Expenditure/ Finance Plan referred to in Clause 9, the non-financial contributions referred to in Clauses 7.1 to Clause 7.2 will not be funded from the financial contributions referred to.

7.4. This Agreement includes a specific Schedule on Estates, Premises, Running Costs, Supplies & Facilities (Schedule 5).

8. EXPENDITURE AND ADMINISTRATION OF POOLED FUNDS

Use of Pooled Funds

8.1 Subject to agreement between the Partners, the monies in the Pooled Fund may be expended on the exercise of NHS Functions and Health-Related Functions in different proportions to that which the Partners have contributed to the Pooled Fund.

Pooled Fund Manager

8.2 The Council will act as Host Partner for the purposes of Regulations 7(4) and (6) of the Partnership Regulations and will provide the financial administrative systems for the Pooled Fund.

8.3 The Pooled Fund Manager of the Pooled Funds for the purposes of Regulation 7(4) of the Partnership Regulations shall be appointed in accordance with the provisions of Clause 6.4.1.

8.4 The Pooled Fund Manager will also be the Head of Service.

8.5 The Pooled Fund Manager will report to:

8.5.1 the Council's Assistant Director Adult Social Services; and

8.5.2 the Executive Group.

8.6 The Pooled Fund Manager will be responsible for:

8.6.1 managing the Pooled Fund, including making payments from the pool, subject to Clause 9.7; and

8.6.2 submitting to the Partners Quarterly reports and an Annual Return on the Pooled Funds by 1 May of the following year, and all other information required by the Partners, in order to monitor the Pooled Funds; and

8.6.3 providing monthly budget 'call-over' update reports, as required.

8.7 The Partners will assist the Pooled Fund Manager to keep the accounts of the Pooled Fund by making available to the Pooled Fund Manager any relevant financial information relating to the Arrangements of this Agreement.

9. EXPENDITURE/ FINANCE PLAN

9.1. Each Partner shall designate an Expenditure Manager to carry out matters assigned to them by the Partners pursuant to this Agreement.

9.2. The Expenditure Managers together shall form the Expenditure/ Finance Group whose terms of reference are detailed at Schedule 2. The Expenditure/ Finance Group will meet on a Quarterly basis and report to the Executive Group twice yearly.

9.3. The Expenditure Group shall agree a proposed Expenditure/ Finance Plan for the Pooled Fund for each Financial Year which shall not exceed the total contribution by the Partners to the Pooled Fund for that Financial Year having first consulted with the Executive Group.

9.4. The Expenditure/ Finance Group shall submit the proposed Expenditure/ Finance Plan to the Executive Group for their consideration and approval.

9.5. In the event that the Expenditure /Finance Group cannot agree a proposed Expenditure/ Finance Plan by the end of the first Financial Year in respect of the subsequent Financial Year then the matter shall be referred to the Executive Group.

9.6. The Partners shall through the Executive Group consider and unanimously approve the proposed Expenditure/ Finance Plan or make such amendments as

the Partners deem necessary having due regard to the comments of the Partnership Meeting Group.

9.7. The Partners agree that all expenditure from the Pooled Fund shall be made in accordance with the Expenditure/ Finance Plan approved by the Executive Group and, as appropriate, will share relevant information with the Partnership Meeting Group.

9.8. In the event of any substantial change in funding arrangements (e.g. change in national grant allocation within the particular financial period) in respect of the HLDP Integrated Services, any Partner may call an 'extraordinary' meeting of the Executive Group to consider the implications and agree appropriate actions.

10. GENERAL PROVISIONS ON UNDER-SPENDS AND OVER-SPENDS

10.1. In the event of an anticipated total under-spend in the Pooled Fund in accordance with the Expenditure/ Finance Plan within any Financial Year of less than 5% then the Expenditure/ Finance Group may by agreement re-deploy such amounts to be used for the purposes of the Pooled Fund.

10.2. In the event of an anticipated total under-spend in the Pooled Fund in accordance with the Expenditure/ Finance Plan within any Financial Year of more than 5% then the Expenditure/ Finance Group shall agree a revised Expenditure/ Finance Plan and submit it to the Executive/ Finance Group for approval and in default of such revised Expenditure/ Finance Plan being agreed by the Expenditure/ Finance Group within a reasonable time then the matter will be referred to the Executive/ Finance Group for determination.

10.3. In the event that there is an under-spend of the Pooled Fund at the end of any Financial Year then the Commissioning Partners may by agreement (subject to all legal and accounting requirements) carry over such amount to be utilised in the Pooled Fund in the next Financial Year, and in the absence of such agreement then the under-spend shall be apportioned in proportion to the Commissioning Partners' contributions to the Pooled Fund for that Financial Year and returned to the respective Partners.

10.4. For the purposes of this Clause 10 the Council's contribution for that Financial Year shall be the Council's actual contribution to the Pooled Fund.

10.5. For the purposes of this Clause 10 the NHS Provider Trusts (BEH-MHT and Whittington

Health) contribution shall be the amount that the NHS Provider Trusts (BEH-MHT and Whittington Health) is regarded as having contributed to the Pooled Fund in accordance with Schedule 6.

10.6. The Partners agree that in the event of any over-spend in excess of the approved Expenditure/ Finance Plan the Expenditure/ Finance Group will put in place mitigating action to contain over-spends and will report all over-spends to the Executive Group.

10.7. Any over-spends at the end of any Financial Year will be accounted for within the Commissioning Partners' own accounts and in proportion to the contributions to the Pooled Fund with additional contributions to be given in the following Financial year to make good the over-spend.

10.8. In the event that the Partners agree that they cannot provide additional funding to the Pooled Fund in the manner described at 10.7, the Expenditure/ Finance Group will agree alternative budget reductions to cover the value of the over- spend.

11. VAT

11.1 The Council's VAT regime will apply in respect of the Arrangements.

12. AUDIT AND RIGHT OF ACCESS

12.1. The Council, as Host Partner is responsible for the audit of the Pooled Funds accounts. All such audits will be shared with the Expenditure/ Finance Group and reported to the Executive Group.

12.2. The Council will arrange for the audit of the accounts in relation to the Pooled Fund and in accordance with the requirements of the Local Audit and Accountability Act 2014.

12.3. This audit must be supported by evidence that the management reports of the contributing Partners identify and show how the Pooled Fund is fulfilling the Arrangements detailed in Clause 5 above.

12.4. The Partners shall promote a culture of probity and sound financial discipline and control in relation to the Agreement.

12.5. The Provider NHS Trusts (BEH-MHT and Whittington Health) and NCL CCG shall provide the right of access to the Partners' internal and external auditors in respect of matters concerning the Pooled Fund including but not limited to any document, information or explanation they require from any employee, member or contractor of the Provider NHS Trusts (BEH-MHT and Whittington Health) in order to carry out their duties. This right is not limited to financial information or accounting records. If any person is concerned about giving access to non-financial information, they may request a discussion with the senior officer of the person requesting the information prior to disclosure.

12.6. The right of access under Clause 12.5 applies equally to Premises or equipment used in connection with the functions covered by this Agreement. Access may be at any time without notice, provided there is good cause for access without notice.

12.7. In line with the Department of Health reporting timetable, the Council shall provide audited memorandum accounts to the NHS Provider Trusts (BEH-MHT and Whittington Health) authorised finance officers as and when requested.

13. LIABILITIES AND INSURANCE

13.1. In the event of any complaint or enquiry, or any liability which arises in connection with this Agreement, about any act or omission of any of the Partners or their employees, agents or contractors in relation to the Arrangements, or other term of this Agreement, where as a result a Partner/s (the first Partner/s) becomes liable for the acts or omissions of another Partner/s (the defaulting Partner), its employees, agents or contractors:

13.1.1 The liability of the first Partner/s and any associated costs and losses will be that of the defaulting Partner who shall indemnify the first Partner for all reasonable costs (including legal costs) of the first Partner.

13.1.2 In the event of a dispute under this Clause 13, the matter will be referred to the dispute resolution process described in Clause 27.

13.2. Each Partner shall ensure that it maintains policies of insurance [or in the case of the NHS Provider Trusts (BEH-MHT and Whittington Health)], equivalent arrangements through schemes operated by the National Health Service Litigation Authority) in respect of all potential liabilities arising from these Arrangements.

13.3. The NHS Provider Trusts (BEH-MHT and Whittington Health) shall maintain the following levels of insurance:

13.3.1 public liability insurance in a sum of not less than £2,000,000 (two million pounds) for any one occurrence or series of occurrences arising out of any one event;

13.3.2 employer's liability insurance in a sum of not less than £10,000,000.00 (ten million pounds) for any one occurrence or series of occurrences arising out of any one event and which complies with the Employers' Liability (Compulsory Insurance) Act 1969 and the Road Traffic Act 1972; and

13.3.3 professional indemnity insurance in a sum of not less than £1,000,000 (one million pounds) for any one occurrence or series of occurrences arising out of any one event.

13.4. The NHS Provider Trusts (BEH-MHT and Whittington Health) shall maintain liability insurance cover for all Seconded Employees.

13.5. The Council shall maintain public liability insurance against injury or damage to

the Seconded Employees or their property.

13.6. 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 30.1, the Indemnified *Partner* that may claim against the Indemnifying *Partner* will:

13.6.1 within 3 working days give written notice of that matter to the Indemnifying Partner specifying in reasonable detail the nature of the relevant claim;

13.6.2 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);

13.6.3 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.

13.7. 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 30.1 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.

13.8. 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.

14. CONTRACTING

14.1 This Agreement is for the delivery of service and as such the Partners will enter into contractual arrangements for the provision of the HDLP Integrated Services approved through the process described in Clause 8 and Clause 9. The contract will be in the name of the Council and will be made in accordance with the organisation's Contract Standing Orders, Financial Regulations, Procurement Code of Practice and will at all times be subject to domestic law.

15. JOINT WORKING PROTOCOLS

15.1 The Partners have agreed to establish a series of joint protocols to govern procedural matters of the partnership arrangements established by this Agreement, which will support achievement of the Arrangements described in Clause 5.

15.2 In the event of any conflict between the joint protocols and this Agreement, this Agreement shall prevail.

15.3 The Parties agree to use all reasonable endeavours to develop joint working protocols as shall be required for the sharing of Information with other agencies and third parties in so far as they relate to this Agreement or subsequent contracts made in accordance with Clause 14.

16. STANDARDS OF CONDUCT

16.1 The Partners will comply with and will ensure the Arrangements comply with statutory national and local requirements and other guidance on conduct and probity and will ensure good corporate governance including the Partners respective Standing Orders and Standing Financial Instructions.

17. STANDARDS SERVICE 17.1.

Best Practice

The Partners agree that central to the effective and efficient application and compliance of this Agreement are the following core principles:

a. Strengths based Approach to health and social care
b. A dual focus of best outcomes for service users & carers and value for money for all commissioned care and support
c. Delivery of the highest quality clinical and social care;
d. Assured practice governance;
e. Maintenance and development of equality and equal opportunities;
f. Implementation and development of Safeguarding policies and procedures;
g. Adherence to the practice standards in the Mental Capacity Codes of Practice, Deprivation of Liberty Safeguard Code of Practice, Mental Health Code of Practice, National Framework for Continuing Healthcare and NHS-funded Nursing Care, Care and Support Statutory Guidance and any other successor guidance documents.
h. Implementation and development of 'personalisation' to include Direct Payments and Assistive technologies

17.2. Best Value

17.2.1 The Council is subject to the duty of Best Value under the Local Government Act 1999. The Arrangements will therefore be subject to the Council's obligations for Best Value and the NHS Provider Trusts (BEH- MHT and Whittington Health) will co-operate with all reasonable requests from the Council which the Council considers

necessary in order to fulfil its Best Value obligations.

17.3. Clinical Governance

17.3.1 In addition to the arrangements detailed at Schedule 2 it is recognised that the NHS Provider Trusts (BEH-MHT and Whittington Health) and NCL CCG are subject to a duty of Clinical Governance. The Joint Head of Service for the HLDP shall be responsible for assessing, managing and reporting any clinical risk to the partners and to the Executive Group. The Executive Group will be responsible for monitoring and clinical governance. The Arrangements will be subject to the following clinical governance obligations:

a. Implementing risk management strategies and taking action to ensure adverse risks are avoided;
b. Openly investigating and learning lessons from adverse events;
c. Ensuring People with a Learning Disability have all the information they need about their care;
d. Ensuring health and social care professionals are supervised, and are up- to-date in their practices;
e. Ensuring all professional groups have clear Quality Practice Standards (QPS) in relation to all their activities;
f. Ensuring all professional groups participate in audit of clinical practice;
g. Developing and sharing good practice to ensure continuous improvements in clinical and social care practice.

