Bevan Brittan

Appendix 1

Dated DD/MM/2018

Section 75 agreement

LONDON BOROUGH OF TOWER HAMLETS

and

NHS TOWER HAMLETS CLINICAL COMMISSIONING GROUP

FRAMEWORK PARTNERSHIP AGREEMENT RELATING TO THE COMMISSIONING OF HEALTH AND SOCIAL CARE SERVICES TO DELIVER THE TOWER HAMLETS BETTER CARE FUND PLAN

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Contents

THIS AGREEMENT is made on the xx day of xx **2018.**

PARTIES

(1) **LONDON BOROUGH OF TOWER HAMLETS** of the Town Hall, Mulberry Place, 5 Clove Crescent, London E14 2BG (the **"Council"**)

(2) **NHS TOWER HAMLETS CLINICAL COMMISSIONING GROUP** of 2nd Floor Alderney Building, Mile End Hospital, Bancroft Road, London, E1 4DG (the "**CCG"**)

BACKGROUND

(A) The Council has responsibility for commissioning and/or providing social care services on behalf of the population of the borough of Tower Hamlets.

(B) The CCG has the responsibility for commissioning health services pursuant to the 2006 Act in the borough of Tower Hamlets.

(C) The Better Care Fund has been established by the Government to provide funds to local areas to support the integration of health and social care and to seek to achieve the National Conditions and Local Objectives. It is a requirement of the Better Care Fund that the CCG and the Council establish a pooled fund for this purpose. The Partners wish to extend the use of Pooled Fund to include funding streams from outside of the Better Care Fund.

(D) Section 75 of the 2006 Act gives powers to local authorities and clinical commissioning groups to establish and maintain pooled funds out of which payment may be made towards expenditure incurred in the exercise of prescribed local authority functions and prescribed NHS functions.

(E) The purpose of this Agreement is to set out the terms on which the Partners have agreed to collaborate and to establish a framework through which the Partners can secure the future position of health and social care services through lead or joint commissioning arrangements. It is also the means through which the Partners will pool funds and align budgets as agreed between the Partners.

(F) The aims and benefits of the Partners in entering in to this Agreement are to:

a) improve the quality and efficiency of the Services;
b) meet the National Conditions and Local Objectives;
c) make more effective use of resources through the establishment and maintenance of a pooled fund for revenue expenditure on the Services; and
d) support the achievement of the vision for integrated care in the borough for a health and social care Services system that:
    i. coordinates care around the patient, delivers care in the most appropriate setting and achieves better outcomes;
    ii. empowers patients, users and their carers;
    iii. provides more responsive, coordinated and proactive care, including data sharing information between providers to enhance the quality of care
    iv. ensures consistency and efficiency of care; and
    v. contributes to improved health and wellbeing in Tower Hamlets.

(G) The Partners have jointly carried out consultations on the proposals for this Agreement with persons likely to be affected by the arrangements. Additional consultations will be undertaken as necessary, and in line with each Partner's obligations regarding consultation with affected parties, in respect of any future proposals to vary the plan or individual schemes.

(H) The Partners are entering into this Agreement in exercise of the powers referred to in Section 75 of the 2006 Act and/or Section 13Z(2) and 14Z(3) of the 2006 Act as applicable, to the extent that exercise of these powers is required for this Agreement.

1 DEFINED TERMS AND INTERPRETATION

1.1 In this Agreement, save where the context requires otherwise, the following words, terms and expressions shall have the following meanings:

1998 Act means the Data Protection Act 1998.

2000 Act means the Freedom of Information Act 2000.

2004 Regulations means the Environmental Information Regulations 2004.

2006 Act means the National Health Service Act 2006.

Affected Partner means, in the context of Clause 24, the Partner whose obligations under the Agreement have been affected by the occurrence of a Force Majeure Event

Agreement means this agreement including its Schedules and Appendices.

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

Authorised Officers means an officer of each Partner appointed to be that Partner's representative for the purpose of this Agreement.

Better Care Fund means the Better Care Fund as described in NHS England Publications Gateway Ref. No.00314 and NHS England Publications Gateway Ref. No.00535 as relevant to the Partners.

Better Care Fund Plan means the plan, referred to in Schedule 6, setting out the Partners' plan for the use of the Better Care Fund.

CCG Statutory Duties means the Duties of the CCG pursuant to Sections 14P to 14Z2 of the 2006 Act.

CQUIN means the Commissioning for Quality and Innovation payments framework which encourages care providers to share and continually improve how care is delivered and to achieve transparency and overall improvement in healthcare.

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

Commencement Date means 00:01 hrs on 1 April 2017.

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

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

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

Default Liability means any sum which is agreed or determined by Law or in accordance with the terms of a Services Contract to be payable by any Partner(s) to a Provider as a consequence of (i) breach of the Partner's obligation(s) in whole or in part under a relevant Services Contract or (ii) any

act or omission of a third party for which the Partner is, under the terms of a relevant Services Contract, liable to a Provider.

Expiry Date means 31st March 2019.

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

Financial Contributions Proposal means a proposal made by each Partner to a Pooled Fund or Non-Pooled Fund in respect of each Partner's financial contribution for each Individual Scheme subsequent to the first Financial Year's Financial Contributions.

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

Force Majeure Event means one or more of the following:

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

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

Functions means the NHS Functions and the Health Related Functions.

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

Host Partner means for each Pooled Fund the Partner that will host the Pooled Fund [and for any Aligned Fund the Partner that will host the Aligned Fund].

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

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

Individual Scheme means one of the schemes which is agreed by the Partners to be included within this Agreement using the powers under Section 75 as documented in a Scheme Specification.

Joint Commissioning means a mechanism by which the Partners jointly commission a Service. For the avoidance of doubt, a joint commissioning arrangement does not involve the delegation of any functions pursuant to Section 75.

Law means:

(a) any statute or proclamation or any delegated or subordinate legislation;
(b) any enforceable community right within the meaning of Section 2(1) European Communities Act 1972;
(c) any guidance, direction or determination with which the Partner(s) or relevant third party (as applicable) are bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Partner(s) or relevant third party (as applicable); and

(d) any judgment of a relevant court of law which is a binding precedent in England.

Lead Commissioning means the arrangements by which one Partner commissions Services in relation to an Individual Scheme on behalf of the other Partner in exercise of both the NHS Functions and the Council Functions.

Lead Commissioner means the Partner responsible for commissioning an Individual Service under a Scheme Specification.

Local Incentive Scheme (also known as single incentive scheme) means the single incentive scheme payable to Tower Hamlets Together member organisations on achievement of specific performance-related metrics.

London Living Wage means the hourly rate of pay set by the Mayor of London for residents working in London (as amended from time to time).

Losses means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services), proceedings, demands and charges whether arising under statute, contract or at common law but excluding Indirect Losses and "Loss" shall be interpreted accordingly.

Month means a calendar month.

National Conditions mean the national conditions as set out in the NHS England Planning Guidance as are amended or replaced from time to time.

National Guidance means any and all guidance in relation to the Better Care Fund, as issued from time to time by NHS England, the Department of Communities and Local Government and the Department of Health, either collectively or separately.

NHS Functions means those of the NHS functions listed in Regulation 5 of the Regulations as are exercisable by the CCG as are relevant to the commissioning of the Services and which may be further described in each Service Schedule

Non-Pooled Fund means the budget detailing the financial contributions of the Partners which are not included in a Pooled Fund in respect of a particular Service as set out in the relevant Scheme Specification

Non-Recurrent Payments means funding provided by a Partner to a Pooled Fund in addition to the Financial Contributions pursuant to arrangements agreed in accordance with Clause 10.5.

Overspend means any expenditure from a Pooled Fund in a Financial Year which exceeds the Financial Contributions for that Financial Year.

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

Partnership Board means the partnership board responsible for the oversight of this Agreement as set out in Schedule 2. (For the avoidance of doubt, in Tower Hamlets this is the Joint Commissioning Executive.)

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

Permitted Expenditure has the meaning given in Clause 7.4.

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

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

Pooled Fund Manager means such officer of the Host Partner which includes a Section 113 Officer for the relevant Pooled Fund established under an Individual Scheme as is nominated by the Host Partner from time to time to manage the Pooled Fund in accordance with Clause 8.

Provider means a provider of any Services commissioned under the arrangements set out in this Agreement.

Public Health England means the SOSH trading as Public Health England.

Quarter means each of the following periods in a Financial Year:

1 April to 30 June
1 July to 30 September
1 October to 31 December
1 January to 31 March

and "**Quarterly**" shall be interpreted accordingly.

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

Scheme Specification means a specification setting out the arrangements for an Individual Scheme agreed by the Partners to be commissioned under this Agreement.

Sensitive Personal Data means Sensitive Personal Data as defined in the 1998 Act.

Services means such health and social care services as agreed from time to time by the Partners as commissioned under the arrangements set out in this Agreement and more specifically defined in each Scheme Specification.

Services Contract means an agreement for the provision of Services entered into by one or more of the partners, in exercise of its obligations under this agreement, to secure the provision of the Services in accordance with the relevant Individual Scheme.

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

Standing Orders and Standing Financial Instructions (or equivalent) means the Partners' internal constitutional and corporate governance rules detailing the Partners' respective powers and delegations amongst other things.

SOSH means the Secretary of State for Health.

Third Party Costs means all such third party costs (including, but not limited to, legal, accounting and auditing costs) in respect of each Individual Scheme as a Partner reasonably and properly incurs in the proper performance of its obligations under this Agreement and as agreed by the Partnership Board.

Underspend means any expenditure from the Pooled Fund in a Financial Year which is less than the aggregate value of the Financial Contributions for that Financial Year.

Working Day means 8.00am to 6.00pm on any day except Saturday, Sunday, Christmas Day, Good Friday or a day which is a bank holiday (in England) under the Banking & Financial Dealings Act 1971.

1.2 In this Agreement, all references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made thereunder and any conditions attaching thereto. Where relevant, references to

English statutes and statutory provisions shall be construed as references also to equivalent statutes, statutory provisions and rules of law in other jurisdictions.

1.3 Any headings to Clauses, together with the front cover and the index are for convenience only and shall not affect the meaning of this Agreement. Unless the contrary is stated, references to Clauses and Schedules shall mean the clauses and schedules of this Agreement.

1.4 Any reference to the Partners shall include their respective statutory successors, employees and agents.

1.5 In the event of a conflict, the conditions set out in the Clauses to this Agreement shall take priority over the Schedules.

1.6 Where a term of this Agreement provides for a list of items following the word "including" or "includes", then such list is not to be interpreted as being an exhaustive list.

1.7 In this Agreement, words importing any particular gender include all other genders, and the term "person" includes any individual, partnership, firm, trust, body corporate, government, governmental body, trust, agency, unincorporated body of persons or association and a reference to a person includes a reference to that person's successors and permitted assigns.

1.8 In this Agreement, words importing the singular only shall include the plural and vice versa.

1.9 In this Agreement, "staff" and "employees" shall have the same meaning and shall include reference to any full or part time employee or officer, director, manager and agent.

1.10 Subject to the contrary being stated expressly or implied from the context in these terms and conditions, all communication between the Partners shall be in writing.

1.11 Unless expressly stated otherwise, all monetary amounts are expressed in pounds sterling but in the event that pounds sterling is replaced as legal tender in the United Kingdom by a different currency then all monetary amounts shall be converted into such other currency at the rate prevailing on the date such other currency first became legal tender in the United Kingdom.

1.12 All references to the Agreement include (subject to all relevant approvals) a reference to the Agreement as amended, supplemented, substituted, novated or assigned from time to time.

2 TERM

2.1 This Agreement shall come into force on the Commencement Date and shall continue until the Expiry Date.

2.2 This Agreement shall continue until it is terminated in accordance with Clause 22.

2.3 This Agreement supersedes all earlier BCF Section 75 Agreements, without prejudice to the rights and liabilities of the Partners under those Agreements, and supersedes the Pooled Budget Agreement for the Integrated Community Equipment Service (ICES) 2014.

3 GENERAL PRINCIPLES

3.1 Nothing in this Agreement shall affect:

3.1.1 the liabilities of the Partners to each other or to any third parties for the exercise of their respective functions and obligations (including the Functions); or

3.1.2 any power or duty to recover charges for the provision of any services (including the Services) in the exercise of any local authority function.

3.2 The Partners agree to:

3.2.1 treat each other with respect and an equality of esteem;

3.2.2 be open with information about the performance and financial status of each; and

3.2.3 provide early information and notice about relevant problems.

3.3 For the avoidance of doubt, the aims and outcomes relating to an Individual Scheme will be set out in the relevant Scheme specification.

4 PARTNERSHIP FLEXIBILITIES

4.1 This Agreement sets out the mechanism through which the Partners will work together to establish one or more of the following:

4.1.1 Lead Commissioning Arrangements; and

4.1.2 the establishment of one or more Pooled Funds.

in relation to Individual Schemes (the "**Flexibilities**")

4.2 The Council delegates to the CCG and the CCG agrees to exercise, on the Council's behalf, the Health Related Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the NHS Functions.

4.3 The CCG delegates to the Council and the Council agrees to exercise on the CCG's behalf the NHS Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the Health Related Functions.

4.4 Where the powers of a Partner to delegate any of its statutory powers or functions are restricted, such limitations will automatically be deemed to apply to the relevant Scheme Specification and the Partners shall agree arrangements designed to achieve the greatest degree of delegation to the other Partner necessary for the purposes of this Agreement which is consistent with the statutory constraints.

4.5 At the Commencement Date of this Agreement the following Individual Schemes will be included within its scope:

4.5.1 The following Individual Schemes with Lead Commissioning with Council as Lead Partner:

(a) LinkAge Plus
(b) Reablement Team
(c) Community Health Team (Social Care)
(d) 7 Day Hospital Social Work Team
(e) Community Equipment Services (joint)
(f) Care Act Implementation
(g) Carers' Duties
(h) Disabled Facilities Grant
(i) Local Authority Integration Support (Enablers)
(j) Community Outreach Service (Dementia)
(k) Dementia Café
(l) Social Worker input into the Memory Clinic
(m) Improved BCF Scheme

4.5.2 The following Individual Schemes with Lead Commissioning with CCG as Lead Partner:

(a) Extended Primary Care Team
(b) Integrated Clinical and Commissioning Quality Network Incentive Scheme (NIS)
(c) Rapid Assessment, Interface and Discharge (RAID)
(d) Adult autism diagnostic intervention service

(e) Mental Health Recovery College
(f) Community Geriatrician Team
(g) Personalisation (IPC Programme)
(h) Psychological Support for People with Long-Term Conditions
(i) St Joseph's Hospice
(j) Voices Survey
(k) Age UK Last Years of Life
(l) Barts Acute Palliative Care Team
(m) Admission Avoidance and Discharge Service (incorporating Discharge to Assess)
(n) Age UK Take Home and Settle
(o) CVS Commissioning Development Programme
(p) Single Incentive Scheme
(q) Out of Borough (OOB) Social Worker (LBTH)
(r) Spot Purchase (overseen by CSU)
(s) Homeless Support (Groundswell)

4.6 Further schemes may be added to this Agreement, as are agreed by the Partnership Board.

5 FUNCTIONS

5.1 The purpose of this Agreement is to establish a framework through which the Partners can secure the provision of health and social care services in accordance with the terms of this Agreement.

5.2 This Agreement shall include such functions as shall be agreed from time to time by the Partners.

5.3 Where the Partners add a new Individual Scheme to this Agreement a Scheme Specification for each Individual Scheme shall be in the form set out in Schedule 1 and shall be completed and agreed between the Partners. The initial Scheme Specification is set out in Schedule 1 part 2 (which may be varied from time to time by the Partners in accordance with the terms of this Agreement).

5.4 The Partners shall not enter into a Scheme Specification in respect of an Individual Scheme unless they are satisfied that the Individual Scheme in question will improve health and well-being in accordance with this Agreement.

5.5 The introduction of any Individual Scheme will be subject to:

5.5.1 a business case (on the respective template of the Partner wishing to propose the same or as otherwise agreed between the Partners); and

5.5.2 approval by the Partnership Board.

6 COMMISSIONING ARRANGEMENTS

General

6.1 The Partners shall comply with the commissioning arrangements as set out in the relevant Scheme Specification

6.2 The Partnership Board will report back to the Health and Wellbeing Board, as required by its Terms of Reference.

6.3 The Partners will comply with all relevant legal duties and guidance in relation to the Services being commissioned.

6.4 Each Partner shall keep the other Partner and the Partnership Board regularly informed of the effectiveness of the arrangements, including the Better Care Fund and any Overspend or Underspend in a Pooled Fund or Non-Pooled Fund.

6.5 Where there are Lead Commissioning Arrangements in respect of an Individual Scheme, then, prior to any new Services Contract being entered into, the Partners shall agree in writing:

6.5.1 how the liability under each Services Contract shall be apportioned in the event of termination of the relevant Individual Scheme; and

6.5.2 whether the Services Contract should give rights to third parties (and, in particular, if a Partner is not a party to the Services Contract, the Partners shall consider whether or not the Partner that is not to be a party to the Services Contract should be afforded any rights to enforce any terms of the Services Contract under the Contracts (Rights of Third Parties) Act 1999. If it is agreed that such rights should be afforded, the Partner entering the Services Contract shall ensure that, as far as is reasonably possible, such rights that have been agreed are included in the Services Contract and shall establish how liability under the Services Contract shall be apportioned in the event of termination of the relevant Individual Scheme.)

6.6 The Partners shall comply with the arrangements in respect of Joint Commissioning, as set out in the relevant Scheme Specification, which shall include where applicable arrangements in respect of the Services Contracts.

Appointment of a Lead Commissioner

6.7 Where there are Lead Commissioning Arrangements in respect of an Individual Scheme the Lead Commissioner shall:

6.7.1 commission Services for individuals who meet the eligibility criteria set out in the relevant Scheme Specification;

6.7.2 contract with Provider(s) for the provision of the Services on terms agreed with the other Partners;

6.7.3 comply with all relevant legal duties (including any Change in Law) and guidance (as amended from time to time) of both Partners in relation to the Services being commissioned;

6.7.4 where Services are commissioned using the NHS Standard Form Contract, perform the obligations of the "Commissioner" and "Co-ordinating Commissioner" with all due skill, care and attention and where Services are commissioned using any other form of contract to perform its obligations with all due skill and attention;

6.7.5 undertake performance management and contract monitoring of all Service Contracts and ensure that effective and timely action to remediate any non-performance is taken;

6.7.6 make payment of all sums due to a Provider pursuant to the terms of any Services Contract.

6.7.7 keep the other Partner and the Partnership Board regularly informed of the effectiveness of the arrangements including the Better Care Fund and any Overspend or Underspend in a Pooled Fund or Non Pooled Fund.

Responsibilities of the other Partner

6.8 The other Partner, insofar as they are a provider of services under Individual Schemes, shall undertake to provide all necessary performance and financial data necessary to enabling the Lead Commissioner to fulfil the responsibilities at 6.7.

7 ESTABLISHMENT OF A POOLED FUND

7.1 In exercise of their respective powers under Section 75 of the 2006 Act, the Partners have agreed to establish and maintain such pooled funds for revenue expenditure as set out in the Scheme Specifications.

7.2 At the Commencement Date of this Agreement there shall be two Pooled Funds:

Pooled Fund	BCF Scheme	Lead Commissioner	Provider	BCF Allocation 2017-18 (£)	BCF Allocation 2018-19 (£)
Pooled Fund Hosted by London Borough of Tower Hamlets	LinkAge Plus	Council	VCS	643,739	643,739
	Reablement Team	Council	Council	2,457,079	2,503,763
	Community Health Team (Social Care)	Council	Council	911,529	928,848
	7 Day Hospital Social Work Team	Council	Council	1,252,831	1,276,634
	Community Equipment Services (joint)	Council	Council	2,160,026	2,175,575
	Care Act Implementation	Council	Council	746,120	760,296
	Carers Duties	Council	Council	709,476	722,956
	Disabled Facilities Grant	Council	Council	1,733,988	1,895,435
	Local Authority Integration Support (Enablers)	Council	Council	211,723	215,745
	Community outreach service (Dementia)	Council	VCS	55,984	57,047
	Dementia café	Council	VCS	25,447	25,930
	Social worker input into the memory clinic	Council	Council	50,895	51,862
	Improved BCF	Council	Council	8,657,393	11,907,381
Total				**19,616,230**	**23,165,211**
Pooled Fund hosted by Tower Hamlets Clinical Commissioning Group	Extended Primary Care Team	CCG	ELFT	13,235,986	13,245,567
	Integrated Clinical and Commissioning Quality Network Incentive Scheme	CCG	GP Care Group	4,461,313	4,461,313
	RAID	CCG	ELFT	2,144,124	2,184,862
	Adult autism diagnostic intervention service	CCG	ELFT	335,907	342,289
	Mental Health Recovery College	CCG	ELFT & VCS	111,969	114,096
	Community Geriatrician Team	CCG	Barts Acute	117,058	119,282
	Personalisation (IPC programme)	CCG	VCS	125,000	125,000
	Psychological Support for People with Long Term Conditions (Previously Mental Health Personal Commissioning)	CCG	ELFT	153,000	153,000
	St Joseph's Hospice	CCG	St Joseph's	2,029,248	2,029,248
	Voices Survey	CCG	St Joseph's	30,000	30,000
	Age UK Last Years of Life	CCG	VCS	91,500	91,500

	Barts Acute Palliative Care Team	CCG	Barts Acute	959,086	959,086
	Admission Avoidance and Discharge Service (incorporating Discharge to Assess)	CCG	THT	927,954	850,955
	Age UK Take Home and Settle	CCG	VCS	114,000	114,000
	CVS Commissioning Development Programme	CCG	THCVS	70,000	0
	Single Incentive Scheme	CCG	THT	500,000	500,000
	OOB Social Worker	CCG	LBTH	60,000	60,000
	Spot Purchase (overseen by CSU)	CCG	Acute	85,000	85,000
	Homeless Support (Groundswell)	CCG	VCS	60,000	0
			Total	**25,611,145**	**25,465,198**
			BCF Total	**45,227,375**	**48,630,409**

7.3 Each Pooled Fund shall be managed and maintained in accordance with the terms of this Agreement.

7.4 It is agreed that the monies held in a Pooled Fund may only be expended on the following:

7.4.1 the Contract Price*;*

7.4.2 the Permitted Budget;

7.4.3 Performance Payments;

7.4.4 Third Party Costs, where these are set out in the relevant Scheme Specification or as otherwise agreed in advance by the Partnership Board

7.4.5 Approved Expenditure, as set out in the relevant Scheme Specification or as otherwise agreed in advance by the Partnership Board;

7.4.6 any other explicit allowances stipulated in this Agreement; and

7.4.7 subject to Clause 7.4.

"**Permitted Expenditure**"

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

7.6 For the avoidance of doubt, monies held in the Pooled Fund may not be expended on Default Liabilities unless this is agreed by all Partners in accordance with clause 7.4.

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

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

7.7.2 providing the financial administrative systems for the Pooled Fund;

7.7.3 appointing the Pooled Fund Manager; and

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

8 POOLED FUND MANAGEMENT

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

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

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

8.2 The Pooled Fund Manager for each Pooled Fund shall have the following duties and responsibilities:

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

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

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

8.2.4 ensuring that full and proper records for accounting purposes are kept in respect of the Pooled Fund and liaising with internal and external auditors as necessary;

8.2.5 reporting to the Partnership Board, as required by the Partnership Board and the relevant Scheme Specification;

8.2.6 ensuring action is taken to manage any projected under or overspends relating to the Pooled Fund in accordance with this Agreement;

8.2.7 preparing and submitting to the Partnership Board Quarterly reports (or more frequent reports, if required by the Partnership Board) and an annual return about the income and expenditure from the Pooled Fund together with such other information as may be required by the Partners and the Partnership Board to monitor the effectiveness of the Pooled Fund and to enable the Partners to complete their own financial accounts and returns. The Partners agree to provide all necessary information to the Pooled Fund Manager in time for the reporting requirements to be met.

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

8.3 In carrying out their responsibilities as provided under Clause 8.2 the Pooled Fund Manager shall have regard to the recommendations of the Partnership Board and shall be accountable to the Partners.

8.4 The Partnership Board may agree to the viring of funds between Pooled Funds subject always to the Law and the Partners' Standing Orders and Standing Financial Instructions.

8.5 The Partnership Board may agree to the secondment of employees between Partners for the purposes of managing Pooled Funds or management and delivery of Individual Schemes subject always to the Law, Partners' Standing Orders and Standing Financial Instructions, and the Partners' Human Resource and Managing Organisational Change policies and procedures.

9 NON-POOLED FUNDS

9.1 Any Financial Contributions agreed to be held within a Non Pooled Fund will be notionally held in a fund established for the purpose of commissioning that Service, as set out in the relevant Scheme Specification. For the avoidance of doubt, a Non Pooled Fund does not constitute a pooled fund for the purposes of Regulation 7 of the Regulations.

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

9.2.1 which Partner if any shall host the Non-Pooled Fund; and

9.2.2 how and when Financial Contributions shall be made to the Non-Pooled Fund.

9.3 The Host Partner will be responsible for establishing the financial and administrative support necessary to enable the effective and efficient management of the Non-Pooled Fund, meeting all required accounting and auditing obligations.

9.4 Both Partners shall ensure that Services commissioned using a Non Pooled Fund are commissioned solely in accordance with the relevant Scheme Specification.