17.4. Equality and Equal Opportunities

17.4.1 In providing the HLDP Integrated Services, the Partners shall comply in all respects with the Equality Act 2010 ("the 2010 Act") together with all applicable amendments, regulations and Codes of Practice or any future

or other legislation which concerns discrimination in employment and service delivery (the "Equalities Provisions") and shall in particular comply with the public sector equality duty under Section 149 and shall have due regard to the need to:

a. eliminate discrimination (whether direct or indirect), harassment, victimisation and any other conduct that is prohibited by or under the 2010 Act;

b. advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;

c. foster good relations between persons who **share a** relevant protected characteristic and persons who do not share it.

17.4.2 The Partners shall take all reasonable steps to ensure that their employees,

agents and sub-contractors employed in the provision of the HLDP Integrated Services shall carry these out in accordance with the obligations imposed on the Contractor by Condition 17.4.1.

17.4.3 Where in connection with this Arrangement , NCL CCG, the BEH-MHT and/or the Whittington are required to provide the HDLP Integrated Services on the Council's premises where the Council's employees are required to carry out work, they shall comply with the Council's own employment policy and codes of practice relating to racial discrimination and equal opportunities, copies of which may be obtained from the Council.

17.4.4 NCL CCG, the BEH-MHT and/or the Whittington shall notify the Council immediately in writing upon becoming aware of any investigation or proceedings brought against it under the Equalities Provisions.

17.4.5 If requested to do so by the Council, NCL CCG the BEH-MHT and/ or the Whittington shall fully co-operate with the Council at its own expense in connection with any legal proceedings, ombudsman inquiries or arbitration in which the Council may become involved arising from any breach of the Council's duties under the Equalities Provisions due to the alleged acts or omissions of NCL CCG, the BEH-MHT and/ or the Whittington or their personnel employed in and about the provision of the HDLP Integrated Services.

17.5. Safeguarding

17.5.1 Partners are committed to support and maintain safeguarding for the HLDP Integrated Service, implementing agreed policies and procedure in respect of all vulnerable adults, informed by legislation, statutory and other guidance and local procedures (such as, the Care Act 2014, Care and Support Statutory Guidance, Pan London Adult Safeguarding Policy and Procedure (ADASS), the Mental Capacity Act 2005, Mental Capacity Code of Practice, Deprivation of Liberty Safeguards Code of Practice and the Mental Capacity (Amendment Act) 2019 (Liberty Protection Safeguards 2020).

17.6. Personalisation

The Partners are committed to supporting and maintaining person centred planning and Strengths Based Approach to health and social care. The Partners are also committed to 'personalisation', giving people more independence, choice and control through high-quality and personalised health and social care services, whereby people with a Learning Disability are able to commission their own services and to live independently.

17.7. General Principles

The Partners shall undertake the Arrangements in accordance with the standards stated in this Agreement. The Partners will in relation to this Agreement:

a) treat each other with respect and equality of esteem;
b) where permitted by law and by this Agreement be open about the performance and financial status of each other;
c) provide early information and notice about relevant problems.

18. MONITORING, REPORTING AND REVIEW

18.1. The Partners will jointly monitor the effectiveness of the Arrangements through first, the Expenditure/ Finance Group, the Executive Group and report as appropriate to the Live Well Board and Health and Wellbeing Board, which acts in an advisory role.

18.2. The key performance targets for this Agreement are based on the national social care and/or health standards and measures; and relate to the outcomes and outputs as specified in the Service Specification for this Agreement which is attached as Schedule 1.

18.3. Performance against these targets (agreed in the Service Specification) will be monitored by the Council's Adult Services Department Management Team and reported by exception to the Executive Group.

18.4. At the end of two Quarters (twice yearly) in each Financial Year the Pooled Fund Manager, supported by the Expenditure/ Finance Group, shall submit an Income and Expenditure/ Finance report to the Executive Group.

18.5. At the end of two Quarters (twice yearly) and in accordance with the Expenditure/ Finance Plan the Council as Host Partner for the HLDP Integrated Services shall submit a monitoring report to the Executive Group detailing:

18.5.1 Financial activity and forecasting.

18.5.2 Performance data as outlined in 18.2, additionally where relevant:

a) Activity data for the HLDP Integrated Services;
b) Service development and improvement;
c) Waiting times;
d) Complaints;
e) Incidents.

18.6. The Partners agree to review and prepare a report on the Arrangements at the end of each Financial Year to include an evaluation of the exercise of the NHS Health-Related Functions, the LA Functions and of performance and service delivery against agreed performance measures, targets and priorities. This should include views of staff and

service user and carers gathered over the course of the year.

18.7. This Agreement shall be reviewed annually through a 'desktop' review arrangement overseen by the Joint Head of Service and the Joint Lead Commissioning Officer on behalf of the Executive Group and the outcomes reported to the Executive Group for their approval.

18.8. A full review of the HLDP and the Agreement will take place in year three (2023/24) of this Agreement (2021-2026), and will include consultation with all relevant stakeholders, including Service Users.

18.9. In the event that this Agreement is extended in accordance with Clause 3.2A subsequent reviews will take place thereafter at such intervals and on such dates as agreed by the Representatives and approved by the Executive Group.

18.10. The Partners may, in addition, review the operation of this Agreement on the coming into force (or in anticipation of the coming into force) of any relevant statutory or other legislation or guidance affecting the terms of this Agreement so as to ensure that the terms of this Agreement comply with such legislation or guidance.

18.11. The Agreement may be reviewed in monitoring the effectiveness of the Arrangements detailed at Clause 5.

19. SUB STANDARD PERFORMANCE

19.1. In the event that any Partner(s) shall have any concerns on the operation of the Arrangements or the standards achieved in connection with the carrying out of the objectives of this Agreement, it may convene a review with the other Partner(s) with a view to agreeing a course of action to resolve such concerns.

19.2. Nothing in this clause 19 shall prejudice the Partners' rights to terminate this agreement pursuant to the provisions therein.

20. COMPLAINTS

20.1. The Partners own statutory complaints procedures shall apply to the Arrangements. The Partners agree to assist one another in the management of complaints arising under these Arrangements. Each Partner shall inform the other Partners about any specific complaint relating to a Service User eligible for the HDLP Integrated Services relating to this Agreement

20.2. People with a learning disability placed in a residential or nursing home by another authority/ commissioner will be subject to the relevant complaints procedures of that placing authority and of the particular residential/ nursing home provider. The Partners of this Agreement may assist (by agreed arrangement in each individual case), as appropriate.

21. OMBUDSMAN

21.1. If a complaint is made to any Partner by a third party relating to the exercise of NHS Functions and Health-Related Functions associated with the provision of the Services, the Local Government Ombudsman or the NHS Ombudsman may have the power to investigate such complaint and the Partners will co-operate in such investigation.

21.2. In circumstances where a Partner/s (the first Partner/s) is found guilty of mal-administration or injustice by either Ombudsman in respect of a matter arising through the act or default of another Partner/s (the defaulting Partner/s), the defaulting Partner/s will indemnify the first Partner/s to the extent attributable to such act or default.

22. INFORMATION SHARING

22.1. The Partners will comply with and ensure that the Arrangements comply with all legislation regulations and guidance on information sharing produced by the Government, NHS England, NHS Digital, HSCIC and the Information Commissioner and in accordance with the multi-agency Haringey Information Sharing Protocol.

22.2. This will include co-operation and compliance with operational arrangements in respect of the use of the respective Partners' Case Management Information Systems.

22.3. All partners will use the council's established electronic database (Mosaic) for recording all service user information.

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

23 CORRUPTION

23.1. No Partner shall offer, give or agree to give to any employee or member of another Partner any gift or consideration at any time as an inducement or reward:

a) For doing or not doing any act in relation to the obtaining or performance of this Agreement or any other agreement connected to this Agreement with another Partner;

b) For showing or not showing favour or disfavour to any person in relation to this or any other agreement with another Partner.

23.2. If any Partner/s (or anyone acting on any Partner's/s' behalf or to its knowledge) does any of the acts referred to in Clause 23.1 or commits any offence under the

Bribery Act 2010 or under Section 117(2) of the Local Government Act 1972, the other Partner shall be entitled:

a) To terminate this Agreement by serving notice on the other Partners; and
b) To require the first named Partner/s, to procure the termination of any sub-contract or agency agreement if the relevant act is that of the first named Partner's/s' sub-contractor or agent.

23.3. In exercising its rights and remedies under this Clause 23, each Partner shall act in a reasonable and proportionate manner having regard to such matters as the gravity of the offence committed and the identity of the person committing the offence.

23.4. Any Partner shall promptly inform the other Partners of occurrence of any such prohibited act or offence of which it becomes aware.

24. TERMINATION

24.1 Any Partner may at any time by notice in writing to the other Partners, terminate this Agreement as from the date of service of such notice if:

24.1.1 The other Partner/s commit a material breach of any of its obligations hereunder which is not capable of remedy; or

24.1.2 The other Partner/s commit a material breach of any of its obligations hereunder which is capable of remedy but has not been remedied within a specified reasonable period of time (given the nature and circumstance of such breach) after receipt of written notice from the terminating Partner requiring remedy of the breach; or

24.1.3 The Executive Group are unable to unanimously agree the Expenditure/ Finance Plan pursuant to Clause 9 by 30 September for that year and each of the remaining 4 years.

24.2 Any Partner may by written notice to the other Partners terminate this Agreement if:

24.2.1 As a result of any change in law or legislation it is unable to fulfil its obligations hereunder;

24.2.2 Its fulfilment of its obligations hereunder would be in contravention of any guidance from any Secretary of State issued after the date hereof;

24.2.3 Its fulfilment of its obligations would be ultra vires, and Partners shall be unable to agree a modification or variation to this Agreement so as to enable the Partner to fulfil its obligations in accordance with law and guidance.

24.3 In the case of notice pursuant to Clause 24.2.1 or 24.2.2 the Agreement shall terminate after such reasonable period as shall be specified in the notice having regard to the nature of the change referred to in Clause 24.2.1 or the guidance referred to in Clause

24.2.2 as the case may be. In the case of notice pursuant to Clause 24.2.3, the Agreement shall terminate with immediate effect.

24.4 Any Partner may terminate this Agreement, on not less than 12 months' written notice, given by one Partner to the others.

24.5 This Agreement may otherwise be terminated by mutual agreement of the Partners.

24.6 Termination of this Agreement (whether by 'passing out' of time or otherwise) shall be without prejudice to the Partners' rights, in respect of any antecedent breach.

24.7 In the event of termination of the Agreement, the Partners shall, where possible, observe the exit strategy described in Clauses 3.33 & 3.3. The remaining funds will be apportioned as described in Clause 3.5.

25 CONFIDENTIALITY

25.1. "Confidential Information" shall mean all information disclosed by one Partner to another, orally, in writing or in electronic form relating to this Agreement that is not in the public domain (except where disclosure is in the public domain due to a breach of this clause).

25.2. Subject to the provisions of the FOIA (Freedom of Information Act) and any other applicable legislation, no Partner shall, without the prior written consent of the Partner to which the information relates, publish or disclose to any person, or permit any such disclosure by any of its employees or representatives, any Confidential Information received by it in relation to the Arrangements or Services, and dealt within overarching Haringey Information Sharing Protocols.

25.3. The Partners will jointly establish and keep operational procedures, policies and documentation as shall be necessary in order to meet the purposes, guidance and requirements of Government and of all relevant data protection and access to information legislation.

25.4. In addition, the Partners will jointly establish and keep operational procedures and policies for handling Service User access and consent to include but not limited to:

i. documentation for people with a learning disability who use HLDP services explaining their rights of access,

ii. documentation for people with a learning disability who use HLDP services explaining the relevance of their consent, rules and limits on confidentiality

26 DATA PROTECTION

26.1. All Partners shall throughout the term of the Agreement comply with the provisions of the Data Protection Act 2018 ('DPA 2018') or any subsequent amendment thereto and shall ensure that its agents and employees are trained in

and comply with the data protection principles set down in the DPA 2018 in relation to this Agreement.

26.2. Where either of the Partners process personal data, including sensitive data (as defined in the DPA 2018); the written consent to that processing by the data subject shall be obtained which shall specifically include consent to processing by the Partners for the purposes of this Agreement.

26.3. The Partners agree that where they act as data controller (as defined in the DPA 2018) as regard to personal data they shall have in place at all times and maintain, appropriate technical and organisational security measures governing the processing of personal data.

26.4. A defaulting Partner shall indemnify to the extent of that party's default to the other Partner, it's employees or agents against the cost of dealing with any claims made in respect of any information subject to the DPA 2018, which claims would not have arisen but for some act, omission or negligence on the part of the defaulting Partner, his employees or agents.

27 FREEDOM OF INFORMATION ACT (FOIA)

27.1. The Partners recognise that all Partners are subject to FOI and that the Council is subject to legal duties which may require the release of information under FOIA or any other applicable legislation or codes governing access to information and that the Council may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under, this Agreement in any way. In so far as is reasonably possible and practicable the Council will consult with Partners regarding the release of information as a result of this Agreement.

27.2. Notwithstanding anything in this Agreement to the contrary, in the event that the Council receives a request for information under the FOIA or any other applicable legislation governing access to information, the Council shall be entitled to disclose all information and documentation (in whatever form) as is necessary to respond to that request in accordance with the FOIA or other applicable legislation governing access to information. The Partners shall co-operate with the Council in respect of any requests which are made under the FOIA or other legislation.

27.3. The Council shall not be liable for any loss, damage, harm or other detriment however caused arising from the disclosure of any information relating to this Agreement under FOIA or other applicable legislation governing access to information

28 WAIVER

28.1. The failure of any Partner to enforce at any time 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.

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

29 GOVERNING LAW

29.1. This Agreement shall be governed by and construed in accordance with English Law.

30 DISPUTES

30.1. In the event of a dispute between the Partners in connection with this Agreement the Partners shall in the first instance, and in line with best practice, conduct an options appraisal and make recommendations to the Executive Group for a resolution.

30.2. If the Executive cannot reach and consensus decision to satisfy all interests, partners shall refer the matter to their HPB Representative or a nominated deputy, who shall endeavour to settle the dispute between themselves.

30.3. In the event that the Representatives (or their nominated deputies) cannot resolve the dispute between themselves within a reasonable period of time (and at a maximum of six months) having regard to the nature of the dispute, the matter will be referred to the Chief Executives or equivalent of the Parties for resolution.

30.4. In the event that the dispute cannot be resolved by the Parties as described above, the matter shall be referred for mediation. The Partners will identify and agree an appropriately qualified and independent mediator, within a reasonable period of time, having regard to the complexity and urgency of the particular dispute. In the event that the Partners cannot jointly agree a mediator, the Council shall have power to appoint a mediator of its choice, having due regard to the complexity and urgency of the situation.

30.5. In the event that the dispute is still unresolved within a reasonable period of time with regard to the nature of the dispute and having followed the procedure above, the Agreement may be terminated by any Partner on written notice to the other Partners.

31 ASSIGNMENT AND SUBCONTRACTING

31.1. The Partners may not assign mortgage transfer sub-contract or dispose of this Agreement or any benefits and obligations hereunder without the prior written consent of the other except to any statutory successor in title to the appropriate statutory functions.

32 NO LEGAL PARTNERSHIP

32.1 Nothing in this Agreement shall create or be deemed to create a legal partnership or the relationship of employer and employee between the parties.

33 NOTICE

33.1. Any notice or communication shall be in writing.

33.2. Any notice or communication to the relevant Partner, shall be deemed effectively served if sent via email registered post or delivered by hand at the address set out above and marked for either the Director of Adults and Health of the Council, Executive Director of Strategic Commissioning at NCL CCG, or the Chief Executives of the Trusts or to such other addressee and address notified from time to time to the other Partners.

33.3. Any notice served by hand shall be deemed to have been served on the date it is delivered to the addressee. Where notice is served by registered post, 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 48 hours after the time it was posted.

34 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

35 SEVERANCE

35.1. If any provision of this Agreement becomes or is declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such unenforceability shall in no way impair or affect any other provision of this Agreement allow which will remain in full force and effect.

36 FORCE MAJEURE

36.1. A Partner to this Agreement shall not be liable to the other Partners nor held in breach of the Agreement if that Partner is prevented, hindered or delayed in the performance of its obligations under the Agreement by any act of God, war, riot, civil commotion, explosion, fire, radiation, accident, government action, interruption in the supply of

power, labour dispute -other than a dispute concerning a Partners' employees or the employees of its sub-contractors, epidemic or other circumstances beyond the control of the Partner which prevents a Partner from, or hinders or delays a Partner in, performing its obligations under this Agreement (and which the application of due diligence and foresight could not have prevented).

36.2. If due to any of the circumstances listed in Clause 36.1 any Partner is prevented, hindered or delayed in the performance of their obligations in accordance with the Agreement that Partner shall as soon as reasonably practicable notify the other Partners in writing of such prevention, hindrance or delay and the reasons therefore whereupon the operation of the Agreement shall be suspended.

36.3. The suspension of the operation of the Agreement shall continue during the period (and only during the period) that such prevention, hindrance or delay due to the circumstances listed in Clause 36.1 continues. Upon those circumstances ceasing to prevent, hinder or delay the performance of the obligations of the Partner relying upon it that Partner shall give written notice to the other Partners of this fact.

36.4. If either of the Partners is prevented from performing their obligations due to any of the circumstances listed in Clause 36.1 for longer than one month then any Partner may immediately terminate the Agreement upon service of one month's written notice to the other Partners and the provisions of Clauses 3.3 and 3.4 shall apply.

37 ENTIRE AGREEMENT

37.1. This Agreement, the Schedules and the documents annexed to it or otherwise referred to in it constitutes the entire agreement between the Partners with respect to the subject matter hereof and shall supersede all previous communications representations understandings.

38 VARIATION

38.1. No variation of the terms or provisions hereof shall be binding upon any Partner unless made in writing and signed by a duly Representative of each Partner and approved by the Executive Group.

39 CONFLICT

39.1. Where there shall be a conflict between the terms of the main body of this Agreement and those stated in the Schedules those stated in the main body of this Agreement shall prevail.

IN WITNESS WHEREOF the parties have executed this Agreement as a deed on the day and year first before written.

EXECUTED ON BEHALF OF THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY BY AFFIXING ITS COMMON SEAL HEREUNTO BY ORDER]

Authorised Officer

EXECUTED AS A DEED BY BARNET ENFIELD AND HARINGEY MENTAL HEALTH NHS TRUST]

Authorised Officer

Authorised Officer

EXECUTED AS A DEED BY WHITTINGTON HEALTH NHS TRUST]

Authorised Office

Schedule 1:

HLDP Service Specification

Haringey Learning Disability Partnership (HLDP) Service Specification 2021-2026

1. National and Local Context

1.1. National Context

This specification should be seen within the context of national and local guidance, strategy and legislation relating to people with learning disabilities.

1.1.1 Valuing People (2001) and Valuing People Now (2009)

This government guidance sets out four guiding principles:

- Rights: People with learning disabilities and their families will have the same human rights as everyone else
- Independent Living: All disabled people should have greater choice and control over the support they need to go about their daily lives; greater access to housing, education, employment, leisure and transport opportunities and to participation in family and community life
- Control: Being involved in and in control of decisions by having information and support to understand the different options and their implications and consequences, so people can make informed decisions about their own lives
- Inclusion: Being able to participate in all the aspects of community – to work, learn, get about and meet people, be part of social networks and access goods and services – and to have the support to do so

1.1.2 The Care Act (2014)

Under the Care Act, the HLDP must ensure that people with learning disabilities who are 'ordinarily resident' in the area:

- receive services that prevent their care needs from becoming more serious, or delay the impact of their needs
- can get the information and advice they need to make good decisions about care and support
- have a range of provision of high quality, appropriate services to choose from and are protected from abuse or neglect and must consider:
    - what services, facilities and resources are already available in the area (for example local voluntary and community groups), and how these might help local people
    - identifying people in the local area who might have care and support needs that are not being met

- identifying carers in the area who might have support needs that are not being met and consider their eligibility for support in their own right

- In fulfilling this role, the HLDP must also work within the key aims and principles of the Care Act:
  - Promoting Wellbeing
  - Preventing, reducing and delaying needs
  - Ensuring access to care and support is fair and transparent
  - Ensuring people are in control of their care and support

1.1.3 Building the Right Support and the National Service Model, 2015

The HLDP has a key role in ensuring people with learning disabilities can live ordinary lives in their communities. The Transforming Care programme has set out how to achieve this for people with challenging behaviour and/or mental health conditions, built on 9 principles described in Building the Right Support and the National Service Model, 2015. These principles apply to all people with learning disabilities:

1.1.3.1 People should be supported 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.

1.1.3.2 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.

1.1.3.3 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.

1.1.3.4 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.

1.1.3.5 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.

1.1.3.6 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).

1.1.3.7 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.

1.1.3.8 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.

1.1.3.9 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.

1.1.4 Other National Standards Policy Drivers

There are a number of other legislations, national and professional standards and government services for people with learning disabilities, the most relevant of which are listed below:

i. Challenging behaviour and learning disabilities: prevention and interventions for people with learning disabilities whose behaviour challenges, NICE guideline [NG11] 2015.
ii. Mental health problems in people with learning disabilities: prevention, assessment and management (NG54) 2016
iii. Fulfilling and rewarding lives: The Strategy for Adults with Autism in England 2010;
iv. Care Quality Council National Minimum Standards;
v. Equality Act 2010;
vi. Mental Capacity Act, 2005;
vii. The Mansell Report Services for people with learning disability and challenging behaviour or mental health needs, DH 2007;
viii. Pan London Safeguarding Adults Multi Agency Procedures 2015;
ix. Working together to safeguard children 2015
x. Children's and Families Act 2014
xi. NHS Long Term Plan 2019

1.2 Local Context

1.2.1 NHS North Central London Clinical Commissioning Group (the CCG) and London Borough of Haringey (the Council) wish to commission Haringey Learning Disability Partnership (HLDP), an integrated community service which supports our strategic vision for adults and transitioning children with learning disabilities for whom they have responsibility.

1.2.2 Our vision is for adults with a learning disability in Haringey, and their carers, to be able to lead their best lives. They benefit from the Haringey Learning Disability

Partnership who work to reduce inequalities, provide specialist and responsive help, and strive to empower our residents to have choice and control over their lives. We will do this in partnership and as part of a whole-system to improve care for all people with learning disabilities.

1.2.3 Assessment, care planning and formulation of interventions will be provided by a multi-disciplinary team. The multi-disciplinary team will include - but not limited to, a range of skills - social work, nursing, continuing healthcare nursing, occupational therapy, speech and language therapy, physiotherapy, clinical psychology and psychiatry. As of December 2020 HLDP supported 774 residents with a learning disability.

1.2.4 The HLDP is moving towards greater integration as this refresh of the agreement also brings the staffing of learning disability psychiatry and continuing healthcare nursing into the partnership service specification. We aspire to integrate learning disability health and social care purchasing budgets in the next phase of the partnership for greater integration and more joined-up support for our residents with a learning disability and their families/ carers.

1.2.5 We expect the HLDP to work closely and in full partnership with service users and carers to identify the goals and outcomes which are important to them, which enable them to live in the community and support them to lead their best lives. As a partnership, we expect the providers 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. The HLDP will deliver health and social care services and interventions in a holistic and person centred way, with health and social care staff working together with the aim of providing services and/or coordinating services around each individual service user.

1.2.6 To enable this, the specification is supported by a pooled budget enabling the service to work in creative and innovative ways to deliver outcomes for users and engage them in wider civic life. Resources to support people with learning disabilities are under considerable pressure. Adult social care and health budgets have not kept pace with the population growth. The HLDP must operate with finite resources and apply principles of efficiency, effectiveness and best value to all they do in order to make best use of limited public resources and in

order to ensure the equitable allocation of those resources and keep within the allocated budget.

1.2.7 The team supports people with a diagnosed learning disability who are aged 18+ and ordinarily resident in Haringey (social care) or have a Haringey GP (health team). They have an eligibility criteria for accessing support directly from the team, however the HLDP also provides a learning disability facilitation and champion role, supporting all Haringey residents with a learning disability to have a good life.

1.2.8 As a Community Learning Disability Service, the HLDP services are provided in the community, either in a service user's home or in another community setting appropriate to the support or intervention being offered. The HLDP is not intended for patients in acute or other specialist health settings, however is HLDP patients are admitted to any hospital, they remain on the HLDP caseload. However, it may in-reach into those services and support those services to ensure good joint working and smooth transfer between settings. The HLDP will also work jointly with primary, secondary healthcare services, social, housing, leisure and employment services and a wide range of community-based social care and health services in all sectors in order to arrange service delivery around the needs and best interests of the service user.

1.2.9 The HLDP should not provide an alternative or parallel provision to mainstream services, but should always aim to facilitate access to mainstream services for the majority of people with a learning disability in Haringey.

2. Background to Partnership

2.1 The integration of health and social care services for people with· learning disabilities has been policy of successive governments and local partners, and remains a key driver for future improvements in the delivery of health and social care services, nationally and locally.

2.2 The Section 75 Partnership Agreement, sets out the contractual arrangements for the establishment of a pooled staffing budget and integrated provision of learning disabilities services in Haringey, under the title of Haringey Learning Disabilities Partnership (HLDP), with Haringey Council as lead organisation in the Partnership.