9.5 Where there are Joint Commissioning arrangements, both Partners shall work in cooperation and shall endeavour to ensure that:

9.5.1 the NHS Functions funded from a Non-Pooled Fund are carried out within the CCG Financial Contribution to the Non-Pooled Fund for the relevant Service in each Financial Year; and

9.5.2 the Health Related Functions funded from a Non-Pooled Fund are carried out within the Council's Financial Contribution to the Non-Pooled Fund for the relevant Service in each Financial Year.

10 FINANCIAL CONTRIBUTIONS

10.1 The Financial Contribution of the CCG and the Council to any Pooled Fund or Non-Pooled Fund for the first Financial Year of operation of each Individual Scheme shall be as set out in the relevant Scheme Specification.

10.2 Financial Contributions will be paid as set out in the each Scheme Specification.

10.3 With the exception of Clause 13, no provision of this Agreement shall preclude the Partners from making additional contributions of Non-Recurrent Payments to the Pooled Fund from time to time by mutual agreement. Any such additional contributions of Non-Recurrent Payments shall be explicitly recorded in Partnership Board minutes and recorded in the budget statement as a separate item.

11 NON-FINANCIAL CONTRIBUTIONS

11.1 Unless set out in the scheme specification or otherwise agreed by the Partners, each partner shall provide non-financial contributions for any Service for which they are Lead Commissioner, or as required in order to comply with its obligations under this Agreement in respect of the commissioning of a particular service. These contributions, which shall be provided at no charge to the other Partner or to the Pooled Fund, may include staff (including the Pooled Fund Manager), premises, IT and financial management support and other non-financial resources necessary to perform its obligations pursuant to this Agreement (including, but not limited to, the management of Service Contracts and the Pooled Fund).

12 RISK SHARE ARRANGEMENTS, OVERSPENDS AND UNDERSPENDS

Risk share arrangements

12.1 The Partners have agreed risk share arrangements as set out in Schedule 3, which provide for financial risks arising within the commissioning of Services from the pooled funds.

Local incentive scheme

12.2 An incentive scheme will be developed by the CCG and the council to encourage and reward joint working that achieves the aims of the Tower Hamlets Together Partnership and the Better Care Fund.

Overspends in Pooled Fund

12.3 Subject to Clause 12.5, the Host Partner for the relevant Pooled Fund shall manage expenditure from a Pooled Fund within the Financial Contributions and shall ensure that the expenditure is limited to Permitted Expenditure.

12.4 The Host Partner shall not be in breach of its obligations under this Agreement if an Overspend occurs PROVIDED THAT the only expenditure from a Pooled Fund has been in accordance with Permitted Expenditure and it has informed the Partnership Board in accordance with Clause 12.5

12.5 Where the Pooled Fund Manager identifies an actual or projected Overspend and notifies the Partnership Board in accordance with Clause 8, the provisions of Clause 12.6, 12.7 and Schedule 3 shall apply.

12.6 Subject to Clause 12.7, for twelve (12) months from the Commencement Date of this Agreement the Partners agree that any Overspends occurring in respect of Individual Schemes however such Overspends arise, shall be the responsibility of the Scheme Provider to manage. For the absence of doubt this includes schemes for which the Council is the Service Provider.

12.7 The Partnership Board may agree, in circumstances where an Overspend arises, to contribute to the mitigation of said Overspend by authorising the virement of funds from elsewhere within the Pooled Fund, subject always to there being sufficient capacity within the Pooled Fund to avoid the creation of a consequential Overspend elsewhere.

Overspends in Non Pooled Funds

12.8 Where in Joint Commissioning Arrangements either Partner forecasts an Overspend in relation to a Partner's Financial Contribution to an Aligned Fund that Partner shall as soon as reasonably practicable inform the other Partner and the Partnership Board.

12.9 Where there is a Lead Commissioning Arrangement the Lead Commissioner is responsible for the management of any Aligned Fund and shall discharge this responsibility in a manner consistent with the responsibilities assigned to the Host Partner by clauses 12.3 to 12.7. The Lead Commissioner shall as soon as reasonably practicable inform the other Partner and the Partnership Board.

Underspend

12.10 In the event that expenditure from any Pooled Fund or Non Pooled Fund in any Financial Year is less than the aggregate value of the Financial Contributions made for that Financial Year, or where the expenditure in relation to an individual scheme is less than the agreed allocation to that particular Individual Scheme, the Partners shall agree how the monies shall be spent, carried forward and/or returned to the Partners. Such arrangements shall be subject to the Law and the Standing Orders and Standing Financial Instructions (or equivalent) of the Partners.

13 CAPITAL EXPENDITURE

13.1 With the exception of Pooled Funds covered by clause 13.2, neither Pooled Funds nor Non-Pooled Funds shall normally be applied towards any one-off expenditure on goods and/or services, which will provide continuing benefit and would, historically, have been funded from the capital budgets of one of the Partners. If a need for capital expenditure is identified this must be agreed by the Partners.

13.2 The elements of the Pooled Funds which relate to Disabled Facilities Grant shall be treated as capital funds and all expenditure against these funds shall be subject to the Law and the Standing Orders and Standing Financial Instructions (or equivalent) of the Partners.

13.3 Any arrangements for the sharing of capital expenditure shall be made separately and in accordance with Section 256 (or Section 76) of the NHS Act 2006 and directions thereunder.

14 VAT

14.1 The Partners shall agree the treatment of the Pooled Fund for VAT purposes in accordance with any relevant guidance from HM Revenue and Customs.

15 AUDIT AND RIGHT OF ACCESS

15.1 All Partners shall promote a culture of probity and sound financial discipline and control. The Host Partner shall make appropriate arrangements for the audit of the accounts of the relevant Pooled Fund.

15.2 All internal and external auditors and all other persons authorised by the Partners will be given the right of access by them to any document, information or explanation they require from any employee or member of the Partner, in order to carry out their duties. This right is not limited to financial information or accounting records and applies equally to premises or equipment used in connection with this Agreement. Access may be at any time without notice, provided there is good cause for access without notice.

15.3 The Partners shall comply with relevant NHS and local authority finance and accounting obligations, as required by the relevant Law and/or National Guidance.

16 LIABILITIES AND INSURANCE AND INDEMNITY

16.1 Subject to Clause 16.2, and 16.3, if a Partner ("**First Partner**") incurs a Loss arising out of or in connection with this Agreement or the Services Contract as a consequence of any act or omission of another Partner ("**Other Partner**") which constitutes negligence, fraud or a breach of contract in relation to this Agreement or the Services Contract then the Other Partner shall be liable to the First Partner for that Loss and shall indemnify the First Partner accordingly.

16.2 Clause 16.1 shall only apply to the extent that the acts or omissions of the Other Partner contributed to the relevant Loss. Furthermore, it shall not apply if such act or omission occurred as a consequence of the Other Partner acting in accordance with the instructions or requests of the First Partner or the Partnership Board.

16.3 If any third party makes a claim or intimates an intention to make a claim against either Partner, which may reasonably be considered as likely to give rise to liability under this Clause 16. the Partner that may claim against the other indemnifying Partner will:

16.3.1 as soon as reasonably practicable give written notice of that matter to the Other Partner specifying in reasonable detail the nature of the relevant claim;

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

16.3.3 give the Other Partner and its professional advisers reasonable access to its premises and personnel and to any relevant assets, accounts, documents and records within its power or control so as to enable the indemnifying Partner and its professional advisers to examine such premises, assets, accounts, documents and records and to take copies at their own expense for the purpose of assessing the merits of, and if necessary defending, the relevant claim.

16.4 Subject to Clause 16.2 and 16.3, if any third party makes a claim against either Partner which gives rise to liability under this Clause 16. and such claim arises from unrecoverable non-performance by a Service Provider which for the avoidance of doubt includes but is not limited to:

16.4.1 a breach of the Provider's obligations under the Services Contract;

16.4.2 a termination event (as defined under the Services Contract) which entitles a third party to terminate the Provider's Services Contract

and all reasonable steps have been taken by the relevant Partner to recover such liabilities, the liability shall be met from the Pooled Funds.

16.5 For the purposes of Clause 16.4, where such action creates an Overspend such expenditure shall be deemed to be Permitted Expenditure under Clause 12.3.

16.6 Each Partner shall ensure that they maintain policies of insurance (or equivalent arrangements through schemes operated by the National Health Service Litigation Authority) in respect of all potential liabilities arising from this Agreement.

16.7 Each Partner shall at all times take all reasonable steps to minimise and mitigate any loss for which one party is entitled to bring a claim against the other pursuant to this Agreement.

17 STANDARDS OF CONDUCT AND SERVICE

17.1 The Partners will at all times comply with the Law and ensure good corporate governance in respect of each Partner (including the Partners' respective Standing Orders and Standing Financial Instructions).

17.2 The Council is subject to the duty of Best Value under the Local Government Act 1999. This Agreement and the operation of the Pooled Fund is therefore subject to the Council's obligations for Best Value and the other Partner 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 The CCG is subject to the CCG Statutory Duties and these incorporate a duty of clinical governance, which is a framework through which it is accountable for continuously improving the quality of its services and safeguarding high standards of care by creating an environment in which excellence in clinical care will flourish. This Agreement and the operation of the Pooled Funds are therefore subject to ensuring compliance with the CCG Statutory Duties and clinical governance obligations.

17.4 The Partners acknowledge their respective duties under equality legislation to eliminate unlawful discrimination, harassment and victimisation, and to advance quality of opportunity and foster good relations between different groups and their respective policies. The Partners will maintain and develop these policies as applied to the Services, with the aim of developing a joint strategy for all elements of the Services.

17.5 The Partners acknowledge their respective commitments to the London Living Wage in this Agreement. Where applicable, the Partners shall use their reasonable endeavours to procure that Service Providers commissioned in respect of any Individual Schemes for which the Partners are responsible, accept and agree to the London Living Wage in their Services Contracts.

18 CONFLICTS OF INTEREST

18.1 The Partners shall comply with the agreed policy for identifying and managing conflicts of interest as set out in Schedule 7.

19 GOVERNANCE

19.1 Overall strategic oversight of partnership working between the Partners is vested in the Health and Well Being Board, which for these purposes shall make recommendations to the Partners as to any action it considers necessary.

19.2 The Partners have established a Partnership Board to:

19.2.1 Oversee joint strategic commissioning of services in Tower Hamlets for children and young people, adults and public health.

19.2.2 Coordinate the development of joint strategies for the relevant service areas and ensure necessary arrangements are in place to implement strategies and procure service changes.

19.2.3 Oversee strategic market development and management, and oversee plans to re-commission and de-commission services, aligning this work with joint strategic procurement plans.

19.2.4 Report key decisions to the Health and Wellbeing Board and related Delivery Boards as well as to relevant executive and governing bodies of the CCG and Council.

19.3 The Partnership Board is based on a joint working group structure. Each member of the Partnership Board shall be an officer of one of the Partners and will have individual delegated responsibility from the Partner employing them to make decisions which enable the Partnership Board to carry out its objects, roles, duties and functions as set out in this Clause 19 and Schedule 2.

19.4 The terms of reference of the Partnership Board in respect of Better Care Fund are summarised in Schedule 2.

19.5 Each Partner has secured internal reporting arrangements to ensure the standards of accountability and probity required by each Partner's own statutory duties and organisation are complied with.

19.6 The Joint Commissioning Executive shall be responsible for the overall approval of Individual Schemes, ensuring compliance with the Better Care Fund Plan and the strategic direction of the Better Care Fund.

19.7 Each Scheme Specification shall confirm the governance arrangements in respect of the Individual Scheme and how that Individual Scheme is reported to the Partnership Board and Health and Wellbeing Board.

20 REVIEW

20.1 Save where the Partnership Board agrees alternative arrangements (including alternative frequencies) the Partners shall undertake an annual review ("**Annual Review**") of the operation of this Agreement, any Pooled Fund and the provision of the Services within 3 Months of the end of each Financial Year.

20.2 Subject to any variations to this process required by the Partnership Board, Annual Reviews shall be conducted in good faith and, where applicable, in accordance with the governance arrangements set out in Schedule 2.

20.3 The Partners shall within 20 Working Days of the Annual Review prepare a joint annual report documenting the matters referred to in this Clause 20. A copy of this report shall be provided to the Partnership Board, and subsequently to the Health and Wellbeing Board. Each Partner shall secure internal reporting arrangements to ensure the standards of accountability and probity required by each Partner's own statutory duties and organisation are complied with.

20.4 In the event that the Partners fail to meet the requirements of the Better Care Fund Plan and NHS England the Partners shall provide full co-operation with NHS England to agree a recovery plan. The Clinical Commissioning Group, as the NHS body, will act as the lead Partner in any such engagement with NHS England.

21 COMPLAINTS

21.1 The Partners' own complaints procedures shall apply to this Agreement. The Partners agree to assist one another in the management of complaints arising from this Agreement or the provision of the Services and shall keep records of all complaints and provide the same for review by the Partnership Board every Quarter of this Agreement (or as otherwise agreed between the Partners).