2.3 The HLDP was established in October 2003 and further developed through a series of Partnership Agreements established via Section 75 of the National Health Service Act 2006. Section 75 Agreements make provision for prescribed NHS bodies and prescribed local authorities to enter into prescribed arrangements in relation to the exercise of prescribed functions of the NHS bodies, and prescribed health-related functions of the local authorities.

2.4 Initially, the HLDP partners included the local authority (Haringey Council) and the two local National Health Service (NHS) trusts {NHS Haringey Primary Care Trust (PCT) and Barnet Enfield & Haringey Mental Health NHS Trust}, with Haringey Council as the lead partner.

2.5 In April 2011, a deed of variation was signed by all parties to take cognisance of the fact that Whittington Health NHS Trust became a new provider. This was the result of the split of the provider and commissioning arms of NHS Haringey PCT and the joining of the provider arm with the Whittington Health NHS Trust. NHS Haringey PCT was renamed NHS Haringey under the Agreement as the commissioning arm. This was approved by the Leader of Haringey Council in April 2012.

2.6 Subsequently, new legislation, in the form of the Health and Social Care Act 2012, resulted in some significant changes within the NHS. Service commissioning and procurement changes saw the transfer of commissioning functions from PCTs to newly formed GP-led Clinical Commissioning Groups (CCGs) at a local level. The NHS Commissioning Board which has taken on certain central/ national NHS commissioning responsibilities will also regulate the commissioning activities of CCGs. On 01 April 2013 CCGs took on existing PCT contracts and are now responsible for commissioning of secondary medical services in local areas. As such, the Haringey CCG became the key commissioning partner in the revised Section 75 Agreement. Haringey CCG is now defunct and succeeded to by North Central London CCG (the CCG).

2.7 Therefore, the core partners to this agreement are the two commissioning and funding bodies (Haringey Council and NCL CCG) and the service provider/ delivery bodies (Haringey Council; Whittington Health NHS Trust; and Barnet, Enfield and Haringey Mental Health NHS Trust) and Haringey Council will continue as the lead partner in the HLDP.

3. Vision

3.1 This vision has been created by everyone in the partnership through a series of workshops and teams completing their own team visions and outcomes.

Our vision is that:

"People with a learning disability in Haringey, along with their carers, are able to lead their best lives, with the support from HLDP who work to reduce inequalities, provide specialist and responsive help, and who strive to empower our residents to have choice and control over their lives."

4. Outcomes

4.1 These high level outcomes sit at the heart and guide everything we do. The HLDP works in a person-centred way with Haringey's adults with a learning disability and their families so that:

- People with a learning disability and their families/ carers have equal opportunities in life.
- People with a learning disability and their families/ carers have choice and control over their lives.
- People with a learning disability and their families/ carers have good health and mental health outcomes.

4.2 These three outcomes are central to the way the HLDP will work with their clients and deliver services. Below clarifies the reason for these outcomes to be addressed by the team and how they will go about delivering these outcomes for people with a learning disability and their carers.

4.3 **Equal Opportunities:** We know people with a learning disability have numerous barriers to equal participation and opportunities in society. They die on average 20 years earlier than the rest of the population. They have higher rates of mental illness, more long term conditions and other co-morbidities, yet poorer access to healthcare and poorer rates of early diagnosis and treatment. They experience barriers to employment affecting their socio economic status and limiting their access to the other wellbeing outcomes associated with employment. They are more likely to live with greater restrictions on their freedom and deprivations of liberty. They are more likely to be victims of crime and abuse and yet have greater barriers to justice. They are considerably more likely to have their children taken into care. They face stigma and institutional challenges throughout their lives.

4.4 The HLDP provides health care and facilitation; commissions housing, day opportunities and employment; working with client's they develop individual plans to support people on their life journeys. In order to have the biggest impact on people with a learning disability the HLDP must work in a holistic way looking at all the factors in an individual's life that can be optimised, in order to level the playing field and bring equal opportunities closer to home.

4.5 **Empowering Choice and Control:** People with a learning disability do not have the same choice and control over their lives compared to the general population. This has come about as a result of the very real limitations of some people's intellectual capacity/ disability, and a health and social care culture of zero risk built up over decades of safeguarding and risk management. These conditions exist today and with good reason. However, the HLDP is working to move the dial towards greater client choice and control. They will use their interventions to review and at times challenge the erosion of an individual's right to lead their own life.

4.6 The team will do this through encouraging positive risk taking, helping to develop people's independent living skills, providing person-centred and strengths based support that sees people in terms of ability rather than disability, recommending use of direct payments or other individualised commissioning options, providing preventative and early help /support wherever possible to individuals and/ or their families to stop needs deteriorating and so they can maintain their independence and control.

4.7 **Improving Health and Mental Health Outcomes:** People with a learning disability and often their carers have worse health outcomes than the general population and die on average 20 years . They are much more likely to experience mental illness and have physical health needs including long term conditions. Haringey has a higher percentage than the rest of England and London[1] of people with a learning disability and diagnosed mental illness. The HLDP will work to improve and narrow the gap in terms of outcomes for this population through responsive and specialist help, diagnosis, assessment, treatment, supporting and educating mainstream health services, consulting on complex cases, maintaining and improving people's health and safety, preventing and reducing people's admittance to hospitals.

5. Guiding Principles

The HLDP service will be guided by the following principles:

5.1 Support for people will be **Person Centred**, meaning that people will be fully involved in planning and all decisions relating to their care and support

5.2 **Family carers** will be fully involved in planning and decisions and kept informed of changes in need and/or changes in support, in line with the wishes of service users.

5.3 People should have **choice and control** over how their health and care needs are met.

[1] Perera et al., *Mental and physical health conditions in people with intellectual disabilities: Comparing local and national data*, December 2019, https://onlinelibrary.wiley.com/doi/abs/10.1111/bld.12304

5.4 Support will focus on **improving clearly defined individual health & well-being outcomes**

5.5 Interventions will be **effective and based on evidenced practice** and established care pathways that deliver better outcomes.

5.6 Services will be offered in an **integrated and seamless** way, across the HLDP and with other specialist and universal services.

5.7 Services delivered will be **equitably distributed based on the assessed need** of people needing services.

5.8 Care and support should be focused on providing support in the client's local area wherever possible. People should have a choice of where and with whom they live. Where avoidable the HLDP will work to prevent unnecessary hospital admissions; and support discharge from the point of admission.

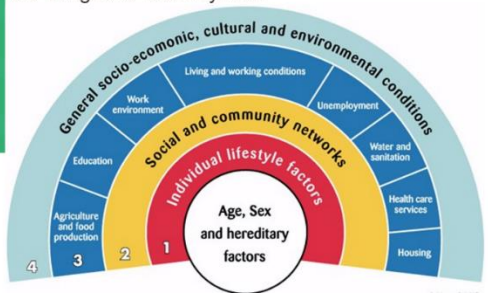
Taking a Public Health Approach

Public Health 'Place Based Approach' to tackle inequalities

START · LIVE · AGE
WELL
HARINGEY BOROUGH PARTNERSHIP

Haringey has taken a public health place based approach to reducing inequalities. The Learning Disability Partnership is integral to improving life opportunities for many residents with a learning disability.

This sits at root of Borough Partnership approach and our Integrated Care System



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5.9 The HLDP will work in a person centred way seeing the individual and their

unique characteristics, needs and wants as the focus of their support. However a person does not exist in a vacuum and the HLDP will also take into consideration their situation including socio economic. The following describes the approach that the HLDP uses in the delivery of our support in order to meet the outcomes above for our clients:

5.9.1 **Early Intervention and Prevention:** ours is a system that is person-centred, giving residents the opportunity to identify challenges and access support at the earliest possible point. Through a strong network of staff and volunteers we work with residents to catch problems early, preventing them from developing and becoming more serious;

5.9.2 **Integrated Working:** working in Haringey, we strive to form part of a multi-disciplinary team that covers the entire system. We celebrate the diversity of experience and expertise across our workforce, and we recognise the value in sharing information and working with colleagues to strengthen the overall support we provide to our residents;

5.9.3 **Locality Working:** Haringey has a strong sense of place, and a rich and diverse community and voluntary sector. Our services have an in-depth understanding of the local landscape, and draw on existing assets, expertise and support networks to provide residents with localised care and support, in the setting that feels most comfortable to them;

5.9.4 **Strengths-Based Approach:** we are person-centred, and are committed to promoting individual aspirations, enhancing independence and wellbeing and maximising autonomy. We work collaboratively with residents to agree their ideal outcomes, drawing on their strengths and assets, and encouraging them to be not just users, but also co-producers of the services provided.

5.9.5 The learning disability partnership is responsible for providing care and support to those who meet their **eligibility criteria**, but they also have a role to champion the health and wellbeing of all people with a learning disability, particularly through early intervention and prevention providing support to universal services in the ‘Healthy, safe and well’ tier.

5.9.6 The HLDP plays a vital role in **promoting and ensuring specialist advice is available to universal services** to offer any necessary reasonable adjustments for the benefit of all people with learning disabilities in the area. In addition, HLDP will work directly with those people who are most likely to experience barriers to achieving those outcomes without specialist support.

6 Needs analysis

6.1 There are an estimated 1.2 million people with learning disabilities in England, of which 286,000 are children and young people under the age of 18, with a learning disability (Emerson et al. 2012). This means that roughly 20 people in every thousand have a learning disability (2% of the general population). The majority live without support from specialist learning disability services – for instance, of the roughly 1 million adults with a learning disability, it is estimated that 189,000 (21%) are known to learning disability services. (Emerson et al. 2012). In Haringey this equates to approximately 5000 people with learning disabilities in the borough. The proportion of residents is similar to that for the NCL CCG, and for London as a whole. Approximately 1000 people with LD are known to the service and of this group between 700 and 800 people receive services from the HLDP in any one year, in relation to their learning disability. Of these adults, 7% are aged over 65 years, 56% live in the community with help at home, 25% of people live in supported living or supported housing settings and the about 19% in residential or nursing care.

6.2 Below is a snapshot of need in Haringey across the whole population. This was taken in 2019.

Haringey LONDON

Haringey Snapshot

HOUSING

- In terms of tenure, the proportion of Haringey residents that are renting from a private landlord has increased since 2011 (now 34%), while the proportion renting from LA has decreased (now 20%).
- Haringey has the third highest rate of households in Temporary Accommodation in London, and the population outnumbers the availability of housing by approximately 12,000 people.

PEOPLE

- Haringey is a highly diverse borough. 38% of residents are from BAME groups and 26% identify as "white other". 180+ languages are spoken.
- Deprivation levels are high, particularly in the northeast of the borough.
- GCSE attainment has improved comparative to England, but is below London, there are notable attainment gaps.
- Life expectancy in the borough is in line with the London average, though there are stark differences among different groups.
- Haringey residents report higher levels of life satisfaction than SNs or London, though there are higher rates of serious mental illness.

PLACE

- Facilities are good, with a range of cultural events and good transport links. Haringey also now has 25 Green Flag Parks.
- The rate of knife crime with injury is the highest in London.
- 78% of residents say they have good friendships and/or associations in their local area, while 83% say relations between different ethnic and religious communities are good.
- Haringey has reduced its carbon emissions by 36% since 2005, and emissions are below London and UK levels.

LOCAL ECONOMY

- Jobs density in Haringey is relatively low, although the unemployment rate has improved to be just above the London average.
- Wages in Haringey are lower than average, and there are a larger number of JSA and ESA claimants than the London average.
- 5.5% of residents have no qualifications, lower than the London average
- Median hourly pay in Haringey is 3.7% below the London average; we also have the second largest proportion of residents earning below the London Living Wage of all Inner London boroughs

6.3 People with a learning disability experience significant health inequalities. They are on average likely to die 20 years before people without a learning disability. They are much more likely than the general population to have mental and physical health conditions which further reduces their life opportunities. In 2020, HLDP provided support to 774 people with a learning disability. This is a fraction of the total learning disability population in Haringey, as it relates to those they directly support who meet their eligibility and those who are Care Act eligible and/or those with additional health needs not met within universal health services. This is an increase of 33% of clients open to the HLDP since 2013 due to population increase. The needs of this population are also growing more complex as Haringey is successful at discharging people from long stay hospital, and more children and young people are surviving infancy with very complex health needs due to medical and technological advancements. This means HLDP have to provide support for more people of greater complexity within the same staffing resources.

6.4 The historical data show that the prevalence of diagnosed learning disabilities in Haringey has been increasing by around 0.017% year on year. A 2019 study comparing the mental and physical health conditions of people with intellectual disabilities to the general population shows that whilst London has higher than average mental health conditions compared to the rest of the UK, Haringey had even higher levels of mental illness compared to London[2]:

"[The data] indicates that the proportion of people with a diagnosis of severe mental illness was considerably higher compared to those without intellectual disabilities, across Haringey (14.1% vs. 1.3%), London (10.8% vs. 1.1%) and nationally (8.1% vs. 0.9%)."