22 TERMINATION & DEFAULT

22.1 This Agreement may be terminated by any Partner giving not less than 3 Months' notice in writing to terminate this Agreement, provided that such termination shall not take effect prior to the termination or expiry of all Individual Schemes.

22.2 Each Individual Scheme may be amended or terminated by agreement of the Partnership Board.

22.3 If any Partner ("Relevant Partner") fails to meet any of its obligations under this Agreement, the other Partner may by notice require the Relevant Partner to take such reasonable action within a reasonable timescale as the other Partner may specify to rectify such failure. Should the Relevant Partner fail to rectify such failure within such reasonable timescale, the matter shall be referred for resolution in accordance with Clause 23.

22.4 Termination of this Agreement (whether by effluxion of time or otherwise) shall be without prejudice to the Partners' rights in respect of any antecedent breach and the provisions of Clauses 15 (Audit and Right of Access), 16 (Liabilities and Insurance and Indemnity), 22 (Termination & Default), 25 (Confidentiality), 26 (Freedom of Information and Environmental Protection Regulations) and 28 (Information Sharing).

22.5 In the event of termination of this Agreement, the Partners agree to cooperate to ensure an orderly wind down of their joint activities and to use their best endeavours to minimise disruption to the health and social care which is provided to the Service Users.

22.6 Upon termination of this Agreement for any reason whatsoever the following shall apply:

22.6.1 the Partners agree that they will work together and co-operate to ensure that the winding down and disaggregation of the integrated and joint activities to the separate responsibilities of the Partners is carried out smoothly and with as little disruption as possible to service users, employees, the Partners and third parties, so as to minimise costs and liabilities of each Partner in doing so;

22.6.2 where either Partner has entered into a Service Contract which continues after the termination of this Agreement, both Partners shall continue to contribute to the Contract Price in accordance with the agreed contribution for that Service prior to termination and will enter into all appropriate legal documentation required in respect of this;

22.6.3 the Lead Commissioner shall make reasonable endeavours to amend or terminate a Service Contract (which shall for the avoidance of doubt not include any act or omission that would place the Lead Commissioner in breach of the Service Contract) where the other Partner requests the same in writing Provided that the Lead Commissioner shall not be required to make any payments to the Provider for such amendment or termination unless the Partners shall have agreed in advance who shall be responsible for any such payment.

22.6.4 where a Service Contract held by a Lead Commissioner relates all or partially to services which relate to the other Partner's Functions then provided that the Service Contract allows the other Partner may request that the Lead Commissioner assigns the Service Contract in whole or part upon the same terms mutatis mutandis as the original contract.

22.6.5 the Partnership Board shall continue to operate for the purposes of functions associated with this Agreement for the remainder of any contracts and commitments relating to this Agreement; and

22.6.6 Termination of this Agreement shall have no effect on the liability of any rights or remedies of either Partner already accrued, prior to the date upon which such termination takes effect.

22.7 In the event of termination in relation to an Individual Scheme the provisions of Clause 22.6 shall apply *mutatis mutandis* in relation to the Individual Scheme (as though references as to this Agreement were to that Individual Scheme).

23 DISPUTE RESOLUTION

23.1 In the event of a dispute between the Partners arising out of this Agreement, either Partner may serve written notice of the dispute on the other Partner, setting out full details of the dispute.

23.2 The Authorised Officers shall meet in good faith as soon as possible and in any event within seven (7) days of notice of the dispute being served pursuant to Clause 23.1, at a meeting convened for the purpose of resolving the dispute.

23.3 If the dispute remains after the meeting detailed in Clause 23.2 has taken place, the Council's Director of Adult Services and the CCG's Chief Officer or their nominees shall meet in good faith as soon as possible after the relevant meeting and in any event with fourteen (14) days of the date of the meeting, for the purpose of resolving the dispute.

23.4 If the dispute remains after the meeting detailed in Clause 23.3 has taken place, then the Partners will jointly refer the matter to the Partnership Board.

23.5 If the dispute remains after the measures detailed in Clauses 23.2-23.4 have been taken, the Partners will attempt to settle such dispute by mediation in accordance with the CEDR Model Mediation Procedure or any other model mediation procedure as agreed by the Partners. To initiate mediation, either Partner may give notice in writing (a **"Mediation Notice"**) to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organisation as agreed by the Partners asking them to nominate a mediator. The mediation shall commence within twenty (20) Working Days of the Mediation Notice being served. Neither Partner will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one (1) hour. Thereafter, paragraph 14 of the Model Mediation Procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the Partners). The Partners will co-operate with any person appointed as mediator, providing him with such information and other assistance as he shall require and will pay his costs as he shall determine or in the absence of such determination such costs will be shared equally.

23.6 Nothing in the procedure set out in this Clause 23 shall in any way affect either Partner's right to terminate this Agreement in accordance with any of its terms or take immediate legal action.

24 FORCE MAJEURE

24.1 Neither Partner shall be entitled to bring a claim for a breach of obligations under this Agreement by the other Partner or incur any liability to the other Partner for any losses or damages incurred by that Partner to the extent that a Force Majeure Event occurs and it is prevented from carrying out its obligations by that Force Majeure Event.

24.2 On the occurrence of a Force Majeure Event, the Affected Partner shall notify the other Partner as soon as practicable. Such notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Partner and any action proposed to mitigate its effect.

24.3 As soon as practicable, following notification as detailed in Clause 24.2, the Partners shall consult with each other in good faith and use all best endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and, subject to Clause 24.4, facilitate the continued performance of the Agreement.

24.4 If the Force Majeure Event continues for a period of more than sixty (60) days, either Partner shall have the right to terminate the Agreement by giving fourteen (14) days written notice of termination to the other Partner. For the avoidance of doubt, no compensation shall be payable by either Partner as a direct consequence of this Agreement being terminated in accordance with this Clause.

25 CONFIDENTIALITY

25.1 In respect of any Confidential Information a Partner receives from another Partner (the "**Discloser**") and subject always to the remainder of this Clause 25, each Partner (the "**Recipient**") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:

25.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date; and

25.1.2 the provisions of this Clause 25 shall not apply to any Confidential Information which:

(a) is in or enters the public domain other than by breach of the Agreement or other act or omission of the Recipient; or

(b) is obtained by a third party who is lawfully authorised to disclose such information.

25.2 Nothing in this Clause 25 shall prevent the Recipient from disclosing Confidential Information where it is required to do so in fulfilment of statutory obligations or by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law.

25.3 Each Partner:

25.3.1 may only disclose Confidential Information to its employees and professional advisors to the extent strictly necessary for such employees to carry out their duties under the Agreement; and

25.3.2 will ensure that, where Confidential Information is disclosed in accordance with Clause 25.3.1, the recipient(s) of that information is made subject to a duty of confidentiality equivalent to that contained in this Clause 25;

25.3.3 shall not use Confidential Information other than strictly for the performance of its obligations under this Agreement.

26 FREEDOM OF INFORMATION AND ENVIRONMENTAL PROTECTION REGULATIONS

26.1 The Partners agree that they will each cooperate with each other to enable any Partner receiving a request for information under the 2000 Act or the 2004 Act to respond to a request promptly and within the statutory timescales. This cooperation shall include but not be limited to finding, retrieving and supplying information held, directing requests to other Partners as appropriate and responding to any requests by the Partner receiving a request for comments or other assistance.

26.2 Any and all agreements between the Partners as to confidentiality shall be subject to their duties under the 2000 Act and 2004 Act. No Partner shall be in breach of Clause 26 if it makes disclosures of information in accordance with the 2000 Act and/or 2004 Act.

27 OMBUDSMEN AND PROHIBITED ACTS

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

27.2 Neither Partner shall do any of the following:

a) offer, give, or agree to give the other Partner (or any of its officers, employees or agents) any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining of performance of this Agreement or any other contract with the other Partner, or for showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the other Partner; and

b) in connection with this Agreement, pay or agree to pay any commission, other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to the other Partner,

(together "**Prohibited Acts**" for the purposes of Clauses 27.2 to 27.6).

27.3 If either Partner or its employees or agents (or anyone acting on its or their behalf) commits any Prohibited Act or commits any offence under the Bribery Act 2010 with or without the knowledge of the other Partner in relation to this Agreement, the non-defaulting Partner shall be entitled:

a) to exercise its right to terminate under clause 22 and to recover from the defaulting Partner the amount of any loss resulting from the termination; and

b) to recover from the defaulting Partner the amount or value of any gift, consideration or commission concerned; and

c) to recover from the defaulting Partner any loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence.

27.4 Each Partner must provide the other Partner upon written request with all reasonable assistance to enable that Partner to perform any activity required for the purposes of complying with the Bribery Act 2010. Should either Partner request such assistance the Partner requesting assistance must pay the reasonable expenses of the other Partner arising as a result of such request.

27.5 The Partners must have in place an anti-bribery policy for the purposes of preventing any of their staff from committing a prohibited act under the Bribery Act 2010. If either Partner requests the other Partner's policies to be disclosed then the Partners shall endeavour to do so within a reasonable timescale and in any event within 20 Working Days.

27.6 Should the Partners become aware of or suspect any breach of Clauses 27.2 to 27.6, it will notify the other Partner immediately. Following such notification, the Partner must respond promptly and fully to any enquiries of the other Partner, co-operate with any investigation undertaken by the Partner and allow the Partner to audit any books, records and other relevant documentation.

28 INFORMATION SHARING

28.1 The Partners will follow the Information Governance Protocol set out in schedule 7, and in so doing will ensure that the operation of this Agreement complies with the Law, in particular the 1998 Act**.**

29 NOTICES AND PUBLICITY

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

29.1.1 personally delivered, at the time of delivery;

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

29.1.3 if sent by electronic mail, at the time of transmission and a telephone call must be made to the recipient warning the recipient that an electronic mail message has been sent to

him/her (as evidenced by a contemporaneous note of the Partner sending the notice) and a hard copy of such notice is also sent by first class recorded delivery post (airmail if overseas) within one (1) Working Day as that on which the electronic mail is sent.

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

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

29.3.1 if to the Council, addressed to the: Acting Divisional Director, Integrated Commissioning, Health, Adults and Community Services, London Borough of Tower Hamlets, 4th Floor, Mulberry Place, 5 Clove Crescent, London E14 2BG;

Tel: 020 7364 0497
Email: karen.sugars@towerhamlets.gov.uk

and

29.3.2 if to the CCG, addressed to: Alison Blair, Interim Director of Commissioning, 2nd Floor, Alderney Building, Mile End Hospital, Bancroft Road, E1 4DG;

Tel: 07960 214489
Email: Alison.blair3@nhs.net

29.4 Without prejudice to Clause 26, except with the written consent of the other Partner, (such consent not to be unreasonably withheld or delayed), the Partners must not make any press announcements in relation to this Agreement in any way.

29.5 The Partners must take all reasonable steps to ensure the observance of the provisions of Clause 29.4 by their staff, servants, agents, consultants and sub-contractors.

30 VARIATION

30.1 No variations to this Agreement will be valid unless they are recorded in writing and signed for and on behalf of each of the Partners subject to the Law and the Partners' Standing Orders and Standing Financial Instructions.

31 CHANGE IN LAW

31.1 The Partners shall ascertain, observe, perform and comply with all relevant Laws, and shall do and execute or cause to be done and executed all acts required to be done under or by virtue of any Laws.

31.2 On the occurrence of any Change in Law, the Partners shall agree in good faith any amendment required to this Agreement as a result of the Change in Law subject to the Partners using all reasonable endeavours to mitigate the adverse effects of such Change in Law and taking all reasonable steps to minimise any increase in costs arising from such Change in Law.

31.3 In the event of failure by the Partners to agree the relevant amendments to the Agreement (as appropriate), the Clause 23 (Dispute Resolution) shall apply.

32 WAIVER

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

33 SEVERANCE

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

34 ASSIGNMENT AND SUB CONTRACTING

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

35 EXCLUSION OF PARTNERSHIP AND AGENCY

35.1 Nothing in this Agreement shall create or be deemed to create a partnership under the Partnership Act 1890 or the Limited Partnership Act 1907, a joint venture or the relationship of employer and employee between the Partners or render either Partner directly liable to any third party for the debts, liabilities or obligations of the other.

35.2 Except as expressly provided otherwise in this Agreement or where the context or any statutory provision otherwise necessarily requires, neither Partner will have authority to, or hold itself out as having authority to:

35.2.1 act as an agent of the other;

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

35.2.3 bind the other in any way.