[2] Perera et al., *Mental and physical health conditions in people with intellectual disabilities: Comparing local and national data*, December 2019, https://onlinelibrary.wiley.com/doi/abs/10.1111/bld.12304

7. Service User Outcomes and Service / Team Functions

7.1 Teams within HLDP - The HLDP have a range of teams within it who work to improve specific and joint outcomes for people and work in a way to deliver different but seamless health and social care support for people with a learning disability and their families in Haringey. Combined, these individual client outcomes and functions deliver improved outcomes for our residents with a learning disability. Each activity working to improve conditions under one or more of the outcomes:

- People with a learning disability and their families/ carers have equal opportunities in life.
- People with a learning disability and their families/ carers have choice and control over their lives.
- People with a learning disability and their families/ carers have good health and mental health outcomes.

7.2 Social Work

Service user Outcomes

- Provide help to people when needed, including signposting to other services and/or other HLDP clinical and professional support
- Assess needs and develop a plan together including short term and/or life goals
- Provide opportunities for client's reflection, including reflecting on significant life events; and supporting them to act, or choose not to, in shaping their future
- Enable service users to consider risks and balance these and opportunities in their life and offering advice or support them to take positive risks.

Team Functions

- **Respond to referrals: being the 'front door' to the service**
- **Assessments:** understand the needs of service users through: Care Act Assessment, carers assessment, CHC assessment, MCA assessment, MH assessment, DoLS assessment, Human Rights Act assessment and other specialist assessments
- **Support planning:** mapping out how service users meet their needs
- **Reviews:** in collaboration with the service user and their network to consider whether their support continues to be appropriate or if changes are needed: 6 week reviews, annual review, emergency reviews (unplanned), review of Safeguarding and DoLS and others.
- **Longer term case management:** work with service users and families on more complex issues to resolve longer term outcomes
- **Safeguarding service users from abuse neglect:** work with service users to assess risk and look at protection planning with them
- **Transition Planning**: Undertaking a screening and initial assessments for young people with LD in transition to determine eligibility for the service
- **Duty:** communicating with service users and carers for cases where there is no allocated worker.

7.3 Day Services

Service User Outcomes

HLDP provides day opportunities for people, with learning disabilities and dementia at four different sites in the borough: Ermine Road Community Hub, Chad Gordon Campus, Winkfield Road Resource Centre and Haynes Dementia centre, with the following outcomes:

- Socially and intellectually stimulating day time activities
- Skills development through individually designed programmes of learning and training opportunities
- Community and leisure opportunities
- Health improvement activities
- Volunteering and work opportunities
- Respite support to parents who in work

Team Functions

- **Ermine Road Centre** is dedicated to people with profound with physical profound and multiple disabilities (PMLD) with an emphasis on improving health and wellbeing for people with complex health needs.
- **A Community Development Pathway (CDP)** is being established for more people to access an outreach, community based model of day opportunities for people with mild to moderating needs.
- **Chad Gordon Campus** caters for autistic people with and without learning disabilities. **#Actually Haringey** provides pre and post diagnostic support both in person and online. **Haringey Opportunities Project (HOP)** is a collaboration between the LHDP and C404, an independent PBS provider that supports autistic people with a learning disability who have present with behaviours that challenge.
- **Winkfield Road Centre** offers drop in opportunities to a range of vulnerable adults including people with learning disabilities. It also hosts a mixture of statutory and third sector projects that supports all vulnerable adults in the community, such as the Disability Action Haringey (DAH) https://www.d-a-h.org/ which supports people with their Direct Payments.

- **Haynes Centre provides** support to people with dementia both on outreach model and within the centre.

7.4 Nursing

Service user Outcomes

- Safe discharge from hospital (MH and Physical)
- Prevent and reduce unnecessary admissions to hospital, but promote coordination where this is clinically appropriate (MH and physical).
- Professional, timely, and high-quality nursing intervention, where there is an identified need.
- Positively promote participation in annual health checks and national screening and vaccination programmes.
- A person-centred approach based on individual strengths and potential, to support wellbeing and improve quality of life
- Health facilitation and support to primary care on implementation of health checks

Team Functions

- Contribute to Care Act Needs assessment
- Specialist Nursing assessment
- CHC Assessment (Aligned activity by CCG Assessor / Excluded from the Pool for now)
- Assessments and observations in relation to mental health needs such as anxiety, depression, challenging behaviours, ect…
- Epilepsy clinics
- Health education and promotion
- Facilitate hospital discharges (general hospitals)
- Transition Planning: Undertaking a screening and initial assessments for young people with LD in transition to determine eligibility for the service
-

7.5 Assessment and Intervention Team (AIT)

Service User Outcomes

- Support safe discharge from psychiatric hospitals (MH)
- Prevent and reduce unnecessary admissions to hospital, and promote coordination where this is clinically appropriate (MH)
- Help individuals and their families through difficult periods including mental health crises

Team Functions

- Ensure prompt responses to referrals
- Regular review of risk assessments
- Regular completion of HoNOS-LD (Health of the Nation Outcome Scale – LD)
- Where clinically advised, service users to have a Positive Behaviour Support Plan
- Ensure prompt responses to discharges
- Ensure service users who are admitted to hospital have regular contact with community team

7.6 Psychology

Service user Outcomes:

Enabling service users with complex needs to live independent lives with expert support to address their psychological need through:

- Screening for LD service eligibility, in relation to the PBS definition of LD
- Undertaking cognitive assessment where required
- Undertaking specialist psychological assessment of behavioural presentations such as functional analysis of behaviour, anxiety depression, ect…
- Support universal and secondary care to ensure reasonable adjustments to enable people with learning disabilities to access services
- Teach, advise, and support mainstream and other specialist services

Team Functions

- Direct support to people and their families when their needs cannot be met by mainstream service alone, including liaison with mainstream and children/transition services
- Assess and formulate needs to inform support planning
- Plan evidence based interventions including a variety of treatments and therapy
- Support service providers and others in the provision of longer term support for people with complex and continuing health needs
- Provide emergency and crisis support, sometimes in partnership with mental health colleagues
- Transition Planning: Undertaking a screening and initial assessments for young people with LD in transition to determine eligibility for the service.

7.7 Speech and Language Therapy

Service User Outcomes

- Provide evidence based assessment and intervention for communication and dysphagia.
- Specialist communication and dysphagia support plans.
- Support people with a learning disability to remain healthy at home and decrease unplanned hospital admissions due to aspiration pneumonia/ chest infections/ malnutrition/ dehydration.
- Promote and support staff/carers to set up total communication environments to enable people with a learning disability to have more autonomy, choice and control in their everyday life.

Team Functions

- SLTs to meet the Royal College of Speech and Language Therapists (RCSLT) national guidelines for responding to a dysphagia referrals.
- Maintain active review list of dysphagia cases.
- Prioritise screening of new referrals to ensure timely response.
- Delivery regular dysphagia and communication training to professionals, carers, parents and managers.
- Continued professional development undertaken by all Speech and Language Therapists to maintain up to date evidence base.
- Working in a multi-disciplinary way to provide holistic and person-centred interventions.
- Transition Planning: Undertaking a screening and initial assessments for young people with LD in transition to determine eligibility for the service

7.8 Occupational Therapy

Service User Outcomes

- Support with Engaging in activities meaningful to the person including leisure, sensory functional, exercise, social opportunities.
- Increasing level of independence in all areas including ADLs, travel, skills, mobility, work ect.
- Maintaining and or improving their health and safety. Understanding of risks, equipment, physical health-mental health-spiritual health.
- Enabling and facilitating access to mainstream services and opportunities, including supported employment, housing, Health and social services, social and leisure activities amongst others.
- Supporting people living in appropriate community settings, including Transforming Care cohort and others living with family/ supported living/ nursing home/ Shared Lives 1. Engaging in activities meaningful to the person. Leisure, functional, exercise, social, sensory.

Team Functions

- Specialist assessments, observations, interventions, liaisons with family-carers, MDT, training, making recommendations, advocacy for reasonable adjustments.
- Support plan to improve independence.
- Minor adaptations
- Transition Planning: Undertaking a screening and initial assessments for young people with LD in transition to determine eligibility for the service.

7.9 Physiotherapy

Service user Outcomes:

- Reduce health risks & improve quality of life
- Enhance, optimise &, maintain independence / physical presentation
- Engaging in increased physical activity
- Prevent emergencies / injuries
- Reduce hospital admissions/reduce lengths of hospital stays.

Team Functions:

- 24-hour postural assessment and management
- Community level respiratory management
- Make the adjustments
- Support positive access to and responses from mainstream physiotherapy/relevant healthcare services
- Engaging, building relationships
- Falls Prevention & intervention
- Management of mobility
- Closer relationship with mainstream community therapy team
- Assessment/provision of specialist equipment
- Spasticity/Hypertonia Management

7.10 Psychiatry

Service User Outcomes

- Stable mental health
- Recovery from mental illness
- Improved quality of life

- Reduction in challenging behaviour
- Reduction of symptoms of ADHD and functional impairment
- Diagnosis and signposting to relevant resources
- Enabling carers and staff to have a better understanding of diagnoses, treatment and current and ongoing issues including side-effects of treatment
- Seek expert level support and advice from other professionals
- People receiving diagnosis can get appropriate support
- Reduce hospital admissions

Team functions

- Diagnose and treat people with intellectual disability and mental illness
- Advice/manage/support people with intellectual disability and challenging behaviour
- Diagnose and treat/manage people with ADHD and intellectual disability
- Diagnose autism in people with intellectual disability
- Diagnose dementia and treat as appropriately in people with intellectual disability
- Reduce psychiatric inpatient admission and support people to recover from mental illness in people with ID in the community as practical as possible

7.11 Business Support / Administration

Service User Outcomes

- To support the day to day running and efficiency of the HLDP, in order that the HLDP teams are able to best support their clients.

Team Functions:

- Maintain high quality communications
- Service contact, and delivery.
- Provide administrative support to the teams
- Coordinate Complaints, SAR, FOI, LeDer – delivered within timescale
- Implement efficient systems and processes for the HLDP: Access to systems, Updates/changes.
- Understand and help implement staff policies e.g. health and safety, flexible working
- Organise staff inductions, mandatory training etc.

8. Standards of care

All teams and services will work to the standards of care stipulated within the relevant professional and government guidance such as those from NICE guideline as listed below:

- Challenging behaviour and learning disabilities: prevention and interventions for people with learning disabilities whose behaviour challenges, NICE guideline [NG11] 2015.
- Autism spectrum disorder in adults: diagnosis and management Clinical guideline [CG142].
- Dementia: assessment, management and support for people living with dementia and their carers NICE guideline [NG97].
- Mental health problems in people with learning disabilities: prevention, assessment, and management (NG54) 2016.
- NICE guideline that covers diagnosing, treating and managing epilepsy (CG137)
- ADHD in People with Intellectual disability- Royal College of Psychiatrists – College Report 230
- Social work Standards.

9. Integrated Care Pathways and multi-disciplinary working

The teams within the HLDP teams operate on a multi-disciplinary basis, coming together to work holistically in a person-centred way to ensure the best outcomes possible for service users and carers. The HLDP has also developed a number of thematic integrated care pathways for their clients in order that they can bring together different teams professional knowledge and experience creating better outcome for the client. This way of working is in practice and should become the norm, looking at other pathways that would benefit from a multi-disciplinary approach to improve outcomes for our residents, and be an effective way of working for the teams, who learn skills and knowledge from each other. The current pathways in use within the HLDP are:

9.1 Transition and Initial Assessment Pathway: Led by Psychology and Social Work with contributions from Nursing and Therapy teams. The purpose is to determine eligibility under the Care Act and to a specialist LD service. All referrals are screened for LD eligibility and offered a Care Act Assessment. HLDP will contribute to the preparing for adulthood (PfA) strategy.

9.2 **ComPhy Pathway:** (complex physical health): Led by Speech and language therapies, physiotherapy, occupational therapy, social work and nursing and offering assessment and support for people with Profound, multiple and complex physical health needs

9.3 **Mental Health Pathway**: Led by Psychiatry, psychology, Social work and nursing: Proactive identification, diagnosis and effective treatment of people with LD and MH needs.

9.4 **Positive / Challenging Behaviour Pathway:** Led Psychology and Nursing offering Positive Behaviour Support, enabling individuals with LD and their families, carers and staff in care home staff to make accurate observations, assessment of behaviours that challenge, identify triggers and establishing proactive approaches for addressing these.

9.5 **Epilepsy Pathway**: Led by psychiatry and Nursing, in improving the quality of life outcomes for people with epilepsy.