36 THIRD PARTY RIGHTS

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

37 ENTIRE AGREEMENT

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

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

38 COUNTERPARTS

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

39 GOVERNING LAW AND JURISDICTION

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

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

40 FINANCIAL CONTRIBUTIONS

HWB Funding Sources	2017/18 Gross Contribution	2018/19 Gross Contribution
Total Local Authority Contribution (exc IBCF)	£2,605,248	£2,766,695
Total IBCF Contribution	£8,657,393	£11,907,381
Total Minimum CCG Contribution	£19,141,806	£19,505,500
Total Additional CCG Contribution	£14,822,928	£14,450,833
Total BCF pooled budget	**£45,227,375**	**£48,630,409**

41 POOLED FUND MANAGERS

The lead role for overseeing this agreement will be played by the Director of Integrated Commissioning, expected to be appointed in 2017-18. At the time of the commencement of the agreement, the Pooled Fund Managers for each organisation are:

Partner	Name of Lead Officer	Address	Telephone Number	Email Address
Council	Karen Sugars	London Borough of Tower Hamlets, 4th Floor, Mulberry Place, 5 Clove Crescent, London, E14 2BG	020 7364 0497	karen.sugars@towerhamlets.gov.uk
CCG	Alison Blair	Interim Director of Commiss-ioning, 2nd Floor, Alderney Building, Mile End Hospital, Bancroft Road, London E1 4DG	07960 214489	Alison.blair3@nhs.net

IN WITNESS WHEREOF this Agreement has been executed AS A DEED by the Partners on the date of this Agreement

THE CORPORATE SEAL of)
THE LONDON BOROUGH OF)
TOWER HAMLETS)
was hereunto affixed in the presence of:)

Signed for on behalf of **NHS TOWER HAMLETS CLINICAL COMMISSIONING GROUP**

_____

Authorised Signatory

SCHEDULE 1– SCHEME SPECIFICATION

Part 1– Template Services Schedule

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

1 OVERVIEW OF SERVICES

1.1 Context and background information

Tower Hamlets has a rapidly growing resident population of 304,900 people – the GLA estimates that it will rise, to 364,500 in 2026 - with a number of distinctive features that impact directly on health and social care services. These include the following:

- An unusually young age profile: the borough's population has the fourth youngest median age in the UK, at 30.6, and nearly half of our population is aged 20-39. Only 6% (18,000) of the population is over 65.
- A diverse ethnic composition, with widely divergent age profiles between the White British and Bangladeshi populations, the two largest ethnic groups. Over one third of the Bangladeshi population is aged below 16, compared with only 9 per cent of White British residents. Conversely, only 5% of Bangladeshi residents are aged 60 or over, compared with 16 per cent of White British residents.
- Both male and female life expectancy are shorter than the national averages (male life expectancy is 78.1 years and female life expectancy is 82.5). On average, a man living in the borough starts to develop health problems from the age of 54, compared to 64 in the rest of the country. For a woman, it is 56, compared to 64. The annual GP consultation rate for adults aged 50-64 in the most deprived parts of the borough is up to twice as high as in wealthier parts of the country.
- While residents aged 90+ are by far the smallest group in number, this group is expected to nearly double over the next decade, growing faster than any other.
- Compared to London, when adjusted for age, Tower Hamlets has amongst the highest premature death rates for circulatory disease (103.3 per 100,000), cancer (150.9 per 100,000), and respiratory disease (40.4 per 100,000). These conditions typically constitute 75% of all premature deaths.
- Around 1,000 Tower Hamlets residents die per year, of whom around 780 will need some form of last years of life care.
- 19,356 people identified themselves as unpaid carers in the 2011 census. 43.5% of Carers provide more than 20 hours of care per week, compared to 36.9% in London and 36.4% across England. Nevertheless, the bi-annual carers' survey of 2017 found that carer satisfaction has increased significantly over the last three years, with 64% of respondents stating they are extremely, very or quite satisfied with support or services.

Integrated Care

The Tower Hamlets integrated care programme was established in 2013 as one of the pilot sites of the national Integrated Care Pioneer programme. Since 2013 we have been working with health and care providers in the borough to transform the way services are organised to better meet the needs of people who are frail and/or have multiple conditions and, as such, are at risk of an emergency hospital admission.

In 2015 these providers formed Tower Hamlets Together, a Multi-Speciality Community provider, working in partnership to deliver a new model of care for adults with complex needs, a model of care for children and young people, and the development of a population health programme that focuses on prevention. These new models of care will ensure that people have their care coordinated around their needs and that resources are used effectively to match individual and population needs. The new models will also help more vulnerable patients receive care in their own homes, limiting time spend in hospital away from family and friends. In 2017-18 we are using the Better Care Fund programme as a platform for developing closer joint working between Tower Hamlets Council and the Clinical Commissioning Group to strengthen this partnership approach to integrated care, reduce duplication in the way that services are delivered, and ensure that our joint approach to commissioning improves patients' experience, delivers improvements in health and wellbeing, and provides value for money.

1.2 Scheme Objectives

The strategic objectives for each individual scheme are as follows:

LBTH Hosted Schemes	
Service/Scheme	**LinkAge Plus**
Commissioner Lead	CCG
Annual Budget 17/18	£643,739
Annual Budget 18/19	£643,739
Objectives	This is a preventative service which will support this vision by providing Tower Hamlets residents aged 50 and over universal access to: - Community outreach; - A wide range of physical and social activities; - Information and low level Advice, including signposting and onward referrals as required; and - A range of health-related services.
Service/Scheme	**Reablement Team**
Commissioner Lead	LBTH
Annual Budget 17/18	£2,457,079
Annual Budget 18/19	£2,503,763
Objectives	To help people mitigate illness or disability, by learning or re-learning the skills necessary for daily living, following deterioration in health and/or an increase in support needs. To promote and optimise independent functioning, and help people to do as much for themselves as possible, and in particular: - Improving their quality of life - Keeping and regaining skills, especially those enabling people to live independently - Regaining or improving confidence (e.g. for someone who has had a fall) - Increasing people's choice, autonomy, and resilience - Enabling people to be able to continue living at home The service also seeks to ensure: - The safe transfer of support between acute care, community health and social care services and to support service users' return to independent living - The prevention of unnecessary hospital admissions and the facilitation of early supported discharge - To the provision of information and onward referral to other services, so that users/patients and their carers can make choices about support needs - The prevention of premature admissions to residential and nursing care. The service also has the following organisational objectives: - To reduce admissions and readmissions - Financial benefits, in the form of reduced support packages required post-reablement - A sustainable reduction in medium-term support packages, 6-12 months post-reablement.
Service/Scheme	**Community Health Team (Social Care)**
Commissioner Lead	LBTH
Annual Budget 17/18	£911,529
Annual Budget 18/19	£928,848
Objectives	The strategic objective of the scheme is to improve the experience and outcomes for people at medium or high risk of hospital admission, using co-ordinated, person-centred and Multi-Disciplinary Team (MDT)

	approaches. The scheme aims to: - Improve partnership working and joint decision making, with earlier referral to, and intervention from, social care. - Provide joint and coordinated multi-disciplinary assessments and person-centred planning, which involves service users and their families from the outset. - Provide early support and information provision to service users and their families to enable them to make informed decisions about care options in the community, with the aim of delaying/preventing the need for long term care provision. - Provide greater continuity and standardisation of community assessment and integrated interventions. - Provide earlier identification and support to carers, thereby preventing carer breakdown and the need for crisis response.
Service/Scheme	**7 Day Hospital Social Work Team**
Commissioner Lead	LBTH
Annual Budget 17/18	£1,252,831
Annual Budget 18/19	£1,276,634
Objectives	The 7 day Hospital Social Work Team expedites the discharge of patients for the Royal London Hospital. It has enabled the council to extend the work of the Hospital Discharge Team at the Royal London Hospital from a Monday to Friday to a 7-day service. Social work staff are available at weekends and on public holidays to assess and discharge patients on acute wards who are deemed medically fit for discharge. This has freed up acute beds within the hospital, and allowed for resources to be used more effectively. It has also provided greater capacity for new admissions from A&E requiring an acute bed. The scheme aims to: - Reduce hospital stays for patients, by facilitating speedier discharges, through appropriate interventions. - To improve performance in the area of Delayed Transfers of Care, by increasing, patient flow and reducing trolley rates. - Prevent admission for those without acute medical need and deal with inappropriate delayed discharges for people who require short term admission.(AAU) - Reduce pressure on acute beds by preventing unnecessary hospital admissions.
Service/Scheme	**Community Equipment Services**
Commissioner Lead	LBTH
Annual Budget 17/18	£2,160,026
Annual Budget 18/19	£2,175,575
Objectives	Community Equipment Services in Tower Hamlets include: • Community equipment Service • Tele care service • Assistive Technology • Sight and Hearing The Community Equipment Service procures stores, delivers, installs, maintains, collects, cleans and recycles daily living, paediatric, moving & handling and sensory impairment equipment, and carries out minor adaptations and alterations to property. The Telecare Service provides a range of front-line services that include:

	Referral processing, Alarm installation, Alarm call monitoring, Emergency Visiting Response and a Regular Visiting Service. The Service operates 24/7 365 days a year. The service is also the first point of contact for Social Care referrals received Out of Hours, and is responsible for taking referrals relating to Children and Adults Social Care; on behalf of the Out of Hours Emergency Duty Team, Assistive technology delivers and fits a range of innovative technology to residents which enables them to remain at home and independent with sustained life choices, the focus is on prevention and a reduction in hospital admission and readmission The strategy arm of the team raise awareness among health and social care professionals through training and reinforcing of good practice at team level The Sight and Hearing service helps anyone who is deaf, blind, suffers from hearing loss, visual loss or a dual sensory loss. The service provides social work support, general information and advice, rehabilitation training and equipment to encourage independent living skills. Work is undertaken with individuals apart from the self-assessment which would need to be re-evaluated in light of any changes and the low vision clinic which is external to the contractual arrangements. **7-Day Community Equipment Provision Team** This scheme will permit community equipment services to be provided to people able to leave hospital for longer hours on a 7 days a week basis. Community Equipment Service personnel will be available to receive requisitions for simple aids to living and complex pieces of equipment, such as hoists, special beds, pressure care, hand rails and so on via dedicated secure electronic faxes, telephone calls and secure emailing. The service will: • avoid unnecessary admissions and trips to A&E, by providing emergency deliveries, repair and replacement of hoisting, special beds and mattresses and other essential toileting and mobility equipment over extended hours. • support hospital teams to carry out safer discharges by providing an out of hours service • minimise and prevent readmissions and Delayed Transfer of Care (DTOC). • facilitate safe, integrated and seamless transfer of patients between hospital, community health and social care services.
Management of the Pooled Fund	This Pooled Fund will be managed as in the Agreement, with the following changes in the treatment of overspends and underspends. In continuation of previous arrangements governing the pooled Fund relating to Integrated Community Equipment Services, the treatment of overspends and underspends shall be as follows: 1. Overspends 1.1. It is expected that the Services shall be managed within the Pooled Fund. Arrangements to prevent and address predicted overspends will be the responsibility of the Host Partner, based on timely information from the Pool Manager and in consultation with the Joint

	Commissioning Executive (or delegated representatives). 1.2. Whenever during a Financial Year an overspend in the Pooled Fund is projected the Pool Manager will notify the Partners within five working days, following which the Partners shall agree how to manage the overspend and the Partners shall act in good faith and in a reasonable manner in agreeing the management of the overspend. 1.3. Where an overspend is incurred because of maladministration of the Pooled Fund, the liability for this will rest with the Host Partner. For the purposes of this clause, maladministration shall be deemed to include (without limitation) expenditure outside the terms of this Agreement and without proper authorisation. 1.4. Where an overspend occurs and is not due to maladministration and liability will be shared between the Partners in proportion to their Contributions to the Pooled Fund (for this Service) in that Financial Year. 1.5. In the event that agreement cannot be reached in respect of any of the matters referred to in this clause 1.1 then the partners shall follow the dispute procedure set out in Clause 23 of this agreement. 2. Underspends 2.1. Whenever an underspend is projected during a Financial Year in respect of the Pooled Fund the Pool Manager will notify the Partners within five working days of such projection being calculated following which the Partners shall agree to how to manage the underspend and the Partners shall keep the position under review. The Partners may agree that the underspend may be used to fund new initiatives for the benefit of the Client Group in accordance with agreed priorities and subject in either case to the Partners' respective financial governance rules, legislation or guidance. The Partners shall act in good faith and in reasonable manner in agreeing the management of the underspend. 2.2. If at the end of any Financial Year there is an underspend in the Pooled Fund the Pool Manager shall identify to the Partners the reasons for the underspend. The underspend shall be apportioned between the Partners in proportion to the Contributions to the Pooled Fund. 2.3. In the event that agreement cannot reached in respect of any matters referred to in paragraphs 2.1 and 2.2 above, the Partners will follow the dispute procedure as set out in Clause 15.
Service/Scheme	**Care Act Implementation**
Commissioner Lead	LBTH
Annual Budget 17/18	£746,120
Annual Budget 18/19	£760,296
Objectives	The council will ensure the necessary infrastructure is in place which supports a full statutory carer assessment. The assessment will be based on the same principles as the one for the people cared for and will be compliant with the Care Act 2014. Under the Care Act 2014, carers have the same rights as people cared for and it is expected a significant cohort will end up requiring care package support. A number of posts will continue to be funded to ensure the council is managing the demands and pressures experienced in Adult Social Care. These posts include operational support, strategic commissioning and workforce development.
Service/Scheme	**Carers' Duties**
Commissioner Lead	LBTH
Annual Budget 17/18	£709,476
Annual Budget 18/19	£722,956
Objectives	The joint Carers' Strategy has identified a number of priorities we should be delivering, either via current internal or commissioned services.