9.6 **Dementia Pathway:** Led by psychiatry, nursing, social care and day opportunities, enabling improved care co-ordination and quality of life for people with dementia**.**

9.7 **Primary and Hospital care Pathway:** Led by Nursing, enabling people with LD to have good access and effective support from all health care providers.

9.8 **Sexual Health Education and Relationship:** Led by Nursing, enabling and supporting people with LD to have appropriate sexual health advice and guidance

10. Locality Working Model

HLDP is a community based multi-agency specialist secondary care service that is available to people with a learning disability with and assessed eligible need. It works across the borough. While the service appreciates the benefits of working within a locality model it is too small a resource to be split across the three localities. However, HLDP will have nominated leads in each locality particularly in relation to social work in order to embrace the locality approach.

11. Outcomes and Performance Framework for HLDP

HL HLDP is commissioned to work towards and deliver the vision outlined above and the following high level outcomes

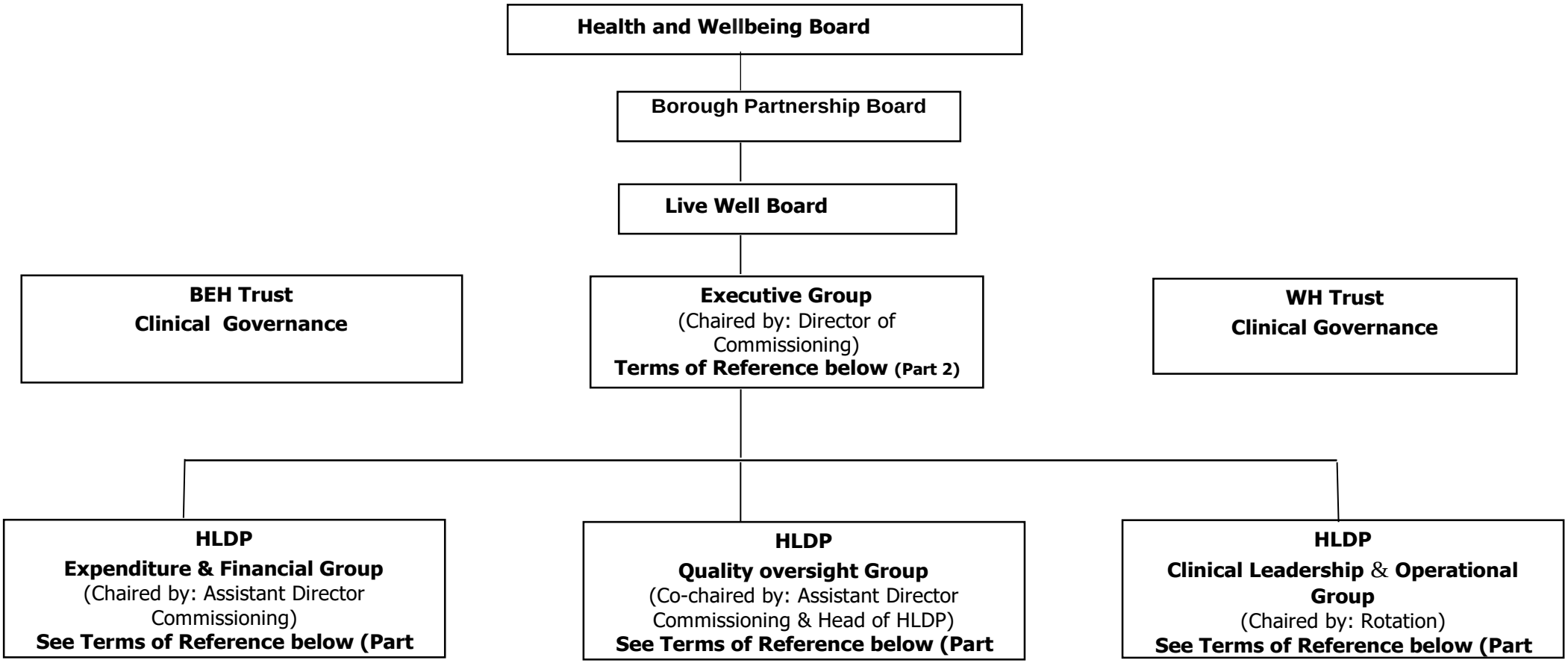
1. People with a learning disability and their families/ carers have equal opportunities in life.
2. People with a learning disability and their families/ carers have choice and control over their lives.
3. People with a learning disability and their families/ carers have good health and mental health outcomes.

12. HLDP Performance and outcomes measures:

All Performance management and service improvements must demonstrate how they improve life outcomes for people. The main performance management tool that HLDP uses is the Adult Social Care Outcomes Framework (ASCOF) that measures all health and social care activities at a local level and is used to compare our performance against our statistical neighbours and nationally. HLDP is piloting a set of health specific measures that will be integrated with ASCOF performance measures in order to provide a fuller view of the productivity and impact of the of the HLDP service. This will be subject to regular reviews. The table below sets out the main outcomes and measures:

Outcome 1		Outcome 2		Outcome 3	
PwLD have good opportunities in life		**PwLD have choice and control over their lives**		**PwLD have good Physical health and mental health outcomes**	
Objectives	**Measures**	**Objectives**	**Measures**	**Objectives**	**Measures**
Being innovative and connected with the community - Knowledge of range of opportunities, Connected Communities, social prescribing, universal services, primary care, assistive technology, peer support	Increase in the number of referrals for assistive technology, Connected Communities and other community support services	**Promoting levels of independence** – Supporting choice and control, strengths based, developing skills, improving mobility, positive risk approach	Increase in the number of Direct Payments and Personal health budgets, increasing referrals for assistive technologies and minor equipment. Communication plans	**Ensuring specialist assessment and where possible securing an early diagnosis** in relation to Autism, ADHD, Dementia, Epilepsy and other prevalent conditions	number of people with confirmed diagnoses where the implications have been explained to the service users, families, carers and staff. Annual health checks.
A right to a home- Least restrictive and settled accommodation, adaptations, Assistive Technology, special equipment, advocating tenancy rights and responsibilities	AT referrals, Settled Accommodation %, Specialist equipment / Major and minor adaptations	**Teaching, guiding and advising** – To service users, other professionals, clinicians, providers, families, primary care & universal services	Summary of teaching guiding or advising carried out by team e.g. to service users, carers, staff and their outcome/ purpose, feedback	**Preventing and reducing unnecessary hospital admissions** – Admissions avoidance register, AIT, COMPhy pathway	TCP; on At Risk Register, number in psychiatric hospital placements, number of admissions and discharges - cumulative COMPhy: number on pathway admitted to hospital and comparison. Hospital passports
Valuing and supporting our families and carers – Valuing their expertise and input, support, advice and assessment of need	carer feedback regularly collected from across MDT - questions relate to outcomes and values, Carer assessments % and in time	**Respecting people's individuality** – Striving for their equality, respecting their diversity, their decisions, what is meaningful to them, their communication style, understanding their sensory needs; and reflecting deeply on issues of capacity, consent and other people's 'best interest'	User and carer feedback on HLDP support. Mental Capacity assessments/ Best Interest decisions. Advocacy referrals. Number of Safeguarding concerns raised and S42 enquiries completed Sensory / communication support (SALT)	**Emergency response** – Crisis planning and crisis management, managing high levels of risk	
Timely and responsive support – Assessments within appropriate timescales, preventing emergencies or injuries, reacting to deterioration	% assessments completed within 28 days (by both Health and Social Care teams for , CHC, carers, and others. Number of reviews completed	**Promoting Safer Choices** – Supporting people evaluate risks and take positive risks and mitigate against risks of harm	Number of safeguarding concerns reported and Enquiries completed . Enabling people to step to least restrictive support levels	**Crisis and Recovery** – Managing sudden or incremental changes in mental and/ or physical health	Number of AIT cases, Number of CPA co-ordinated / reviewed. Number of hosp admissions avoided.
Growing Older with a Learning Disability – Dementia pathway, nursing care, palliative care,	Number on dementia pathway, number in nursing care, average mortality rate for HLDP compared to NCL and London averages	**Reviews** – Setting individual goals and outcomes, measuring progress, responding to changing situations, use of episodes of care	reviews carried out number and within time for CHC, Social Care and Carers	**Assessment and individualised treatment and therapy**	Number or specialist health assessment and their duration
Transition from Children to Adult Services – Preparing for adulthood through assessment, support, advice, goals, setting expectations that change is the norm	% of referrals from Children's, and % who receive a service and cost Number of young people (18-25yrs) with an active EHCP	**Working towards economic independence and wellbeing –** Enabling and ensuring continuing education, training and employment opportunities, promoting work for all its wellbeing outcomes	% in paid employment. % in volunteering roles. % of people in training and FE and proportion with a recorded qualifications	**Maintaining and improving people's health and safety –** eating and drinking, falls prevention, epilepsy pathway, ADHD clinic..	Number of people accessing : dysphagia assessment with an active management plan, epilepsy support, falls prevention Physiotherapy
Moving accommodation – Reviewing if needs require a step up/ step down, supporting families through moving out, family breakdown	Tracking movement in client accommodation type over the year. Number of people stepped down to least restrictive care	Improving service user experience of the HLDP and associated services	Service user feed back. Number of LeDeR reviewed in the team. Service improvement from lessons learnt from LeDeR and SAR reviews	**Bereavement** – Support with death of clients, carers and staff	Number of deaths at home, deaths in hospital, reviews outstanding. Number of referrals for counselling support

SCHEDULE TWO
GOVERNANCE ARRANGEMENTS FOR HLDP



Part 1: Health and Wellbeing Board

The Health and Wellbeing Board accepted on 21 May 2013 the governance structure to deliver the outcomes of the Health and Wellbeing Strategy. The Health and Wellbeing Senior Officers Group consists of the Director of Public Health, Director of Adult and Housing Services, Director of Children Services and the Chief Officer of Haringey's Clinical Commissioning Group (CCG). Full terms of reference of the health and wellbeing board can be accessed at the Council's Constitution at Part Three - Responsibility for Functions Section B – Full Council & Non-Executive Bodies available here : https://www.minutes.haringey.gov.uk/ieListDocuments.aspx?CId=873&MId=7972&info=1&MD=Constitution and includes the following.

The Board will have a key strategic role in promoting and coordinating joint commissioning and integrated provision between the partners to the Agreement.

For the purpose of advancing the health and wellbeing of the people in Haringey, the Board will encourage the partners to this arrangement to work in an integrated manner and closely together.

The Board will provide advice, assistance or other support as it thinks appropriate for the purpose of encouraging this section 75 of the NHS Act 2006 partnership arrangement.

PART 2: EXECUTIVE GROUP and ToR

1. Alms and Objectives

1.1 The Executive Group comprises senior managers and clinical/ medical staff of the Partners (Haringey Council and NCL CCG), Whittington Health NHS Trust; the BEH-MHT NHS Trust.

1.2 The key aim of the Executive Group is to oversee the implementation of 'Valuing People' and 'Valuing People Now' within the context of other local and national strategic frameworks.

1.3 To over the delivery of the HLDP services in line with the service specifications in Schedule one.

Specifically, this will include;

- Overseeing the management of the Section 75 Agreement, covering integrated Service provision and the Pooled Fund;
- Overseeing the delivery and development of HLDP (for e.g. developing local services for people with challenging needs and people with complex physical needs).
- Monitoring and raising standards by improving the quality, responsiveness and clinical effectiveness of the Services;
- Receiving regular performance reports in relation to both national and locally agreed indicators;

- Overseeing the Pooled Fund by receiving regular updates from the Pooled Fund Manager and the Expenditure/ Finance Group and developing plans addressing any variance;
- Agreeing the budget in advance of each financial year;
- Ensuring that all of the required plans of the Partners are developed and reported;
- Ensuring that all employees, including seconded employees, receive appropriate line management and clinicalsupervision;
- Supporting the role of the Partnership Meeting Group and sub-groups;
- Overseeing the implementation and monitoring of relevant local operational strategic plans and commissioning strategies;
- Considering the implications of national and local recommendations to service quality and development;
- Overseeing the resolution of any relevant disputes, or when this is not possible, referring such issues to the Chief Executives or equivalent of the Partners to the Agreement for resolution;
- Undertaking other relevant functions as may be deemed appropriate by the Partners.

2. Reporting Arrangements and Accountabilities

2.1 The Executive Group shall report to the Health and Wellbeing Board and to the provider-side NHS Provider Trusts (BEH-MHT NHS Trust and Whittington Health NHS Trust), as appropriate.

2.2 Individual members of the Executive Group shall remain accountable to their own organisation and professional body for ensuring that robust risk management, clinical governance and (Human Resources) HR procedures/ mechanisms are in place.

3. Tasks

3.1 The tasks of the Executive Group will be reviewed and agreed annually and where possible in conjunction with business planning cycles of the Partners.

4. Membership

4.1 The membership of the Executive Group will comprise of the following Representatives or equivalent from each Partner;

Organisation	Role
Haringev Council	Director Commissioning (Chair)
Haringev Council	Assistant Director Adult and Health
Joint Appointment NCL CCG / Council	Head of Service
Joint Appointment NCL CCG / Council	LD Lead commissioning Officer
Whittington Health NHS Trust	Associate Director, Professional and Business Development (Executive Nurse)
BEH-MHT	Assistant Director
Haringey Council	Head of Finance
Whittington Health NHS Trust	Head of Provider Finance

Any other representatives to be confirmed by the Executive Group

5. Meetings

5.1 The Executive Group will meet quarterly. Dates for meetings will be set at the start of each financial year. Exceptional meetings can be convened with the consent of the Chair.

5.2 The members of the group will agree the role of Chair at the start of each year.

Administration & Attendance

5.3 Attendance by non-members is at the invitation of the Chair. Other staff/ managers/ Representatives may be invited to attend to discuss specific agenda items.

5.4 The agenda papers and minutes of meetings will be available to the public via the Council's website subject to confirmation at each meeting.

5.5 By agreement of the meeting, papers will be converted to 'accessible' version to ensure that relevant information is passed to People with a Learning Disability.

Decision-making and Quorum

5.6 All decisions of the Executive Group must be unanimous. Where there is a difference that cannot be resolved this must be referred to the Chief Executive or equivalent of all Partners for resolution.

5.7 The quorum required for the Executive Group shall be one member representative of each of the Partners, not including joint appointments.

PART 3: EXPENDITURE/ FINANCE GROUP

Function

1. To provide clear operational leadership in respect of the management of the Pooled Fund.
2. To ensure active and effective input and partnership from each of the Partners.
3. To ensure robust financial administrative systems are in place and used for the effective management of the Pooled Fund.
4. To ensure all financial processes align with those of the Host Partner and other Partners.
5. To receive and consider monthly reports on activity (including budget spend, projections and forecasts).
6. To monitor budget activity and prepare relevant reports (including activity, projections and forecasts) for consideration at quarterly Executive Group meetings.

Business Plan

1. To agree an annual Expenditure/ Finance Plan for the Pooled Fund for each Financial year in accordance with the Section 75 Agreement having first consulted with the Executive Group, Clinical Leadership & Operational Group (CLOG) .
2. To ensure that all expenditure from the Pooled Fund is made in accordance with the Expenditure/ Finance Plan.
3. To prepare and submit the annual Expenditure/ Finance Plan to the Executive Group for their consideration and approval

Accountability

1. To be accountable to the Executive Group.
2. To ensure effective communication between the relevant Partners, the Executive Group, the Clinical Leadership & Operational Group and the Partnership Meeting Group.

Frequency of Meetings

1. The group will meet monthly and this will be reviewed annually. Dates for meetings will be set at the start of the year.

Membership

1. Members of the Group will include the Pooled Fund Manager and one nominated Representatives from each of the Finance Departments of the Partners.
2. The members of the group will agree the role of Chair at the start of each year.

PART 4: - CLINICAL LEADERSHIP OPERATIONS GROUP (CLOG)

Aim

1. To provide clinical and operational leadership across the HLDP.
2. To ensure practice effectiveness.
3. To oversee and direct the work of the Health and Social Care multi-disciplinary teams.
4. To ensure effective and responsive services
5. To develop and maintain integrated care pathways
6. To ensure effective communication with all service user groups, teams and partner organisations.

Objectives

- To ensure all request / referrals are screened in timely manner and responded to appropriately
- To ensure all service users have access high quality and timely multi-disciplinary assessments and support plans.
- To engage service users and carers to elicit their views about impact of services.

- To ensure all teams deliver on agreed service user outcomes, and service performance targets.
- To audit all service functions and identify service improvement goals for all areas
- To investigate complaints, draw out the lessons from these and disseminate the learning to all teams.
- To participate in mortality (LeDeR) reviews and Safeguarding Adult Reviews (SAR) and ensure that lessons learnt from such events are disseminated to all teams.
- To maintain up to date record of all service interventions.
- To undertake adult safeguarding enquiries in timely manner and in line with the Care Act 2014
- To monitor, evaluate and report service and budget performance reports

Reporting arrangements

- To provide monthly service and budget performance reports to the Executive Group
- To provide monthly service budget, workforce and service improvement reports to Council's Departmental Management Team meetings

Key relationships

Members of the HLPD will be delegated to contribute to a range of groups in order to meet its service objectives including:

- LeDeR
- Health and safety and Quality Assurance Board
- Service and Budget Performance Call Over meetings
- Trust Professional and clinical governance group meetings
- Health and safety Committee

Membership

CLOG is led by the joint head of service and comprise the service leads or team managers of each service area:

- Lead Social Workers
- Lead Nurse
- Consultant Psychiatrist
- Lead Psychologist
- Day Services Manager
- Administration Manager
- Lead Therapist (also the lead S&LT) including lead OT and Physio)
- LD Joint Commissioning Lead

Administration of Business

CLOG meets as a monthly huddle using the Perform Plus approach to carry out the following functions:

- Recognise and celebrate successes,
- Communicate key information
- Consider team performance
- Identify and prioritise problems
- Identify opportunities
- Progress actions and
- Survey the views of members

CLOG will also:

- ensure that all service areas hold daily / weekly huddles as appropriate to fulfil the same purpose
- hold a monthly service wide meeting to engage all teams and staff

- hold a monthly problem solving meeting to address key areas that require further development and set clear operational standards
- ensure that the service holds a monthly carers forum and regular (weekly or fortnightly) carers surgery supported by the head of service & all service leads

PART 5: HLDP QUALITY ASSURANCE OVERSIGHT GROUP
Haringey Learning Disability Quality Oversight Group
July 2021

Purpose

The Haringey Joint Learning Disability Quality Group will be set up to oversee strategic quality issues affecting people with a learning disability who are resident or ordinarily resident in Haringey (i.e. placed out of area by social care).The Group will seek to coordinate and agree learning/ recommendations from quality issues that arise to drive service improvements. It will be proactive in feeding any learning into service improvement using commissioning and/ or operational levers and monitoring progress. The group will be strategic in focus, meaning it will identify long-term or overall

positive aims and outcomes from local and national practice (both good and bad) to drive improvements across health and social care service for people with a learning disability.

The group will have a particular focus on service improvement, it will make recommendations and monitor their implementation. The group will agree which quality agenda items are suitable for discussion but broadly they should meet one or more of the following criteria:

- Complex (e.g. Involving multiple agencies and/ or lots of different issues are identified and hard to easily untangle)
- High Risk (e.g. possibly leading/ led to client death, or provider failure)
- Systemic (e.g. Found across a service or services)
- Innovative / Best practice (e.g. considered to be an example of excellence that we can learn from, or being implemented nationally (new policy) and needs local oversight on implementation)

Items that should be regularly part of the agenda include (but are not limited to);

- Learning and recommendations from LeDER mortality reviews,
- Reducing use of restraint including STOMP/STAMP
- Improving quality of care for LD Providers e.g. training
- Quality assurance of LD provision, especially out of area
- Improving care for people with a learning disability using universal services
- Providers at risk of failure
- Changes in legislation or new guidance affecting quality or safety for people with a learning disability
- Including and strengthening the user's voice to help shape quality improvements
- Patient/ client pathways and improving effectiveness of these locally

Scope

Covering health and social care services that Haringey residents with a learning disability use. This includes those living out of area, but ordinarily resident of Haringey (with social care responsibility). And residents with a learning disability who are not known to the HLDP.

The group initially will look at concerns for adults but aspires to include young people aged 14+ (link to annual health checks) as transition is a key time when things can go wrong.

This group will not duplicate other existing groups and will feed into these groups wherever possible e.g.

Safeguarding Adult Board, Safeguarding Adults Review, transitions groups.

The group will not share patient names or identifiable information, nor get too involved in detail, but remain high level, focusing on 'what do we need to do better in Haringey to improve quality of service for people with a learning disability, and how do we do it?'

The group will cover quality issues relating to people with a learning disability and autism, but not those who are autistic without a learning disability as this is quite a distinct group and requires different stakeholders.

Attendees

- Joint Assistant Director of VAC Commissioning, NCL CCG and Haringey Council – Chair
- Joint Lead Commissioner of Learning Disability and Autism, NCL CCG and Haringey Council – Deputy Chair
- Head of the HLDP, Haringey Council – Deputy Chair
- Assistant Director of Quality, NCL CCG Haringey Directorate
- Lead LD Nurse, HLDP Haringey Council and Whittington Hospital
- Deputy Manager of HLDP Social Care Team with Safeguarding Management Responsibility, Haringey Council
- Head of Brokerage and Quality Assurance, Haringey Council
- Commissioning and Safeguarding Officer, Haringey Council
- Adult Safeguarding Designated Lead, NCL CCG Haringey Directorate
- Whittington Hospital Safeguarding Adults Lead
- Representative from LeDER Programme - NCL CCG
- Consultant Psychiatrist, HLDP and BEH
- User advocacy – links to user group involvement

Meeting frequency and management

Assistant Director of Vulnerable Adult and Children (VAC) Joint Commissioning to Chair. Lead LD Commissioner and/or Head of HLDP to deputise.

The group will meet every two months, but additional/ exceptional meetings can be arranged by agreement of the Chair and Deputy Chairs to discuss urgent and concerning issues that may arise.

All members of the meeting can put forward agenda items, but the agenda is finalised by the Chair.

Governance

This group will become a formal subgroup of the Learning Disability Executive meeting. There will need to be highlight reports drafted for the Learning Disability Executive Group and presented at least twice a year. Members of the group will be nominated by the Chair to help work on this. Items that arise that are cause for concern, or good practice/ positive change should be escalated to the Learning Disability Executive meetings as and when these occur. The process for getting these onto the LD Executive agenda is to submit them to the Head of the HLDP and or Joint Lead Commissioner for LD who will then submit them to the Chair of the LD Executive.

Review

These terms of reference will be reviewed annually.

SCHEDULE THREE

HLDP TEAM (PARTNERSHIP TEAM)

Operational Staffing
The following staff groups form part of the service delivery of HLDP teams as at December 2021
Head of Service

- Joint Head of service – 1wte / Grade: PO8 Joint (NCL CCG and LBH) appointment & employed by the council

Nursing - Employed by WH NHST Trust

1. Lead Nurse – 1wte / Grade: Band8B
2. AIT Nurse Manager - 1wte Grade: Band 7
3. Hospital Liaison Nurse - 1wte Grade : Band 7
4. LD Nurses - 4.5wte Grade: Band 6
5. LD Nurse - 1wte Grade: band 5

Nursing – Employed by BEH Trust

6. LD Nurses - 2wte Grade: Band 6

Nursing – Employed by NCL CCG

7. CHC Nurse Assessor - 1wte Grade: Band 7 (Exclude from the Pooled Fund for now)

Psychology - Employed by BEH NHS Trust

1. Lead Psychologist 1wte / Grade: band 8B /
2. Clinical Psychologist 1 wte Band 8A
3. Clinical Psychologist 1 wte Band 7
4. Assistant Psychologist 2 wte Band 5 (18 months fixed term contracts)

Psychiatry -Employed by BEH NHS Trust

1. Consultant Psychiatrist 2 wte
2. Trainee doctors 3wte rotating (short 3-6 month contracts)

Social Work - Employed by LBH

1. Social work Team Managers 3 wte / Grade: PO7
2. Assistant Team Managers / Senior Practitioners 2 wte / Grade P05
3. Social workers 20wte Grade SW0 Spine Point 38
4. Service Finding /Reviewing officers 3 wte / Grade P01 Spine Point 28
5. Community Support Officers 2wte / Grade: S01: Spine Point 25

Speech and Language Therapist - Employed by WH NHST Trust

1. Lead Therapist - 1wte band 8A
2. Speech and Language Therapist - 1 wte Band 7

3. Speech and Language Therapist - 1 wte Band 6

Occupational Therapist

1. Lead OT - 1wte band 7 Employed by WH NHST Trust
2. OT – 1wte band 6 Employed by BEH NHS Trust
3. OT - Assistant 1wte Employed by WH NHST Trust

Physiotherapy

1. Physiotherapist - 1wte band 7 Employed by WH NHST Trust

Administrative team - Employed by WH NHST Trust

1. Admin manager - 1wte Band 5
2. Admin and clerical officer - 1wte band 4
3. Admin and clerical officer - 1wte band 2 (2 part time officers)

Administrative team - Employed by LBH

4. Medical Admin officer 1 wte - Grade: SC5 Spine point 15

Day Services - Employed by LBH

1. Service manager - 1wte Grade: P07
2. Haynes Center: Team Manager – 1wte Grade:P04
3. Ermine Road Center: Hub manager – 1wte Grade:P04
4. Chad Gordon Campus: Manager – 1 wte Grade:P04
5. Community Development Pathway Manager – 1wte – Grade:P04

SCHEDULE 4:
OPERATIONAL ARRANGEMENTS

OPERATIONAL ARRANGEMENTS FOR THE HLDP INTEGRATED SERVICE

1. Recruitment of staff
2. Line management and professional supervision
3. Grievance and disciplinary arrangements
4. Trade Union recognition
5. Health and safety arrangements

1. RECRUITMENT OF STAFF

1.1 The Head of Service is a joint post between the CCG and the council accountable to the Assistant Director of Adult and Health in LBH.