	Through co-designing, the council is committed to ensuring that as many of these priorities as possible will be addressed to minimise shortfalls that carers have said they are experiencing or have already experienced. This strategy aims to ensure that carers are respected; that they have access to good quality information, access the services and support they need to care for their relative or friend, and have a life of their own. The council commissions the Carers' Centre to provide information, advice and guidance services for carers and other providers to access as the first point of call. The council also provides carer-associated support, such as assessments, care packages, respite services, flexible breaks for the various carer groups and ensuring the necessary infrastructure is in place. The strategic objective of the scheme is to help carers to care effectively and safely – both for themselves and the person they are supporting. Since the transfer of safeguarding duties form health to the local authority, the demand for such Independent Mental Health Advocacy (IMHA) and Independent Mental Capacity Advocacy (IMCA) services has increased significantly. The funding will ensure the authority meets its statutory obligations.
Service/Scheme	**Disabled Facilities Grant**
Commissioner Lead	LBTH
Annual Budget 17/18	£1,733,988
Annual Budget 18/19	£1,895,435
Objectives	Expenditure of the 2017-18 DFG will centre on meeting the council's duties to provide adaptations and facilities in the homes of disabled people, as set out in the Housing Grants, Construction and Regeneration Act, 1996. The council provides services to clients requiring adaptations through its Occupational Therapist service and Home Improvement Agency. It works closely with Registered Providers which own the majority of social housing in the borough. The tenants of the borough's Registered Providers account for around 75% of DFG expenditure. This spend reflects the relatively low level of owner occupied housing in the borough. Types of work eligible for Grant funding are: - To make it easier to get into and out of a dwelling, for example, by widening doors and installing ramps; - Ensuring the safety of a disabled person, for example, by improving lighting to ensure better visibility; - Improving access within a dwelling - including making facilities such as toilets, washbasins and bath (and/or shower) facilities more accessible or by installing appropriate facilities; - The improvement or provision of a domestic heating system, which is suitable to the needs of the disabled person; - To improve access to and from the garden of the home. DFG will be used to: • decrease hospital admissions as a result of slips, trips and falls in the home. (The adaptations enable qualifying residents to remain safe in their homes.) • increase in general well-being – The adaptations provided allow

	people to be more independent in their homes. • ensure disabled residents have safe access in and around their homes and access to facilities. • Provision of AT equipment to ensure residents remain safe in their homes.
Service/Scheme	**Local Authority Integration Support (Enablers)**
Commissioner Lead	LBTH
Annual Budget 17/18	£211,723
Annual Budget 18/19	£215,745
Objectives	The scheme aims to ensure: - The programme management of BCF-funded initiatives in the council - High level management support for strategic decision making on health and social care integration - Coordination of the council's input to partnership arrangements, such as the Health and Wellbeing Board, the Complex Adults Working Group, Tower Hamlets Together, and Transforming Services Together (TST) - Manage health and social care partnership governance and planning arrangements within the council - The preparation of dashboards and monthly monitoring of performance measures for internal and external teams and partnerships - Provide advice and guidance to scheme managers to strengthen integration work with health.
Service/Scheme	**Community Outreach Service (Dementia)**
Commissioner Lead	LBTH
Annual Budget 17/18	£55,984
Annual Budget 18/19	£57,047
Objectives	The BME Inclusion service provides community-specific input to BME communities, in order to support people to understand dementia, break down stigma and access services. It does this by undertaking awareness raising at culturally-specific community networks; case finding and building relationships with people with dementia who may be hard to reach; case management through one to one support prioritised to those with the highest needs, and working with GP practices with high patient numbers from Bangladeshi and other BME communities where there is a lower than expected dementia diagnosis rate. The objective of this service is to address the particular issues preventing people with dementia from BME communities from accessing services. Getting a diagnosis of dementia enables people to access services and plan for the future, thereby avoiding admissions in crises to both health and social care services. However, there are significant barriers to people from BME communities getting a diagnosis, as there are strong stigmas associated with dementia, with it being perceived as 'madness', and often hidden by families until the point of breakdown. The scheme aims to: - Increase the proportion of people from Bangladeshi and other BME communities with dementia receiving a formal diagnosis. - Increase the proportion of people from Bangladeshi and other BME communities with dementia receiving a diagnosis while they are in the early stages of the condition. - Identify and support hard- to-reach individuals with dementia and their carers to access services - Provide access to information and guidance - Support people with dementia, their carers and/or family members to access help and services and to experience an integrated range of

	services that includes access to health and care professionals and other voluntary organisations - Reduce or prevent social isolation experienced - particularly by reducing the stigma associated with dementia. - Increase community awareness and acceptance of dementia - Contribute to shifting from crisis-driven engagement with services to a more preventative focus - Increase the engagement of local people with NHS and statutory services.
Service/Scheme	**Dementia Café**
Commissioner Lead	LBTH
Annual Budget 17/18	£25,447
Annual Budget 18/19	£25,930
Objectives	The objective of the Dementia Café service, provided by the Alzheimer's Society, is to help people with dementia to live well following diagnosis. Dementia Cafés provide a safe, comfortable and supportive environment for people with dementia and their carers to socialise. The café seeks to meet the following outcomes: - Greater community acceptance of dementia through the provision of socially acceptable and culturally sensitive services - To contribute to the overall policy driver of shifting from crisis-driven engagement with services to a more preventative focus - To increase the engagement of local people with NHS and statutory services - That people with dementia, their carers and/or family members are supported to access help and experience in an integrated fashion, including access as required to health and care professionals and voluntary organisations - People with dementia and their carers and/or family members feel that they have received beneficial emotional support from their peers - People with dementia and their carers and or family members feel that the service has helped to reduce or prevent social isolation, particularly by reducing the stigma associated with dementia - That, as a result of high quality access to information, service users and carers gain a better understanding of dementia and the dementia pathway in Tower Hamlets - Increased access to services - service users and carers indicate a higher take-up rate of other local services.
Service/Scheme	**Social Worker Input into the Memory Clinic**
Commissioner Lead	LBTH
Annual Budget 17/18	£50,895
Annual Budget 18/19	£51,862
Objectives	The scheme provides: - An early assessment of service users in need of social care support. - Early signposting to other non-statutory agencies for those not in need of social care input. - Efficiencies, by reducing the number of referrals made directly to Adult Social Care (Assessment and Intervention Team) - A more seamless service for service users, reducing the number of changes of key workers for the service user and family. It seeks to minimise the time a service user may be on the dementia diagnosis pathway if their needs are more likely caused by social care issues, depression or family dynamics and are mimicking deficits in day-

	to-day functioning. With the input of a Social Worker at an earlier stage in the pathway, the Memory Clinic can signpost or provide appropriate support in a more timely fashion. The social worker offers community assessments under the Care Act (2014), carer's assessments, organises provision of packages of care, signposting and offer advice, information and support. The presence of social work input into the team also enhances the MDT planning process.
Service/Scheme	**Improved BCF**
Commissioner Lead	LBTH
Annual Budget 17/18	£8,657,393
Annual Budget 18/19	£11,907,381
Objectives	IBCF is being used by the council to address a number of high priority needs, including demographic pressures, safeguarding and ethical care and to meet inflationary pressures within the care system. To strengthen the stability and sustainability of the provider market, it is also proposed to increase nursing home provision in the borough. This will complement already agreed uplifts in care funding to improve the quality of residential/nursing provision and wider support in the community, such as enhancing home care linked to hospital discharge and improving reablement approaches in day support. Further investment of approximately £1.4m in a full year is being made that will benefit health services in the borough. This includes provision to enhance capacity and skills in the Community Health Social Work team to increase the number of people it is able to support on the integrated care pathway. It also includes the enlargement of the Hospital Social Work Team to get more people home quickly and safely and reduce the need for residential placements. In addition, the IBCF is being used to fund social work support to strengthen the continuing healthcare process. A number of initiatives are being funded that are designed to address unmet need in mental health services. These include projects targeted young people transitioning from children's services to adults' and working with people at risk of anti-social behaviour. For instance, a Community Multi-Agency Risk Assessment Case Conference, MARAC, is being established, along with an Independent Anti-Social Behaviour Victim Advocate post. A scheme for people at risk of self-neglect and self-harming behaviours is also being funded. A number of areas of unmet need and services experiencing demand pressures will also be supported via IBCF. Initiatives include a project to reduce isolation among vulnerable older people. Additional resources are also being directed to the reablement service to address rising demand, and a significant sum has been allocated to commission additional support to address assessment and review backlogs in adult social care. Finally, the IBCF is being used to support the implementation of a number of adult social services transformation initatives.
CCG Hosted Schemes	
Service/Scheme	**Integrated Community Health Team (incorporating Extended Primary Care Team)**
Commissioner Lead	CCG
Annual Budget 17/18	£13,235,986
Annual Budget 18/19	£13,245,567
Objectives	The Integrated Community Health Team provides health and social care input to housebound patients over the age of 18. The service offers a

	comprehensive range of specialities within one multi-disciplinary team, including nursing, therapies, social care, mental health and case management. . Services include: • Extended Primary Care Teams • Frailty Assessment Clinic • Rapid Response Team • Community Rehabilitation Service • Continuing Healthcare Team • Foot Health • Continence Team • District Nursing Evening Service The scheme aims to: • Provide integrated nursing and therapy care services across the locality, ranging from a 2-hour response service to avoid admission to complex case management and promoting self-care • Systematically identify adults in Tower Hamlets who are most vulnerable/at risk of hospitalisation and provide support and care to these patients which is coordinated and multidisciplinary in approach • Reduce non-essential use of A&E and unplanned admissions • Reduce readmission rates within 30 days of discharge from any acute setting • Assess and support people with long term conditions in the community, promoting self-management and enabling patients to regain or maintain functional independence and restore confidence within a set timeframe • Involve patients/service users and carers in planning and providing care; • Facilitate carer assessment (either by completing the assessment or by referring to other agencies to carry out carer assessment); • Ensure continuing health care assessment and reviews are completed in line with defined timescales • Seek to improve health outcomes for the population through strong clinical leadership and governance and ensure productivity, innovation and efficiency are core service deliverables.
Service/Scheme	**Integrated Clinical and Commissioning Quality NIS**
Commissioner Lead	CCG
Annual Budget 17/18	£4,461,313
Annual Budget 18/19	£4,461,313
Objectives	The over-arching aim of this Network Incentive Scheme (NIS) is to support high quality primary care for patients with one or more long-term conditions. This scheme aims to provide holistic, person-centered, packages of care that support partnership work with patients, their families and carers. The scheme also supports the development of a ‘learning health system’ within primary care, under the following principles: - Every consenting patient’s experience is available for learning - Best practice is immediately available to support decisions - This happens routinely, economically and accessibly. It also funds the GP element of engagement, both with specialist consultants (e.g. the 'diabetes MDT' and practice level meetings with practice-aligned psychiatrists and system-level involvement, such as

	locality commissioning and Locality Health and Wellbeing Boards).
Service/Scheme	**RAID (Rapid assessment, interface & discharge)**
Commissioner Lead	CCG
Annual Budget 17/18	£2,144,124
Annual Budget 18/19	£2,184,862
Objectives	- Improve health outcomes for patients with a mental health or drug or alcohol problem who have been admitted to wards at the Royal London Hospital - Reduce length of stay for patients with a mental health or drug or alcohol problem who are admitted to wards at the Royal London Hospital - Reduce readmissions for patients with a mental health or drug or alcohol problem who have been admitted to wards at the Royal London Hospital - Reduce re-attendances at A&E by patients with a mental health or drug or alcohol problem who have been admitted to wards at the Royal London Hospital - Improve the experience of patients with a mental health or drug or alcohol problem who have been admitted to wards at the Royal London Hospital or attend A&E - Reduce direct admissions to care homes by people with a mental health or drug and alcohol problem - Improve Royal London Hospital staff awareness, skills and knowledge in mental health and drugs and alcohol - Improve in the identification of hidden harm among families related to drug or alcohol.
Service/Scheme	**Autism Diagnostic and Intervention Service**
Commissioner Lead	LBTH
Annual Budget 17/18	£335,907
Annual Budget 18/19	£342,289
Objectives	The aims of this service are to: - Provide a high quality diagnostic and intervention service for high functioning adults in Tower Hamlets (aged 18 years and over) with suspected Autism Spectrum Disorder (ASD). - Sub-contract a local Third Sector provider (JET) to provide a range of support options for people diagnosed with ASD, and facilitate appropriate referral and signposting to other services where needed. - Deliver a diagnostic service for adults (18+) who may have ASD (including Asperger's Syndrome) for whom no care pathway currently exists (those who have a co-existent learning disability are diagnosed by the community learning disability team) - Deliver a service for reviewing patients already diagnosed with ASD where an expert review and re-signposting is needed. - Deliver a timely diagnosis to those who may present with ASD behavioural conditions and symptoms - Deliver a virtual service that incorporates the best clinical practice with regard to adults with ASD - Provide post diagnosis support and brief interventions for adults with ASD - Provide clear pathways and signposting to other local services, and support for adults with ASD to access those services - Provide a community focused model that promotes greater opportunity for support within the community for people with ASD - Provide a model of care that actively supports principles of non-discriminatory practice and service delivery and avoids unnecessary and disruptive transitions across a range of providers - Ensure recognition of the role of those with caring and parental responsibilities and (with permission of the person with ASD) to ensure