1.2 Recruitment of staff vacancies within the Partnership is the responsibility of the Head of Service. The Head of Service is jointly accountable for health and social care staff, in accordance with the HR policies of each partner organisation and required to use the appropriate recruitment procedures for the substantive employing Partner.

1.3 The following posts form part of the HLDP service senior Clinical Leadership Operational Group (CLOG) who report to the Head of Service and provide line management support and supervision to different professional staffing groups:

Service Area / Teams	Post Title	Grade	Substantive Employing Partner
Day Opportunities / Services	Service Manager (1wte)	PO7	Haringey Council
Social Work	Team Managers (3wte)	PO7	Haringey Council
LD Medical Team	Consultant Psychiatrist (2wte)	Consultant	BEH MH NHS Trust
LD Therapy lead	Lead Therapist (1wte)	Band 8a	WH NHS Trust
LD Nursing	Lead Nurse (1wte)	Band 8b	WH NHS Trust
LD Psychology	Lead Psychologist (1wte)	Band 8b	BEH MH NHS Trust
Administration	Team Manager (1wte)	Band 5	WH NHS Trust

1.4 Post-holders may be employed by their existing employer and will be seconded to Haringey Council for day-to-day line management arrangements in order to maintain their contractual agreements. Any future appointment can be made jointly using any partner HR policies.

1.5 Panels for interviews must include Representatives of the Partners as appropriate and a clinical specialist for any clinical appointments. Where appropriate interview panels should also include a Service User and/ or a Carer.

1.6 Induction for new staff employed by any Partner will include the opportunity for clarification on the terms of secondment. This will include receiving a copy of this Schedule.

1.7 All recruitment processes should comply with good HR practice and relevant legislation.

2. LINE MANAGEMENT & PROFESSIONAL SUPERVISION

It is recognised that there may be a need for additional professional supervision, where the line manager is from a different professional background and in particular with consideration of clinical staff, and as such the HLDP agree to provide a professional supervisor where appropriate.

2.1 Line Management

2.1.1 The role of the line manager is, in consultation with the professional supervisor, as described in 2.2.1 below:

- To manage the workload of individuals, and respective work units
- To manage the day-to-day operation of individuals and work units, including annual leave, sickness absence, and discipline, within the agreed policies of the employing partner and within the best interests of the Services
- To manage the day-to-day performance of individuals and work units, including target setting, delivery and monitoring
- To ensure that staff performance, appraisal and review systems are in place, occur at the agreed frequency, and include both line management and professional inputs
- To be responsible for budgets within identified schemes of delegated financial responsibility
- To assume delegated responsibility for health and safety matters

2.1.2 The line manager will formally manage all staff under his remit. The standard frequency for meetings will be monthly, unless this is formally varied. All formal meetings are in addition to day-to-day contact, which might also include

supervision, advice and support.

2.1.3 Accountability and managerial structure for the Services is as outlined in Schedule 3.

2.2 Professional Supervision

2.2.1 The Service Manager will ensure that there are systems in place to ensure that all clinical and professional staff receive the appropriate professional supervision in line with locally and nationally agreed policies and frameworks.

2.2.2 There will be an identified professional supervisor drawn from each of the following professions: social work, nursing, psychology, speech & language therapy, physiotherapy, music therapy and occupational therapy.

2.2.3 The professional supervisor may be drawn from within or outside the HLDP.

2.2.4 It is recognised that within the Trusts there are clear and established policies and procedures for clinical supervision and the Partners will endeavour to ensure that these arrangements are maintained.

2.2.5 The role of the professional supervisor is to ensure that, within the relevant team operation and structure there is:

- Appropriate clinical and professional support and professional development provided to team members of that profession
- Appropriate and timely advice and direction to an individual team member or manager as and when requested with regard to making professional judgements on a case.

2.2.6 Where the identified professional supervisor and the line manager are not the same person, there will be '3-way' meetings to:

a) Review workload management, and the relationship between organisational and professional eligibility and criteria and priorities. Workload management must take account of both individual work, group work, and indirect work (e.g. stafftraining).

b) Agree on appraisal, and Personal Development Plans (PDP's). PDP's should include:

- Training and study leave
- On-going professional development, which may include professional networks.

2.2.7 It will be the responsibility of the line manager to ensure that '3-way' meetings are held between the individual member of staff, the line manager, and the professional supervisor. '3-way' meetings will take place no less frequently than once every six months, unless this frequency is formally varied by agreement between the Partners.

RESPONSIBILITY	LEAD	
	Line Manager	**Professional Supervisor**
Workload management	X	
Setting and monitoring objectives	X	
Clinical Supervision		X
Assessing continuing professional development needs		X
Leave (including annual, study, special leave)	X	
Work performance - general **	X	
Work performance - clinical/ professional		X
Appraisal	X	X
Absence management	X	
Confirmation of probation	X	

** General - refers to time keeping, record keeping, sickness etc.

2.2.8 It is recognised that whilst there are several identified responsibilities for both the line manager and the professional supervisor it is expected that the line manager and the professional supervisor co-operate together to ensure that a positive and productive working relationship is established.

2.2.9 The Partners agree that no targets can be set in relation to clinical and professional practice or outputs, without the engagement of the professional supervisor.

3 GRIEVANCE & DISCIPLINARY ARRANGEMENTS

3.1 Where a member of staff from either Partner wishes to raise a grievance this should be investigated according to the procedure of the employing Partner.

3.2 Where any employee is the subject of disciplinary proceedings this will be carried out in accordance with the procedure of the employing Partner.

3.3 The Service Manager will ensure that early warning is given to all Partners where disciplinary action is being considered.

3.4 If the line manager considers that further action which could include action on disciplinary or competency is necessary they should do this in full consultation with the professional supervisor. No action can be taken on any matter relating to clinical actions or outputs without the engagement of the professional supervisor.

4 TRADE UNION RECOGNITION

4.1 All trade union arrangements will be maintained. All Partners' branches of unions shall, where appropriate, represent the individual interests of their respective branch members.

5 JOINT CONSULTATION

5.1 When major re-organisation or re-structuring is proposed it is important that, where possible, joint consultation with the relevant staff representatives (including trade unions) is put in place.

6 HEALTH & SAFETY ARRANGEMENTS

6.1 The Partners have a duty of care to ensure that there are in place proper arrangements for the Health and Safety for all their employees, providing the Services under this Agreement and for clients/ People with a Learning Disability and Carers using these Services.

6.2 he Council, as Host Partner for this Agreement, will take lead responsibility for ensuring that arrangements meet all requirements laid down in Health and Safety legislation.

6.3 The Council will ensure that Operational Policies are reviewed and monitored to reflect both statutory requirements, and the operational needs of a multi-agency service.

6.4 The Partners recognise the need to have in place policies to maximise the safety of staff in dealing with unpredictable clients/ People with a Learning Disability or clients/ People with a Learning Disability known to be violent or abusive: The Council will lead on ensuring that policies in place are consistent across the Service.

6.5 Notwithstanding Schedule 5 below (Estates, Office Premises & Facilities), responsibility for premises, and associated Health and Safety requirements, responsibilities and liabilities, remain with the owners of those premises, unless otherwise specified in any associated lease or contractual agreement.

SCHEDULE 5
Estates, Office Premises, Running Costs, Supplies & Facilities

1. Historically and for the previous Section 75 Agreement (2010-2013) the Haringey Learning Disabilities Partnership (HLDP) had a 'quid pro quo'/ 'in kind' arrangement for the use of premises (buildings and offices) by the respective HLDP Partners (HS and Haringey Council);

2. The original partners were Haringey Council (Host Partner); NHS Haringey (PCT) and Barnet, Enfield and Haringey Mental Health NHS Trust. Subsequently, when Whittington Health NHS Trust became a new provider, a deed of variation was signed to include Whittington Health in April 2011;

3. Following the inclusion of Whittington Health NHS Trust within the Section 75 Agreement in April 2011, initially, Edwards Drive buildings were handed over to NHS Property Services department (regional/ national department) before Whittington Health took on responsibility for the site in April 2013.

4. In the future, provision of estates, office premises, running costs, supplies and facilities may continue to be provided by the relevant Partners on an 'in kind' basis but that will be considered and reviewed by the Executive Group during the life of this Agreement in order to ensure that they that appropriate commissioning and charging regime are applied.

SCHEDULE SIX

FINANCIAL CONTRIBUTIONS

1. The financial contributions from the commissioning partner organisations, on behalf of the council the NHS Trusts, are shown in the table below prepared for the SLA review based on outturn figures for 2020/21.
2. The value for BEHMHT and WHT contracts in 2021/22 has been uplifted by 5% from their 20/21 value by the CCG, from £1.2m to £1.234m.
3. In future years, the finance values may increase in line with any increases made available by the CCG in line with NHS contracting guidance which
   will be passed through by the Council.

S75 Scheme Plan 2021/22 - HLDP

Haringey Summary

Scheme name	Comissioner	Budget 20/21	Contribution CCG	Contribution LA	Budget 21/22	Contribution CCG*	Contribution LA	Budget Uplift CCG	Budget Uplift LA
Pooled Budgets									
BEHMHT - LD Psychiatry	CCG	264,760	264,760	0	264,760	264,760	0		
HLDP services - Staffing - LB Haringey	Joint	2,196,282		995,835	2,696,504		1,462,084		466,249
HLDP services - Staffing - Whittington			780,000			803,400		23,400	
HLDP services - Staffing - BEH			420,447			431,021		10,574	
Pooled Staffing Total		**2,461,042**	**1,465,207**	**995,835**	**2,961,264**	**1,499,181**	**1,462,084**	**33,974**	**466,249**
Haringey Council - Day Opportunities	LA	1,596,420	0	1,596,420	1,596,420	0	1,596,420		
Haringey Council - Linden Residential home	LA	2,100	0	2,100	2,100	0	2,100		
Winkfield Centre	LA	0	0	0	202,498		202,498		202,498
Chad Gordon Autism / Waltheof Day Centre	LA	0	0	0	175,195		175,195		175,195
Pooled Day Centre Total		**1,598,520**	**0**	**1,598,520**	**1,976,213**	**0**	**1,976,213**	**0**	**377,693**
Pooled Total		**4,059,562**	**1,465,207**	**2,594,355**	**4,937,477**	**1,499,181**	**3,438,297**	**33,974**	**843,942**
Aligned budgets									
Haringey Council - Haynes Day Centre					532,200		532,200		532,200
CHC Learning Disab(<65) - Fully Funded	CCG	2,285,986	2,285,986	0	2,635,782	2,635,782	0	349,796	
CHC- Adult Joint Funded	CCG	1,796,934	1,796,934	0	1,556,000	1,556,000	0	(240,934)	
CHC Nurse Assessor								0	
LD - Section 117: CCG	CCG	1,182,632	1,182,632	0	1,400,000	1,400,000	0	217,368	
CHC-Learning Disab(<65) - Additional PHB	CCG	2,901,720	2,901,720	0	4,260,516	4,260,516	0	1,358,796	
Non-CHC Learning Disabilities	CCG	2,668,371	2,668,371	0	1,219,242	1,219,242	0	(1,449,129)	
Respite / Edwards Drive	CCG	496,600	496,600	0	496,600	496,600	0		
LD 18-64 Care Costs	LA	25,457,511	0	25,457,511	25,823,702	0	25,823,702		366,191
LD 65+ Care Costs	LA	1,676,816	0	1,676,816	1,627,359	0	1,627,359		(49,457)
Transforming Care: care package top-ups	CCG	254,400	254,400	0	286,000	286,000	0	31,600	
Aligned Total		**38,720,970**	**11,586,643**	**27,134,327**	**39,837,401**	**11,854,140**	**27,983,261**	**267,497**	**848,934**
Total Pooled & Aligned Budgets		**42,780,532**	**13,051,850**	**29,728,682**	**44,774,878**	**13,353,321**	**31,421,558**	**301,471**	**1,692,876**

Note re LA uplifts:

HLDP services - Addition funding secured

LA Day Services - LD day services at Winkfield, Waldehof Gdns and Haynes have included in the 21/22 agreement.

END OF AGREEMENT