	their participation in discussions and decisions whenever possible. - Provide clear pathways and signposting to other local services, and support for adults with an alternative diagnosis to ASD.
Service/Scheme	**Mental Health Recovery College**
Commissioner Lead	CCG
Annual Budget 17/18	£111,969
Annual Budget 18/19	£114,096
Objectives	The Recovery College model complements health and social care specialist assessment and treatment, by helping people with mental health problems and/or other long term conditions to understand their problems and to learn how to manage these better in pursuit of their aspirations. It will promote: - The delivery of a planned, co-produced and co-delivered learning programme covering a range of mental health and physical health-related topics that provides education as a route to recovery, and foster increased resilience and self-management. - Collaboration and co-production between people with personal and professional experience of mental health challenges; and provide an educational approach operating on college principles. It will use strengths-based and person-centred approaches that are inclusive, aimed at people with mental health and physical health challenges, their relatives and carers and staff; and focused on mental health recovery and helping people reach their own goals. - Increased use of scheduled care and decreased use of episodic care - Decreased or better managed symptoms of mental ill health - Improved mental health wellbeing.
Service/Scheme	**Community Geriatrician Team**
Commissioner Lead	CCG
Annual Budget 17/18	£117,058
Annual Budget 18/19	£119,282
Objectives	Funding will be maintained to increase the capacity of the existing Community Geriatrician Team (part of the Integrated Community Health Team) to enable additional caseload and more effective Multi-Disciplinary Team working. The purpose of the role is to provide specialist input to both practitioners and patients in the community. This includes work such as attending community MDT meetings, delivering training for General Practice staff (via PLT sessions) and undertaking ad-hoc visits for housebound patients.
Service/Scheme	**Personalisation (Integrated Personalised Commissioning Programme)**
Commissioner Lead	CCG
Annual Budget 17/18	£125,000
Annual Budget 18/19	£125,000
Objectives	It is a fundamental part of Tower Hamlets' vision that care and support should be personalised to patients' and service users' needs and preferences, in order to enable patients to feel more empowered and resilient, and this is a core part of the work under the BCF. Tower Hamlets is a demonstrator site for Integrated Personal Commissioning, and 2017-18 will see the expansion of personal health budgets and joint budgets with social care for people with learning disabilities, mental health needs and multiple long term conditions. The targets for 2017-18 are 1,500 personalised care and support plans, with the offer of a

	personal health budget, resulting in 300 personal health budgets or joint budgets. In 2018-19 the expectation is that we will achieve 3,000 personalised care and support plans and 600 personal health budgets or joint budgets. The borough will seek to: - Improve the quality of life for people with complex needs, by providing personalised and joined up health and social care for adults with complex needs, and children with complex health, social care and educational needs - Integrate the offer of personal health and care budgets to support personalised care planning and the delivery of personalised care.
Service/Scheme	**Psychological Support for People with LTCs**
Commissioner Lead	CCG
Annual Budget 17/18	£153,000
Annual Budget 18/19	£153,000
Objectives	The service will pilot enhanced psychological care for people with poorly controlled long term conditions in general practice in Tower Hamlets. The objectives of the service are: - To support all primary care staff to detect psychological distress and mental health problems in people with long term conditions and to support them to access mental health care at the right level - To improve the ability of all primary care staff to support people living with long term conditions to self-care for their conditions by promoting and supporting lifestyle behaviour change and treatment adherence as part of care planning processes. - To offer direct psychological work to decrease psychological distress in people with poorly controlled long term conditions to improve emotional wellbeing and health outcomes.
Service/Scheme	**Specialist Palliative Care (St Joseph's)**
Commissioner Lead	CCG
Annual Budget 17/18	£2,029,248
Annual Budget 18/19	£2,029,248
Objectives	- To provide high quality, efficient and effective Specialist Palliative Support for Last Years, Months and Days of Life Care through a trained and competent workforce - To use a multi-disciplinary approach to care with access to the full multi-disciplinary team as defined by NICE Supportive and Palliative Care Guidelines - To advise and support nurses, doctors, GP's and other members of the wider health and social care team providing care to the patient and their carer/family - To provide timely and appropriate care based to patients and their carers on best practice guidelines and using competent, trained staff - To be responsive to specific needs relating to patients‟ age, gender, disability, race, religious and cultural beliefs and sexual orientation - To provide a resource for generic staff in providing Specialist Palliative Support for Last Years, Months, Days of Life Care - To deliver care along appropriate pathways and against agreed productivity targets.
Service/Scheme	**Voices2 Survey**
Commissioner Lead	CCG
Annual Budget 17/18	£30,000
Annual Budget 18/19	£30,000
Objectives	- This survey provides create an annual measure of carers' experiences

	that can be monitored over time, and compared with the national average and with other CCGs - To identify both factors in both positive and poor experience and use this information to improve services. - To identify any gaps in the system or areas for improvement. - To identify good practice and share learning - To systematise the process for capturing feedback for experiences in the last years of life – taking into account the demography of the local population.
Service/Scheme	**Age UK Last years of Life**
Commissioner Lead	CCG
Annual Budget 17/18	£91,500
Annual Budget 18/19	£91,500
Objectives	- To work closely with hospitals and GP's in Tower Hamlets to identify people for service input; - To engage socially isolated people who may be reluctant to accept help and support - particularly from the statutory sector; - To signpost and refer people into support services provided by local NHS, local Government and voluntary sector at the earliest opportunity; and - Work with other service providers to provide seamless care. - Needs assessment o Understand people's requirements in their last years of life. - Support o Provide a befriending service; o Provide practical help in the home that is not covered by social services; o Provide carer's support enabling the carer to have short term 'care-free' time; (i.e. a few hours per week); and o Provide holistic support e.g. therapeutic services - Prevention o To protect the health and wellbeing of both cared for people and their carers through befriending, practical and emotional support - Patient / care experience o To improve the experience of service users and their carers; - To generate feedback from carers and cared for people on their needs and the degree to which local services are accessible, equitable and appropriate.
Service/Scheme	**Barts Acute Palliative Care Team**
Commissioner Lead	CCG
Annual Budget 17/18	£959,086
Annual Budget 18/19	£959,086
Objectives	-Specialist advice about symptom control as well as psychological and social support to patients, families, carers and staff. -In the early stages of illness, palliative care may be provided alongside other active treatments. -For patients at the end of their life the service aims to provide appropriate end of life care to ensure comfort and dignity in death. -Provides families, partners and carers expert support in bereavement. -Support end-of-life patients dying in their preferred place of care -Ensure actively dying inpatients referred to the specialist palliative care team for assessment and management -Ensure actively dying inpatients that are referred to specialist palliative care are seen within one working day unless in an emergency -Ensure actively dying patients nursed via the Compassionate Care plan (CCP)

Service/Scheme	**Admission Avoidance & Discharge Service (incorporating Discharge to Assess)**
Commissioner Lead	CCG
Annual Budget 17/18	£927,954
Annual Budget 18/19	£850,955
Objectives	A pilot for a discharge to assess model was funded in 2015/16. Further operational resilience funding has been provided from September 2016 to March 2018 for the Admission Avoidance & Discharge Service (AADS), which incorporates the Discharge to Assess model for patients at the Royal London Hospital. The community service operates 7 days per week from 8am-6pm, with up to 6 weeks' input. The team takes a proactive and responsive approach to discharge and aims to triage patients within 2 hours of referral. Since July 2017, patients who are expected to return to their usual place of residence, who have had a positive checklist, are awaiting a continuing health care assessment (DST) and are expected to return to their usual place of residence can have this assessment completed at home.
Service/Scheme	**Age UK Take Home and Settle**
Commissioner Lead	CCG
Annual Budget 17/18	£114,000
Annual Budget 18/19	£114,000
Objectives	The Take Home and Settle scheme provides a 7-day service, working closely with health and social care to support and deliver integrated and co-ordinated care to older people and their carers across Tower Hamlets. It is available to patients aged 50+ who are registered with a GP within the London Borough of Tower Hamlets. It prioritises those who live alone, are socially isolated, or are at risk of readmission. The scheme aims to achieve its objectives by: - Delivering practical support to those patients at risk of admission or re-admission to hospital (e.g. adults with at least one long term condition; those living with dementia). - Reducing delayed transfer of care across Royal London and Mile End Hospital. - Preventing unnecessary admissions through A&E, by providing practical and emotional support to patients. - Working closely with health and social care to improve patient experience, reduce costs and reduce the number of occupied bed days, by providing practical support to older people. - Reducing avoidable re-admissions within a 28-day period through the lack of practical support at home. - Proactively engaging with NHS re-enablement.
Service/Scheme	**Tower Hamlets CVS Commissioning Development Programme**
Commissioner Lead	CCG
Annual Budget 17/18	£70,000
Annual Budget 18/19	£0
Objectives	The objective is to build the capacity of the sector to respond to the changing commissioning landscape in health and social care and enable it to become partners in the delivery of improved health and well-being for the residents of Tower Hamlets. Capacity building is aimed at 4 distinct areas: - Supporting the VCS consortium during its first year of delivery, seeking

	other opportunities & sources of investment - Continuing to support the H&WB Forum & provide a strategic voluntary sector presence & leadership as currently, including to the health and wellbeing board and THT - Delivering training and support to increase VCS capacity - Continuing to support best practice in commissioning.
Service/Scheme	**Single Incentive Scheme**
Commissioner Lead	CCG
Annual Budget 17/18	£500,000
Annual Budget 18/19	£500,000
Objectives	- Incentivise partnership working between THT providers (and other health and care partners) and to test: o delivery of shared outcomes o risk sharing and management between partners o test logic models within THT service model. - The scheme also contributes to the achievement of BCF ambitions, e.g.: o Non-elective admissions o Delayed transfers of care o Permanent admissions to care homes per 100,000
Service/Scheme	**Out of Borough Social Worker**
Commissioner Lead	CCG
Annual Budget 17/18	£60,000
Annual Budget 18/19	£60,000
Objectives	Provision of social worker, from Monday to Friday, to liaise with out-of-borough local authorities to facilitate discharge for patients who do not live in Tower Hamlets. To support wards in Royal London Hospital to support with discharge of all in-patients.
Service/Scheme	**Spot Purchase (overseen by CSU)**
Commissioner Lead	CCG
Annual Budget 17/18	£85,000
Annual Budget 18/19	£85,000
Objectives	To purchase beds predominantly for patients with complex needs to undertake assessments for eligibility. There is a 6-week limit. Patients must be TH residents and registered with a GP in the borough.
Service/Scheme	**Homeless Support (Groundswell)**
Commissioner Lead	CCG
Annual Budget 17/18	£60,000
Annual Budget 18/19	£0
Objectives	Groundswell delivers a Homeless Health Peer Advocacy service in the borough. The service will: - Address the health inequalities faced by homeless people, by improving their access to healthcare services through volunteers engaging and accompanying people to health care appointments. - Build relationships and work closely with other providers of services for homeless people in the borough, to ensure patients receive an all-round service from all providers and are not 'lost' anywhere in the system. - Help address the inappropriate use of secondary care services by homeless people in the borough. - Help increase the knowledge, confidence and motivation of homeless people, in order for them to better manage their own health. - To work with the Barts Health Discharge team to ensure there is decisive intervention and a stable exit route available at the point of

	discharge for clients. - To work closely with hostel discharge managers, in order to improve care and provide a seamless service for clients - To establish a data sharing agreement with the Health E1 practice and clients, which will allow the use of patient data to track and understand secondary care activity and help measure the impact on health outcomes.

SCHEDULE 2 – GOVERNANCE

1 Partnership Board

1.1 The Joint Commissioning Executive (JCE) will act as the Partnership Board, as set out in the remainder of this Schedule and elsewhere in this agreement.

2 Role of Partnership Board

2.1 The Partnership Board shall:

2.1.1 provide strategic direction on the individual Schemes and Projects. This includes ensuring there are appropriate links and engagement between all authorities involved in agreements in the Borough;

2.1.2 receive financial and activity information;

2.1.3 review the operation of this Agreement and performance manage the Services;

2.1.4 agree such variations to this Agreement from time to time as it thinks fit;

2.1.5 review and agree annually revised Schedules, as necessary;

2.1.6 review and agree all BCF and joint commissioning business cases;

2.1.7 oversee the Better Care Fund (BCF) and associated Section 75 agreement;

2.1.8 review and agree annually a risk assessment;

2.1.9 provide, at least annually, a report on progress in delivering the Better Care Fund plan to the Health and Wellbeing Board and to the CCG Board. The Partnership Board will report to the same two bodies more frequently by exception in respect of remedial action to address non-performance that it is beyond the delegated authorities of the Partnership Board to resolve.

2.1.10 request such protocols and guidance as it may consider necessary in order to enable staff employed by the Partners to manage the pooled budgets and approve expenditure from Pooled Funds.

3 Partnership Board Support

3.1 The JCE will be supported by Officers from the Partners, as required.

4 Meetings

4.1 The JCE will meet monthly at a time to be agreed, or more frequently at the request of any member.

4.2 The quorum for meetings of the JCE shall be a minimum of three (3) [including one (1) representative from each of the Partner organisations.

4.3 Decisions of the JCE shall be made unanimously. Where unanimity is not reached then the item in question will in the first instance be referred to the next meeting of the JCE, which may be called especially to resolve the issue. If no unanimity is reached on the second occasion it is discussed then the matter shall be dealt with in accordance with the dispute resolution procedure set out in the BCF Section 75 agreement.

4.4 Where a Partner is not present and has not given prior written notification of its intended position on a matter to be discussed, then those present may not make or record commitments on behalf of that Partner in any way.

5 Delegated Authority

5.1 The JCE is authorised within the limitations of delegated authority for its members (which is received through their respective organisation's own financial scheme of delegation) to:-

5.1.1 authorise commitments which exceed or are reasonably likely to lead to exceeding the contributions of the Partners to the aggregate contributions of the Partners to any Pooled Fund; and

5.1.2 authorise a Lead Commissioner to enter into any contract for services necessary for the provision of Services under an Individual Scheme.

SCHEDULE 3– RISK SHARE AND OVERSPENDS

1. The Partners agree that Overspends shall be apportioned in accordance with this Schedule 3.

Pooled Fund Management

2. The Pooled Fund Manager for each scheme within the Better Care Fund Plan will be responsible for quarterly reporting of income and expenditure for each scheme. Clause 8.2.7 of this Agreement defines this responsibility. The income and expenditure reports for each scheme will be incorporated into the Quarterly Performance Report submitted to the Partnership Board.

Overspend

3. Where potential or actual Overspends are reported in respect of any individual scheme the Partnership Board shall give consideration to the following options for remediating, subject always to Clause 12.5 of this Agreement:

   - agreeing an action plan to reduce expenditure in the relevant scheme or schemes;
   - identifying Underspends that can be vired from any other Fund maintained under this agreement or outside of this agreement;
   - agreeing additional investment by the respective Partners (in so far as the delegated authorities to Board representatives allow for this);
   - if no suitable investment or reduction in expenditure can be identified, agreeing a plan of action, which may include decommissioning all or any part of the Individual Service to which the Fund relates.

4. The Partnership Board shall act reasonably having taken into consideration all relevant factors including, where appropriate, the Better Care Fund Plan and any agreed outcomes and any other budgetary constraints in agreeing appropriate action in relation to Overspends.

5. The Partners agree to co-operate fully in order to establish an agreed position in relation to any Overspends for which it is not possible or reasonable to identify mitigating action.

6. Subject to any continuing obligations under any Service Contract entered into by either Partner, either Partner may give notice to terminate a Service or Individual Scheme where the Scheme Specification provides and where the Service does not form part of the Better Care Fund Plan.

Underspend

7. Any underspends shall be reported to the partnership and any reallocation of resources agreed mutually.

SCHEDULE 4– JOINT WORKING OBLIGATIONS

Part 1 – LEAD COMMISSIONER OBLIGATIONS

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

1 The Lead Commissioner shall notify the other Partners if it receives or serves:

1.1 a Change in Control Notice;

1.2 a Notice of an Event of Force Majeure;

1.3 a Contract Query;

1.4 Exception Reports

and provide copies of the same.

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

2.1 CQUIN Performance Reports;

2.2 Monthly Activity Reports;

2.3 Review Records; and

2.4 Remedial Action Plans;

2.5 Joint Investigation Reports;

2.6 Service Quality Performance Report;

The Lead Commissioner shall consult with the other Partners before attending:

2.7 an Activity Management Meeting;

2.8 Contract Management Meeting;

2.9 Review Meeting;

and, to the extent the Service Contract permits, raise issues reasonably requested by a Partner at those meetings.

3 The Lead Commissioner shall not:

3.1 permanently or temporarily withhold or retain monies pursuant to the Withholding and Retaining of Payment Provisions;

3.2 vary any Provider Plans (excluding Remedial Action Plans);

3.3 agree (or vary) the terms of a Joint Investigation or a Joint Action Plan;

3.4 give any approvals under the Service Contract;

3.5 agree to or propose any variation to the Service Contract (including any Schedule or Appendices);

3.6 suspend all or part of the Services;

3.7 serve any notice to terminate the Service Contract (in whole or in part);

3.8 serve any notice;

3.9 agree (or vary) the terms of a Succession Plan;

without the prior approval of the other Partners acting through the Partnership Board. Such approval not to be unreasonably withheld or delayed.

4 The Lead Commissioner shall advise the other Partners of any matter which has been referred for dispute and agree what (if any) matters will require the prior approval of one or more of the other Partners as part of that process.

5 The Lead Commissioner shall notify the other Partners of the outcome of any Dispute that is agreed or determined by Dispute Resolution

6 The Lead Commissioner shall share copies of any reports submitted by the Service Provider to the Lead Commissioner pursuant to the Service Contract (including audit reports)

Part 2 – OBLIGATIONS OF THE OTHER PARTNER

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

1 Each Partner shall (at its own cost) provide such cooperation, assistance and support to the Lead Commissioner (including the provision of data and other information) as is reasonably necessary to enable the Lead Commissioner to:

1.1 resolve disputes pursuant to a Service Contract;

1.2 comply with its obligations pursuant to a Service Contract and this Agreement;

1.3 ensure continuity and a smooth transfer of any Services that have been suspended, expired or terminated pursuant to the terms of the relevant Service Contract;

2 No Partner shall unreasonably withhold or delay consent requested by the Lead Commissioner.

3 Each Partner (other than the Lead Commissioner) shall:

3.1 comply with the requirements imposed on the Lead Commissioner pursuant to the relevant Service Contract in relation to any information disclosed to the other Partners;

3.2 notify the Lead Commissioner of any matters that might prevent the Lead Commissioner from giving any of the warranties set out in a Services Contract or which might cause the Lead Commissioner to be in breach of warranty.

SCHEDULE 5 – PERFORMANCE ARRANGEMENTS

1. The Partners have agreed that the achievement of the benefits it is intended be realised through the successful delivery of the Better Care Fund plan will be measured using three methods:

   - A dashboard of key performance indicators to be reported regularly to the Partnership Board.
   - Exception reporting to the Partnership Board by Lead Commissioners of individual schemes within this Agreement.
   - Quarterly progress reporting of the Single Incentive Scheme.

2. The Partnership Board will use the exception reporting process, as a means of providing early warning of potential non-performance in respect of individual schemes. The Board will be proactive in discussing and implementing remedial actions designed to deal with identified non-performance. A lead Partner or Provider will be identified as being responsible for implementing the necessary remedial actions.

3. Progress in implementing any remedial actions will continue to be reported, by the Lead Partner or Provider, to subsequent meetings of the Partnership Board until such time as the Board is satisfied that the non-performance has been properly addressed and rectified.

4. In circumstances where authority to implement the necessary remedial actions is beyond the delegated powers of the Board or individual Partner or Provider representatives the following escalation procedures shall apply:

4.1 Where the Board as a whole does not have sufficient delegated authority the Chair of the Board will be responsible for escalating to the next meeting of the Health and Wellbeing Board for resolution. In circumstances where this is not practicable, for example because of time constraints, the Authorised Officers for each Partner will seek the necessary authority from their respective organisations.

4.2 Where the issue relates to the delegated authority of an individual Partner or Provider representative, said representative will be responsible for escalating the agreed remedial actions for approval within their own organisation.

5. A quarterly report prepared by the Lead Commissioner shall also include the income and expenditure report required by Clause 8.2.7 of this Agreement.

7. Where the wider quarterly review undertaken by the Board identifies potential or actual non-performance against the plan, the process for implementing remedial actions shall be as set out in Clauses 2 to 4 of this Schedule above.

8. The Pooled Fund Manager(s) shall be responsible for the preparation of the Annual Performance Report to meet the requirements set out in Clause 20 of this Agreement and for presenting it to the Health and Wellbeing Board within the prescribed timescale.

9. As and when directed by the Partnership Board as per Schedule 2, Clause 3.1.8, the Pooled Fund Manager(s) shall be responsible for preparing exception reports to the Health and Wellbeing Board.

SCHEDULE 6 – POLICY FOR THE MANAGEMENT OF CONFLICTS OF INTEREST

1. The Council and the CCG jointly recognise that each operates in a complex practice, policy and political environment and that from time to time this complexity could give rise to situations where the wider interests of one Partner may create an actual or perceived conflict of interest in respect of delivery of the Better Care Fund plan.

2. Both Partners also recognise that the complexity of the environment in which each operates means that it is incumbent on each Partner to ensure that in planning any investment or disinvestment decisions and/or policy or practice changes any potential impact on Better Care Fund plan delivery is considered and appropriate mitigation sought during the planning of change. In so doing, the Partners wish to reduce the likelihood of conflicts of interest arising inadvertently.

3. The Partners undertake to use best endeavours to minimise the risk of any such conflicts arising, and to minimise the adverse impact should such conflicts (actual or perceived) arise. At all times when addressing any actual or perceived conflicts the Partners will have due regard to the terms of this agreement, and the partnership approach underpinning it, and in particular to the General Principles set out in Clause 3.2 of the Agreement.

4. The Authorised Officers will, in the first instance, seek to resolve any actual or perceived conflict of interest that arises during the term of this Agreement through discussion. While this can be managed informally, a record of the actual or perceived conflict, and of the agreed means of resolving, should be kept by the Authorised Officers and reported to the next available Partnership Board meeting for noting.

5. In circumstances the Authorised Officers are unable to resolve the conflict of interest through informal discussion the Dispute Resolution procedure set out at Clause 23 of the Agreement shall be followed.

6. The Council recognises that its role as both Commissioner and Provider of services means that it is necessary to put additional safeguards in place to ensure transparency of decision making and to assure the CCG that the best interests of the Partnership are the primary consideration with regards to Better Care Fund plan delivery. In order to provide this assurance the Council will:

    6.1 Ensure that at all times it is represented on the Partnership Board by at least one senior officer whose job functions are primarily Commissioning based, and who has no line management responsibility (or line management accountability to senior officers) for the delivery of Provider functions;

    6.2 Ensure at all times that Commissioning intentions or decisions agreed by the Partners, or made under delegated authority by the Pooled Fund Manager, are not communicated to Provider functions within the Council in advance of their formal communication to the relevant Provider or Providers by the Partnership.

SCHEDULE 7 – INFORMATION GOVERNANCE PROTOCOL

1. Information Governance - including assurance of compliance with the Data Protection Act 1998 and as of 25th May 2018, the General Data Protection Regulation (GDPR), alongside the requirements of the Caldicott Guardians for each Partner - is a key component of the Tower Hamlets Together Partnership. Processes for ensuring that identifiable data is shared securely and in full compliance with all relevant legislative requirements have been or are being put in place via this programme, in order to ensure that the sharing of information necessary for delivering properly integrated arrangements can be facilitated. Details of the Information Governance protocols in place to support the Programme can be obtained from NHS Tower Hamlets CCG and London Borough of Tower Hamlets.

2. In particular, NHS numbers will be used as the common identifier for individual recipients of services, and the council reaffirms its commitment to ensuring that all individual records held pursuant to discharge of its Community Care responsibilities include the individual's NHS number. For the purposes of Better Care Fund plan delivery, this commitment extends to individuals aged 18 and over whose services are being provided under the Children and Families Act 2014 and related legislation and regulations.

3. Each Partner remains at all times responsible, through their own Information Governance arrangements, for assuring themselves that all data sharing and other agreements put in place to facilitate the sharing or transfer of individually identifiable data are compliant with the legislation relevant to that partner and to any internal protocols in place pursuant to ensuring that compliance.

4. Each Partner needs to ensure that they achieve at least a Level 2 in their Information Governance Toolkit requirements.